

## CONSULTANCY AGREEMENT

This Consultancy Agreement is made on the \_\_\_\_\_ day of \_\_\_\_\_ month of 20\_\_\_\_ at \_\_\_\_\_ Between \_\_\_\_\_, a registered company, owned and managed by \_\_\_\_\_ (Hereinafter referred to as the "COMPANY" which expression shall include its successors, executors and assigns) of the First Part

**And**

\_\_\_\_\_ residing at \_\_\_\_\_ (Hereinafter referred to as the "CONSULTANT" of the Other Part, WHEREAS,

A. The Consultant was contacted by the COMPANY for his expertise and consultancy services in the field of \_\_\_\_\_.

B. The COMPANY, after a thorough consideration of the profile and expertise of the Consultant and taking into consideration its requirement of expertise in \_\_\_\_\_, is desirous of engaging the Consultant for the purpose of providing \_\_\_\_\_. This contract engages the consultant to work from \_\_\_\_\_, and subsequently be available for periodic consultation till \_\_\_\_\_.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The COMPANY hereby engages \_\_\_\_\_ as CONSULTANT on the \_\_\_\_\_ Project for \_\_\_\_\_. The Consultant agrees to serve the COMPANY as a consultant for a period of \_\_\_\_\_ from the Effective Date and as advisory consultant for \_\_\_\_\_ after the period ends.
2. The Duties & Functions of the Consultant are as follows:
  - a) Consultancy: This Agreement is for \_\_\_\_\_ period and during the pendency of the Agreement the Consultant shall commit to the project till the term of the project.
  - b) Duties: During the period of this Agreement, the Consultant shall provide his/her expertise in illustration to the COMPANY in producing visual material for the said project. During the continuance of this Agreement, the Consultant shall devote such of his/her time, attention and abilities to the assigned work as may be necessary for the proper exercise of his/her duties as Consultant.
  - c) Work Reports: The Consultant shall submit to the COMPANY the completed reports along with digital files of the \_\_\_\_\_ as each one is completed.
  - d) Design: The COMPANY in discussion with the consultant and the Client shall submit the appropriate designs.

e) Remuneration: The consultant shall be paid partially in advance with the remaining being paid on the total and satisfactory completion of the Project.

f) The Consultant shall provide his/her best services to the COMPANY in terms of the given work assignments and time schedules and keep all costs within the budget limits as discussed.

g) Non-Competition: The Consultant shall be bound at all times not to divulge in any matter the affairs of the COMPANY whether it is with financial motive or otherwise. The Consultant agrees not to disclose any information relating to the COMPANY or its business or its trade secrets to any of the competitors either directly or indirectly during the pendency of the Agreement.

h) Breach: If the Consultant shall be guilty of any serious misconduct or any serious breach or non-observance of any of the conditions of this Agreement or fails or refuses to carry out the reasonable directions of the COMPANY, the COMPANY shall be entitled to terminate this Agreement without any notice. The COMPANY reserves the right to claim compensation from the Consultant to the extent of the loss sustained by the COMPANY in the event the Consultant acts in violation of this Agreement.

i) Return of property: The Consultant or his/her personal representatives shall upon the termination of her consultancy, immediately return to the COMPANY all correspondence, documents, specifications, papers and property belonging to the COMPANY, which may be in his/her possession or under his/her control, if not otherwise agreed upon.

j) Intellectual Property Rights: All intellectual property rights of copyright, trademarks, design rights, patents created in all material that are developed by the COMPANY using the Consultant's illustrations including but not limited to designs, logos, prints, fabrics, models, furniture drawings, designs, research reports, models, databases etc during the execution of the Project including shall vest solely with the client, \_\_\_\_\_.

k) Licence: As concluded from clause (j) above, the COMPANY allows the Consultant to use, copy, modify, adapt and create derivative works with due acknowledgements to the Client and the COMPANY for any non-commercial, documentation or research purposes.

### 3. The Obligations of the COMPANY are as follows:

In consideration of the above consultancy services to be rendered by the Consultant, the COMPANY shall pay the following consultancy fee and provide the under-noted services to the Consultant:

a) Consultancy Fee: In return for her services, the COMPANY shall pay the Consultant a consultancy fee of \_\_\_\_\_. (\_\_\_\_\_ TDS will be deducted as per income tax rules) which is broken up as a first payment of \_\_\_\_\_ and a final payment of \_\_\_\_\_. If there is any increase in the number of illustrations, the work will be compensated at the rate of \_\_\_\_\_ per \_\_\_\_\_.

b) The COMPANY shall provide to the Consultant all the necessary research materials required for the project and also facilities such as emailing and internet, printing and all other reasonable facilities as required. During the period of this consultancy, the Consultant can use the COMPANY office premises with prior arrangement during the working hours.

4. Non Disclosure: Neither party may disclose the terms of this Agreement to any third party without the other's prior written consent unless compelled to do so in any action or other legal proceeding or unless otherwise required by law.
5. Termination and Expiry: This Agreement can be terminated by the COMPANY upon giving the Consultant prior advance notice in writing and equivalent compensation. In the event that the Consultant terminates this Agreement at any time, the COMPANY reserves the right to claim compensation from the Consultant to the extent of the loss sustained by the COMPANY for such termination. Upon expiry of the term of this Agreement, it may be renewed by mutual consent of both parties.
6. Governing Law: This Agreement shall be construed in accordance with Indian Law and the courts at \_\_\_\_\_ city shall have exclusive and sole jurisdiction over any disputes, differences or questions arising out of or in connection with or in relation to the terms of this agreement.
7. This agreement supersedes all prior or contemporaneous agreements between the parties concerning the subject matter herein.

IN WITNESS WHEREOF, the Parties hereto have signed this Agreement on the day, month and year first above written.

\_\_\_\_\_  
\_\_\_\_\_

(Manager/ Director)

\_\_\_\_\_ (Name)

COMPANY CONSULTANT

