

Disclaimer: Template does not constitute any form of legal advice, and the User is at all times encouraged to request external specific legal advice in respect of the execution of legal documents.

계약서 템플릿 이용관련 안내: 본 웹페이지에서 게시된 계약서(International Long Term Sales Agreement) 템플릿은 국제거래 및 영문계약에 대한 일반적인 이해를 돋기 위한 참고용 예시로 제공되는 것입니다. 이는 법률적인 자문이 아니며 실제 계약 체결 전, 반드시 해당 거래관련 법무 담당자 또는 전문가의 검토 및 법적 자문을 받으시길 바랍니다.

CONSULTING AGREEMENT

I , having address at ("Client"); and
II , having address at ("Consultant") (Individually a "Party" and collectively the "Parties")

This above Parties have entered into this Consulting Agreement ("the Agreement") on ("Effective Date").

WHEREAS, the Client is a describe business.

WHEREAS, the Consultant is a describe business.

WHEREAS, the Company has decided to appoint the Consultant to provide services for describe the purpose(the "Purpose"),as per the terms contained in this Agreement.

NOW, THEREFORE, in consideration of the foregoing, and of the mutual covenants and commitments set forth herein, the Parties hereto agree as follows:

1. SERVICES

- 1.1 The Consultant shall provide describe the services(the "Services"), as per work orders attached in Appendix I of this Agreement ("Work Order") at such times and on such days as agreed in advance with the Client.
- 1.2 The Client may revise the Services to be performed by the Consultant, by providing the Consultant with written notice of any such changes, at any time. Accordingly, the Work Order shall also be modified or renewed, or a fresh one can be added as another appendix to this Agreement.
- 1.3 This Agreement shall govern each Work Order. In the case of conflicting terms between any Work Order and this Agreement, the terms of the Work Order supersede those of this Agreement if the Work Order contains provisions explicitly modifying the terms of this Agreement.

- 1.4 Both the Parties must sign any Work Order for it to be effective. Moreover, the Parties may terminate any individual Work Order, without affecting the remaining Agreement or any other Work Order.
- 1.5 During the course of performing the Services, the Consultant or its subcontractors may, independently or in conjunction with Client, develop information, materials, results, systems, and programs, which may constitute the final work product (“**Deliverables**”).
- 1.6 The Client shall have the right to review and assess the Services, or the Deliverables from time to time. Accordingly, the Client will have business days after the Consultant provides the Services or the Deliverables to inspect and test the same, to ensure they meet the acceptance criteria outlined in the applicable Work Order (the “**Inspection Period**”).
- 1.7 If the Client agrees that the Services or Deliverables meet the accepted criteria as given in the Work Order, the Client will accept the Services or Deliverables and notify Consultant that they are accepting the Services or the Deliverables. The Client will be deemed to have accepted the Services or the Deliverables, if they fail to notify the Consultant on or before the expiration of the Inspection Period.
- 1.8 If the Client considers that the Services or the Deliverables fail in a material way to meet the acceptance criteria in the Work Order, the Client may reject the Services or the Deliverables by delivering to the Consultant a written list within of receiving the Services or the Deliverables, detailing each failure to satisfy the acceptance criteria. The Client may also require the Consultant to modify or re-work the Services appropriately within , at no extra cost to the Client.
- 1.9 If the Consultant is unable to provide the Services or the Deliverables due to illness or injury, the Consultant shall inform the Client immediately and, if the absence continues for more than , the Consultant shall keep the Client informed of the reason for the absence and its expected duration.
- 1.10 The Parties acknowledge and agree that notwithstanding that a desired specified result is expected from the Consultant as per this Agreement, the Consultant is not subject to the direct control or supervision of the Client in relation to the Services to be provided under this Agreement.

2. FEES AND EXPENSES

- 2.1 For performance of the Services or delivery of the Deliverables during the Term, the Client shall pay the Consultant (“**Fees**”) on a basis.
- 2.2 The Consultant shall be reimbursed for all reasonable and necessary expenses that they incur while performing the Services, subject to the Client’s policies and procedures concerning reimbursement of such expenses in effect from time to time, and the Client’s prior written approval of any such expenses.

- 2.3 The Consultant acknowledges and agrees that the Fees and expenses shall be deemed to be full and adequate remuneration for the Services performed by them under this Agreement.
- 2.4 The Consultant acknowledges that any amount due and outstanding in respect of the indemnity contained in Section 11 of this Agreement, or any other sums owed by the Consultant to the Client, limited to of compensation, may be deducted from any future payments due to the Consultant under this Agreement, and that any amounts outstanding after such deduction (if any) shall be recoverable from the Consultant by the Client as a debt.

3. CONSULTANT'S RIGHTS

- 3.1 The Client shall provide the Consultant with necessary information, resources, and support to enable the Consultant to fulfil their duties effectively. This includes access to relevant documents and assistance as required.
- 3.2 The Client shall not unreasonably interfere with the Consultant's performance of their duties under this Agreement. The Client shall provide reasonable guidance and support to assist the Consultant in meeting performance standards and achieving the objectives set forth in this Agreement.
- 3.3 Subject to prior written approval by the Client taken in advance, the Consultant reserves the right to subcontract any portion of the Services outlined in this Agreement to third parties, provided that such subcontractors are bound by Sections 4, of this Agreement.
- 3.4 The Consultant shall remain fully responsible for the performance and quality of work delivered by the subcontractors, and shall ensure that they adhere to the terms and conditions of this Agreement.
- 3.5 The Client understands that the Consultant possesses and/or has developed through substantial effort, research, time and expenses certain tools, routines, techniques, programs, data, and materials prior to the commencement of this Agreement, (hereinafter, "**Consultant's Materials**"). The Consultant may rely upon, utilize, and include Consultant's Materials in the Services or the Deliverables performed under this Agreement. The Consultant retains all rights, title, and interest, including all copyrights, patent rights, trade secret rights, and other intellectual property rights in Consultant's Materials, which are not a part of the Services or the Deliverables.
- 3.6 insert specific rights

4. INDEPENDENT CONTRACTOR RELATIONSHIP

- 4.1 This Agreement constitutes a contract for the provision of services and not a contract of employment between Parties or any staff deputed by the Consultant and the Client. It is understood and agreed that this Agreement does not create any

relationship of employment, agency, association, partnership or joint venture between the Parties, nor create any implied licenses, nor constitute either Party as the agent or legal representative of the other for any purpose whatsoever. The relationship between the Parties, for all purposes including, tax purposes, insurance purposes, and benefit purposes, shall be one of independent contractors. The Consultant shall be solely responsible for payment of all taxes, business license fees, insurance, and other payments.

- 4.2 The Consultant expressly acknowledges that during the Term of this Agreement, the Consultant or any subcontractors engaged by them are not employees of the Client, and are not entitled to and will not receive any benefits available to the Client's employees such as, without limitation, social security benefits, worker's compensation, health or disability benefits.
- 4.3 Neither Party shall have any right or authority to create any obligation or responsibility, express or implied, on behalf or in the name of the other, or to bind the other in any manner whatsoever.
- 4.4 The Client shall have the unrestricted right to appoint, at any time, other consultants, contractors or employees to render same or similar services and the Consultant shall have no right to object to such an appointment.

5. REPRESENTATIONS AND WARRANTIES

- 5.1 The Consultant warrants to the Client that:
 - 5.1.1 They have the authority and legal capacity to enter into this Agreement;
 - 5.1.2 They are lawfully permitted to perform the Services;
 - 5.1.3 They are not under any disability, restriction or prohibition, legal obligation, which prevents them from performing or adhering to any of their professional obligations under this Agreement;
 - 5.1.4 Although their method of work is their own, they will perform the Services diligently in accordance with the terms of this Agreement and in a timely, efficient, professional, and workmanlike manner;
 - 5.1.5 All products and materials produced under this Agreement, including any Deliverables, will be of original development by the Consultant;
 - 5.1.6 That no materials provided hereunder nor any tangible or intangible products or Deliverables produced under this Agreement will infringe upon or violate any patent, copyright, trade secret, trademark or other intellectual or proprietary right of any third party;
 - 5.1.7 They will, for the duration of this Agreement, at their own cost hold all necessary licenses, consents, permits and approvals required in connection with

their provision of Services under this Agreement.

5.2 The Client represents to the Consultant that:

- 5.2.1 They have the authority and legal capacity to enter into this Agreement;
- 5.2.2 They are not under any disability, restriction or prohibition, legal obligation, which prevents them from performing or adhering to any of their professional obligations under this Agreement;
- 5.2.3 The Fees and Expenses will be paid to the Consultant as per Section 2 of this Agreement; and
- 5.2.4 The Consultant will have all rights as per Section 3 of this Agreement.

6. TERM AND TERMINATION

- 6.1 This Agreement shall commence on the Effective Date, and subject to the provisions of the Agreement, shall continue for a period of from the Effective Date ("Term").
- 6.2 The Consultant may terminate the Agreement with prior written notice if the Client fails to make a payment within , or if the Client breaches any of the material clauses of the present Agreement.
- 6.3 The Client may terminate this Agreement, any Work Order or any portion thereof, without cause, and/or without the occurrence of a default, by giving at least prior written notice to the Consultant. Upon any such termination, the Client is only liable to pay for the Services performed or the Deliverables submitted or the portion of the completed Work Order.
- 6.4 Following the termination or expiration of this Agreement for any reason, the Consultant shall fully cooperate with the Client in all matters relating to the winding up of the Services, and the orderly transfer of such matters to any person designated by the Client and shall promptly return to the Client all of its property and any other materials or information related to the Client or copies thereof, including all Deliverables, whether finished or unfinished, prepared or produced by the Consultant for the benefit of the Client under this Agreement.
- 6.5 The Consultant shall be reasonably available to the Client in connection with any threatened, actual or future litigation or dispute involving the Client (collectively, "**Future Litigation**") in which, and to the extent that, the Consultant's availability is deemed necessary or desirable by the Client.

7. CONFIDENTIALITY

- 7.1 Each Party acknowledges that in connection with this Agreement it may receive

certain confidential or proprietary technical and business information and material of the other Party, but not limited to information like customer lists, business strategies, research and development notes, statistics, and other information that is private (“**Confidential Information**”). Confidential Information does not include information in the public domain, other than through a breach of an obligation of confidentiality, or information already in either Party’s possession, or information that becomes available to either Party from a source not known by either Party to be bound by an obligation of confidentiality to either Party with respect to such information.

- 7.2 The Consultant shall ensure that any of the Client’s Confidential Information is maintained confidential, not disclosed to or used by any third party without the Client’s written consent, is only used for the Purpose and the performance of the Services, and is not appropriated, copied, memorised, reproduced or reverse engineered for the Consultant or any other person’s use and benefit. All the Client’s Confidential Information shall be solely and absolutely vested in and owned by the Client, and the Consultant shall not have or claim any right, title, or interest therein.
- 7.3 Each Party, its agents, personnel, employees, subcontractors shall hold and maintain in strict confidence all Confidential Information, shall not disclose Confidential Information to any third party, and shall not use any Confidential Information except as may be necessary to perform its obligations under the Agreement, or may be required by a court or governmental authority.
- 7.4 Each Party shall notify the other Party upon discovery of any unauthorized use or disclosure of Confidential Information, or any other breach of this Agreement. The Parties will cooperate in every reasonable way to help regain possession of the Confidential Information, and to prevent its further unauthorized use or disclosure.
- 7.5 Each Party must continue to follow these obligations after the termination of this Agreement. Upon termination of this Agreement, the receiving Party will return the Confidential Information and materials to the disclosing Party.

8. INTELLECTUAL PROPERTY

- 8.1 The Consultant hereby agrees to assign absolutely and beneficially to the Client all rights, titles and interests to all existing and intellectual property rights arising out of the Services and the Deliverables.
- 8.2 This Agreement does not affect any pre-existing intellectual property rights owned by the Consultant or licensed from a third party which may be used to create the Deliverables and performance of the Services or part of the Deliverables. Further, the Consultant assigns the Client a non-exclusive license in Consultant’s Materials, only to the extent that they are part of the Services or the Deliverables.
- 8.3 The Consultant agrees to assist the Client in proving the ownership of the Deliverables if required in the future, provided that any required expenses are

borne by the Client.

- 8.4 The Client agrees to grant permission for the Consultant to use the Client's Intellectual Property for the sole purpose of the creation of the deliverable and performance of the Services or part of the Deliverables.
- 8.5 Upon the termination of this Agreement, the Consultant agrees to deliver promptly to the Client all printed, electronic, audio-visual, and other tangible manifestations of the Deliverables, including all originals and copies thereof.
- 8.6 The Consultant agrees to waive any and all moral rights relating to the Deliverables, including any and all rights of identification of authorship and any and all rights of approval, restriction or limitation on use, and subsequent modifications.

9. RESTRICTIONS ON COMPETITIVE ACTIVITIES

9.1 Subject to the provisions of this Section, the Consultant shall be entitled to engage in other activities during their engagement under this Agreement, provided that such activities do not interfere with the provision of the Services, and that such activity does not cause a breach of their obligations under this Agreement.

9.2 Prior to engaging in or performing any such activities or services, the Consultant agrees to notify the Client in writing sufficiently in advance, specifying the (i) start date of such work, (ii) the organization with which the Consultant proposes to consult, provide services, or become employed by, and (iii) all information sufficient to allow the Client to determine if such work would conflict with the terms of this Agreement, including the terms in relation to confidentiality obligations hereunder, the interests of the Client or further services which the Client might request from the Consultant. The Client can either approve or disapprove of such work and inform the Consultant of its decision. In case, such work is disapproved by the Client, the Parties would mutually choose to either terminate this agreement immediately, or have the Consultant serve the Notice Period.

10. INDEMNIFICATION

10.1 The Consultant shall indemnify the Client against any and all claims, liabilities, actions, proceedings, losses, damages, demands, costs, charges and expenses (including but not limited to legal and professional fees incurred) arising from any loss, damage or injury (including death) to any person arising out of any act, default, omission or negligence by the Consultant, and the Consultant's failure or refusal to attend to the complaints put forth by the Client pertaining to any deficiency in the Services, except to the extent that such losses, damages or claims result from proven fraud, gross negligence or wilful misconduct of the Client.

10.2 Notwithstanding any provision to the contrary in this Agreement, in the event of any breach or threatened breach of this Agreement, the Client will be entitled to

immediate relief, with a maximum penalty of , enjoining such violation.

11. MISCELLANEOUS

11.1 Notices:

Any notice required or permitted by this Agreement shall be sent electronically at the following addresses:

11.2 Assignment:

Neither Party shall assign or transfer any of its rights or obligations hereunder without the prior written consent of the other Party, except to a successor in ownership of all or substantially all of the assets of the assigning Party, if the successor in ownership expressly assumes in writing the terms and conditions of this Agreement. Any such attempted assignment without written consent will be void.

11.3 Amendments:

This Agreement may be amended or modified from time to time by mutual written agreement of the Parties hereto, by the authorized representatives of the Parties in writing. Any such amendment or modification has to be in writing to be effective, and must be executed by both Parties, and shall become effective as of the date specified therein.

11.4 Severability:

Should any provisions of this Agreement be held by a court of law to be illegal, invalid, or unenforceable, the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby. Each of the provisions of this Agreement shall be deemed to be an independent covenant. Any provision determined to be invalid or unenforceable shall be given such construction and meaning as to make the provision valid and enforceable, while preserving as much of the effect of that provision as legally permissible.

11.5 Default:

In the event that either Party to this Agreement shall default in their respective obligations hereunder, or in the event of any action to enforce the provisions of this Agreement, the prevailing Party shall be entitled to reimbursement for all reasonable and documented out-of-pocket expenses incurred – appellate fees and costs; the determination of “prevailing Party” to be made on an issue-by-issue basis.

11.6 Waiver:

The waiver by either Party of a breach of any provision of this Agreement by the other Party shall not operate or be construed as a waiver of any other or subsequent breach by such other Party.

11.7 Governing Law and Dispute Resolution:

This Agreement shall be governed in all respects by the laws of . The Parties agree that any dispute or difference whatsoever arising out of or in connection with this Agreement, shall be settled by in .

11.8 Entire Agreement:

This Agreement constitutes the entire agreement between the Parties relating to this subject matter and supersedes all prior or contemporaneous oral or written agreements concerning such subject matter. The terms of this Agreement will govern the Project entirely.

The Parties hereby agree to the terms and conditions set forth in this Agreement and such is demonstrated by their signatures below:

(Client)
Name of Client's company

(Consultant)
Name of Consultant's company

Name :
Title :

Name :
Title :

AGREED:

APPENDIX I

WORK ORDER

Work Order No.:

Period of Performance:

Task Description: describe the task or services

Milestones:

Deliverables <u>describe the deliverable</u>	Due Dates <u>specify the due date for the first deliverable</u>
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Payment Schedule: mention the manner and timing of payment

The Parties agree that the above services will be provided in accordance with the Consulting Agreement signed by both Parties on the Effective Date.