Consultancy Agreement

This Consultancy Agreement ("Agreement") is entered into as of [Date], by and between:

KCL Digital

[Legal Address]

("Client")

and

[Consultant's Company Name]

[Consultant's Address]

("Consultant").

1. Scope of Services

The Consultant agrees to provide the following services to the Client:

[Provide a detailed description of the services to be provided]

2. Project Timeline

The project will commence on [Start Date] and is expected to be completed by [End Date], subject to any extensions agreed upon by both parties.

3. Compensation

The Client agrees to pay the Consultant [Specify compensation details, including fees and payment frequency]. Additional expenses, if any, will be reimbursed by the Client as agreed upon in writing.

4. Work Hours and Schedule

The Consultant will work [Specify work hours and any schedule requirements].

5. Location of Work

The work will be performed [On-site/Remotely/Combination].

6. Intellectual Property

Any intellectual property created during the consultancy will be [Specify ownership and usage rights].

7. Confidentiality and Non-Disclosure

Both parties agree to maintain the confidentiality of any proprietary or confidential information disclosed during the course of the consultancy.

8. Termination

Either party may terminate this agreement with [Specify notice period] written notice for any reason.

9. Insurance

The Consultant is responsible for maintaining [Specify any required insurance coverage].

10. Liability

The liability of both parties is limited to [Specify liability limits].

11. Independent Contractor Status

The Consultant acknowledges and agrees that they are an independent contractor and not an employee of the Client.

12. Outside IR35 Confirmation

The parties confirm that this engagement is deemed Outside IR35.

13. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of [Specify governing jurisdiction].

14. Dispute Resolution

Any disputes arising from this Agreement shall be resolved through [Specify dispute resolution mechanism].

IN WITNESS WHEREOF, the parties hereto have executed this Consultancy Agreement as of the date first above written.

Client:

[Signature] [Date]

[Printed Name and Title]

Consultant:

[Signature] [Date]

[Printed Name and Title]

Example

Consultancy Agreement

This Consultancy Agreement ("Agreement") is made and entered into as of [Date], by and between:

Client:

KCL Digital
123 Tech Lane
London, UK

("Client")

Consultant:

TechGen Innovations Ltd.
456 Innovation Avenue
Manchester, UK

("Consultant").

1. Scope of Services

The Consultant agrees to provide the following services to the Client:

The provision of comprehensive software development services, including but not limited to coding, testing, and implementation, as detailed in Exhibit A attached hereto.

2. Project Timeline

The project will commence on March 15, 2024, and is expected to be completed by September 30, 2024, subject to any mutually agreed-upon extensions in writing.

3. Compensation

The Client agrees to pay the Consultant a daily rate of £500 for the entire project. The estimated total project cost is based on an average of 20 billable days per month. Invoices shall be submitted monthly, with payment due within 30 days of receipt.

4. Work Hours and Schedule

The Consultant will work Monday to Friday, from 9:00 AM to 5:00 PM GMT, with flexibility for additional hours if required for project milestones.

5. Location of Work

The work will be primarily performed remotely, with the Consultant available for on-site meetings at the Client's request, not exceeding one visit per month.

6. Intellectual Property

Any intellectual property created during the consultancy shall be the exclusive property of TechGen Innovations Ltd., with the Client granted a non-exclusive, royalty-free license for its use in connection with the project.

7. Confidentiality and Non-Disclosure

Both parties agree to maintain the confidentiality of any proprietary or confidential information disclosed during the course of the consultancy, both during and after the termination of this Agreement.

8. Termination

Either party may terminate this agreement with 30 days' written notice for any reason, provided that any outstanding fees and expenses are settled.

9. Insurance

TechGen Innovations Ltd. shall maintain professional liability insurance coverage of at least £1,000,000 throughout the term of this Agreement.

10. Liability

The liability of both parties under this Agreement shall be limited to the fees paid or payable under this Agreement.

11. Independent Contractor Status

TechGen Innovations Ltd. acknowledges and agrees that they are an independent contractor and not an employee, responsible for their own taxes and statutory obligations.

12. Outside IR35 Confirmation

The parties confirm that, for the purposes of the UK tax regulations, this engagement is deemed Outside IR35.

13. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of England and Wales.

14. Dispute Resolution

Any disputes arising from this Agreement shall be resolved through arbitration in accordance with the rules of the London Court of International Arbitration.

IN WITNESS WHEREOF, the parties hereto have executed this Consultancy Agreement as of the date first above written.

Client:

[Signature] [Date]

John Smith
Chief Technology Officer

Consultant:

[Signature] [Date]

Emma Johnson
CEO, TechGen Innovations Ltd.