Consultant agreement

Between xxxx

 [*Insert name]*

 *[Insert address]*

 *[Insert city and postal code]*

 *[Insert CVR-number]*

(Hereafter known as The Consultant)

And co-xxxx

[*Insert name]*

 *[Insert address]*

 *[Insert city and postal code]*

 *[Insert CVR-number]*

 (Hereafter known as The Customer)

has of today entered an agreement on execution on consultancy services on the in this agreement specified terms (Hereafter known as The Agreement).

1. **Background[[1]](#endnote-1)**
	1. [A general description of the object of the agreement] [*Example*:[[2]](#endnote-2)

*The Customer wishes to get the workflows of the department analyzed in order to get these optimized]*

1. **Description of the Assignment [[3]](#endnote-3)**

2.1. [*Precise and detailed description of the assignment, which could be attached as appendix]*

**3. The rights and obligations of the Consultant**

3.1. The Consultant shall perform the agreed upon assignments according to this Agreement and Appendixes related thereto.

3.2. The Consultant must act in a loyal way and exclusively fulfill the interests of the Customer.

3.3. The Consultant has within the frameworks of this Agreement the liberty to plan and organize the work performance, including the work hours and the place for execution of the work. Furthermore, the Consultant is free to decide with regard to who should perform the practical execution of the work.

3.4. Entering this Agreement does not limit in any way the Consultant in the access to execute work for other employers at the same time.

3.5. By the end of the assignment, The Consultant is obliged to return all materiel, which have been extradited by the Customer, as well as The Consultant must extradite all documentation, guides etc. that have been developed by the Consultant in connection with the solution of the assignment.

**4. The Customer involvment**

4.1. During the performance of the assignment, the Customer provides staff, documents, software, diagrams, premises, etc. available for The Consultants all in order to ensure that the consultant has the best possible terms in connection with the solution of the assignment.

4.2. The Customer is obliged to assist the Consultant in obtaining the information about The Customer’s business that the Consultant may need in the solution of the assignment, including information on technical, financial and organizational matters.

4.3. The Customer shall designate one or more Person (s) authorized to dispose on behalf of the Customer in relation to the Consultant.

**5. Reporting**

5.1. The parties agree that a meeting shall be held each [insert number of weeks] in which the Consultant shall state the status of the project and the parties then jointly discuss the implementation of any action until the next meeting.

**6. Remuneration**

6.1. (**Option 1**) The fixed contract amount for the performance of the assignment amounts to DKK [insert amount].

(**Option a**) The contract amount is paid in monthly installments amounting to DKK [insert amount] and the Consultant submits invoice no later than the 5th of each month.

 (**Option b**) The Consultant sends an invoice after the delivery of the assignment.

(**Alternative 2**) The consultant's work is settled on an hourly basis by kr. [Insert amount]. The payment will be paid on the basis of the Consultant's invoice, which will be sent to the Customer by the 5th of each month.

6.2. The payment of the Consultant does not include the expenses and extraordinary costs of the Consultant.

As Expenses are the following among others considered[[4]](#endnote-4):

a) Expenses related to necessary and documented transport, travel, stay and consumption.

b) Expenses related to materials, tools, software, etc. - after prior approval by the Customer.

The Consultant remunerates the agreed upon expenses.

6.3. The payment does not include any additional work that is due to the Customer extending the scope of the original assignment or changing the contents of the assignment.

6.4. The Consultant's payment is due 8 days after the date on the invoices sent by the Consultant.

6.5. Amounts due will be interestable at the current rate of interest.

6.6. The consultant's payments and claims for reimbursement of expenses and extraordinary costs are stated exclusive of VAT.

6.7. If payment is not made as stated, this is regarded as material breach, cf. Para. 11. If payment is not made as stated, the Consultant is entitled to terminate the work until payment is made and to terminate the agreement, cf. Section 11. 1

**7. Intellectual Property Rights**

7.1. The consultant has the copyright to the material prepared by the consultant in connection with the assignment. The customer is entitled to use the material to the extent that it is assumed that it should take place in view of the principal's usual activities.

7.2. The consultant retains rights over his ideas and inventions and is entitled to use ideas, inventions, know how and material for solving tasks for other clients.[[5]](#endnote-5)

7.3. The consultant may not publish the material or parts of the material prepared without the consent of the Customer. The customer informs the consultant prior to the publication of the material produced.

7.4. In case of public reproduction of the material or parts thereof, the Consultant's name or company must be stated and Section 3 of the Copyright Act is respected (droit de respect and droit pater nite).

7.5. The Customer is also responsible for ensuring, in addition, any intellectual property rights that the task may give rise to.

7.6. The Customer is in all respects responsible for the work the Customer has requested the Consultant to perform, not violating third party rights.

**8. Time Schedule and deadlines**

8.1. The Consultant starts working [*insert date*]

8.2. The parties have prepared the as appendix [insert appendix number] attached enclosed schedule.

8.3. The consultant may require extension of the agreed schedule when the assignment's solution is delayed by the following conditions [[6]](#endnote-6):

a) When, during the performance of the assignment, the Customer expands the scope of the assignment or changes the contents of the assignment.

b) In the event that the Customer, in violation of the provision in section 4, fails to provide the Consultant with staff, documents, software, charts, premises and information during the performance of the assignment.

c) If any other advisers / suppliers do not deliver their materials and services within the agreed deadlines, thereby preventing the Consultant from performing his duties.

d) When the Consultant or other named persons to perform the task are affected by a documentable disease and therefore have not been workable.

e) Minimum 14-day extension of the deadline for taking holiday if performance of the contract covers the period that includes July.

f) For other events, the Consultant is not a master and whom he or she did not foresee or should anticipate.

**9. Responsibility for deadline exceeding, errors and omission.**

9.1. If the Consultant exceeds the schedule for a task without being entitled to a time extension, the Consultant is liable for the Customer's loss under Danish law general rules on delay, with the limitations set out in section 9.2-9.9, which also applies for delays by the Consultant[[7]](#endnote-7)

9.2. The consultant is not responsible for any time limits and delays caused by the Customer.

9.3. If the Customer exceeds any time limits without claiming a time extension, the Customer is liable for the loss of the Consultant under Danish law's general compensation rules.

9.4. The consultant is responsible under Danish law's general compensation rules for maladministration in solving a task.

9.5. The consultant is not liable for operating loss, loss of profit or other indirect loss.

9.6. The liability of the consultant can not exceed the Consultant's fee for the performance of the particular task, regardless of whether the liability is claimed for several individual circumstances. If the performance of the assignment is divided into phases, the Consultant's liability is maximized to the fee for the performance of that phase of the assignment.

9.7. The consultant is obliged to draw a customary professional liability insurance [[8]](#endnote-8)

9.8. The work is considered delivered when it accesses the Customer. The customer may, within three weeks after the work delivery convene a handover procedure. Missing as demonstrated by this handover, the Consultant shall be liable to remedy. The customer must in writing indicate what deficiencies he will plead.9.9.

9.9 The Consultant must be given a reasonable time limit for remedying deficiencies. When determining the deadline, account must be taken of the nature and extent of the defects and to the conditions in general. After remedying the defects, the work is considered for final delivery.

**10. Resignation**

10.1. The parties may terminate this contract with one month's notice to one month's end.

10.2. In case of termination, the Consultant is entitled to a fee for work done until the expiry of the termination period.

10.3. The consultant is entitled to perform the agreed work during the notice period. However, if the Customer declines that the Consultant carries out work during the notice period, the Customer shall pay the agreed remuneration.

**11. Breach of contract**

11.1. Each party is entitled to terminate the Agreement without notice in the event of material breach by the other party.

11.2. If the Customer terminates the Agreement, the Consultant is entitled to compensation only for so much of the work performed before the cancellation.

11.3. In case of termination of the agreement, the customer has claims to cover his loss in accordance with Danish law's general rules.

11.4. Cancellation is conditional upon the party wishing to exercise the right to termination, before the termination has given written notice to the other party, specifying the nature of the breach, and information that the Agreement will be lifted if the breach is not terminated within 10 days.

**12. Force Majeure**

12.1. The following circumstances result in exemption from liability if they occur after this Agreement and prevent its fulfillment; Labor disputes or other circumstances of the parties is beyond their control, such as fire, war, mobilization or unforeseen military call, currency restrictions, insurrection and civil unrest, lack of means of transportation, general scarcity of goods, restrictions of equipment and shortages of supplies or delays from suppliers or subcontractors due to any of the circumstances mentioned in this section.

12.2. Each Party shall have the right to terminate the Agreement by written notice to the other Party when its fulfillment will be impossible within a reasonable period due to one or more of the above circumstances.

**13. Confidentiality**

13.1. The parties are mutually bound to observe the silence of all non-commonly known information and materials about the other party.

13.2. The duty of confidentiality includes employees, subcontractors and other external advisors who contribute to the performance of the task.

13.3. The confidentiality also applies after completion of the assignment and the termination of the Agreement.

13.4 Reference is made to the Danish Trade Secrets Act.

**14. Transfer of rights and obligations**

14.1. The parties may not, without the written consent of the other party assign its rights and obligations under this Agreement to third parties. Such consent can not be denied without just cause.

**15. Amendment procedure**

15.1. Changes to the agreement can only be made by written agreement of both parties signed in writing to the Agreement.

**16. Disputes, Choice of Law and Jurisdiction**

16.1. This Agreement is governed by Danish law.

16.2. In the event of a dispute arising out of or relating to this contract, the parties shall seek settlement of the dispute by mediation arranged by Mediationsinstituttet (The Danish Mediation Institute, www.mediationsinstituttet.dk) in accordance with the “Rules of Procedure of Mediationsinstituttet”.

If, in the opinion of one or more of the parties, a dispute or a disagreement has arisen between them, either party shall be entitled to file a request with Mediationsinstituttet for commencements of mediation proceedings.

The mediation clause does not prevent either of the parties to initiate litigation proceedings in order to pursue a provisional remedy that is authorized by law or because of statutes of limitation etc.

16.3. If the dispute is not settled after completion of mediation, either of the parties are entitled to seek settlement of the dispute through the Danish courts.

**17. Expenses**

17.1. Each party shall bear its own costs in connection with the conclusion of this Agreement.

**18. Signatures**

18.1. This Agreement is made in two original copies, one for each of the Parties.

**19. Appendixes**

Appendix 1:

 Appendix 2:

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**Signatures of the Parties**

[I*nsert city*]*,* the [*insert day, month, year*] [I*nsert city*]*,* the [*insert day, month, year*]

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[*Insert name of the Consultant*] [*Insert name of the Customer*]

1. Here, in general terms, the background for the conclusion of the consultancy agreement is described. [↑](#endnote-ref-1)
2. This wording is an example of general overall description of the subject matter of the agreement. The purpose is to give an overall picture of what the task is about. [↑](#endnote-ref-2)
3. This gives a precise and detailed description of the task the Consultant must perform for the Customer so that there is no doubt as to which service, task or material to be delivered [↑](#endnote-ref-3)
4. What is covered in the concept of expenses varies from agreement to agreement and it should therefore carefully be considered what this section should include [↑](#endnote-ref-4)
5. This section clarifies the Customer is not given the right to the idea or inventions itself, but exclusively the right to use copies of the prepared product/material. [↑](#endnote-ref-5)
6. If a fixed schedule is worked out, it is essential to specify the circumstances justifying an extension of the deadline set by the Consultant. The consequence of the deadline running without the circumstances mentioned is a possible liability to the Customer. [↑](#endnote-ref-6)
7. The reference to the Danish general liability rules involves among other the Customer can only demand compensation if it is possible to prove a loss. [↑](#endnote-ref-7)
8. Consideration should be given to the necessity of drawing up an advisory liability insurance. Please contact an insurance company. [↑](#endnote-ref-8)