# CONSULTANT AGREEMENT

[*Note: that all text in italics information must be inserted, a choice made between several option, or an option shall be selected or deselected]*

# CONSULTANT AGREEMENT

between *[insert name]*

*[insert address]*

*[insert city and postal code]*

*[insert CVR-number]*

(the “Consultant”)

and the client [*insert name*]

[*insert address*]

[*insert city and postal code*]

[*insert CVR-number*]

(the “Client”)

entered into today on execution of consultancy services on the terms specified in this agreement (the “Agreement”).

1. **BACKGROUND**[[1]](#endnote-1)
   1. [*insert a general description of the object of the Agreement*] [*Example*:[[2]](#endnote-2)

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

* 1. The Consultant is not employed as an employee with the Client and is not subject to the Client's managerial right. The Consultant is, therefore, not subject to the same managerial right as the Client has towards its employee in regard to services under the Agreement. The Consultant is, thus, not subject to any employment legislation, including, but not limited to, the Danish Salaried Employees Act, the Danish Holiday Act, The Danish Employment Contract Act, etc., any collective bargaining agreement nor any other employment regulation.

1. **DESCRIPTION OF THE ASSIGNMENT**[[3]](#endnote-3)
   1. [*insert a precise and detailed description of the assignment. The description can also be attached as an appendix*]

The services above are defined as the “Assignment”.

1. **THE RIGHTS AND OBLIGATIONS OF THE CONSULTANT** 
   1. The Consultant will execute the Assignment in accordance with the Agreement and any appendixes related hereto.
   2. The Consultant must act loyally and in accordance with the interests of the Client.
   3. The Consultant has the liberty – within the framework of the Agreement – to plan and organize the execution of the Assignment, including the working hours and the place of execution of the Assignment. The Consultant is free to decide, which persons shall execute the practical execution of the Assignment.
   4. The Agreement does not limit the Consultant in any way to execute assignments for other clients at the same time.
   5. By the end of the Assignment, the Consultant is obligated to return all material, which has been handed out by the Client. The Consultant must also hand over all documents, guides, etc. that have been developed by the Consultant in connection with the Assignment.
2. **THE CLIENT’S INVOLVEMENT** 
   1. During the execution of the Assignment, the Client provides – to the necessary extent – staff, documents, software, diagrams, premises, etc., in order to ensure that the Consultant can execute the Assignment. [[4]](#endnote-4)
   2. The Client is – to the necessary extent – obligated to assist the Consultant with obtaining information concerning the Client’s business, which the Consultant needs when executing the Assignment, including, but not limited to, information on technical, financial and organizational matters.
   3. The Client will designate one or several persons, who are authorized to act on behalf of the Client in relation to the Consultant.
3. **REPORTING**

5.1 The parties agree that a meeting shall be held each [*insert number*] [*insert week or month*] during which the Consultant shall disclose the status of the Assignment and during which the parties jointly can agree on implementation of any actions until the next meeting.

1. **FEE**
   1. **(Alternative 1)** The total fee for the execution of the Assignment amounts to DKK [*insert amount*].

**(Option 1.a)** The fee is paid in monthly installments of DKK [*insert amount*], which the Consultant invoices no later than the 5th of each month.

**(Option 1.b)** The Consultant forwards an invoice after the completion of the Assignment.

**(Alternative 2)** The Consultant's execution of the Assignment is settled with an hourly fee of DKK [*insert amount*]. The fee will be paid on the basis of the Consultant's invoices, which will be forwarded to the Client no later than the 5th of each month.

* 1. The Client does not reimburse the Consultant for expenses and extraordinary costs in relation to the execution of the Assignment, unless the parties have agreed to otherwise in advance and in writing.
  2. The fee does not include any services not included in clause 2.1.
  3. The Consultant's fee is due 8 days after the date on which the invoice was forwarded to the Client. Unpaid fees will accrue interests with the current legal interest rate (in Danish: *procesrente*).
  4. The Consultant’s fee is stated exclusive of VAT.
  5. If the fee is not paid in accordance with clause 6.1 – 6.4, this is a material breach of the Agreement, cf. clause 12, and the Consultant is entitled to either suspend the execution of the Assignment until the fee is paid or to terminate the Agreement in accordance with clause 12.1. The Consultant is entitled to a fee of DKK [amount] pr. invoice, if the Client does not pay the invoice within the deadline in clause 6.4. In addition, the Consultant is entitled to seek damages for the breach of the Agreement from the Client under Danish legislation regarding general rules of damages.

1. **TAX MATTERS**
   1. Any tax issues for the parties that may arise from the Agreement have no relevance to the other party.
2. **INTELLECTUAL PROPERTY RIGHTS** 
   1. The Consultant has the copyright to the material prepared by the Consultant in connection with the Assignment. The Client is entitled to use the material to the intended extent in view of the Client’s usual activities.
   2. The Consultant retains rights over his/her ideas and inventions and is entitled to use ideas, inventions, knowhow and material to execute assignments for other clients.[[5]](#endnote-5)
   3. The Consultant may not publish material or parts hereof without the prior consent of the Client. The Client must inform the Consultant prior to the publication of any produced material.
   4. In case of public reproduction of material or parts hereof, the Consultant's name or company must be stated in accordance with section 3 in the Danish Copyright Act (in Danish: *ophavsretsloven*).
   5. The Client is responsible for securing any intellectual property rights, which the Assignment may give rise to.
   6. The Client is obligated to ensure that the Assignment does not violate any third parties’ rights.
3. **TIME SCHEDULE AND DEADLINES** 
   1. The Consultant commences the Assignment on [*insert date*].
   2. The parties have prepared the attached time schedule (appendix [*insert appendix number*).
   3. The Consultant can request an extension of the time schedule in clause 9.2, when the Assignment is delayed due to the following:[[6]](#endnote-6)
4. When the Client expands the scope of the Assignment or changes the terms of the Assignment.
5. In the event that the Client breaches clause 4.1.
6. In the event that the Client breaches clause 6.1 - 6.4, cf. clause 6.6.
7. If any of the Client’s advisers/suppliers do not deliver their materials and services within the agreed deadlines preventing the Consultant from partly or wholly executing the Assignment.
8. When the Consultant is affected by a documentable illness and, therefore, is not able to work.
9. A minimum 21-day extension for taking holiday, if the time schedule covers a period including July.
10. In case of force majeure, cf. clause 13.
11. **RESPONSIBILITY FOR DEADLINE ECXEEDING, ERRORS AND OMMISION** 
    1. If the Client breaches its obligations under the Agreement, the Client is responsible for the Consultant’s loss under Danish legislation regarding general rules of damages.
    2. If the Consultant breaches its obligations under the Agreement, the Consultant is responsible for the loss of the Client under Danish legislation regarding general rules of damages, however, see clause 10.2.1 - 10.2.3.
       1. If the Consultant breaches its obligations under the Agreement due to reasons caused by the Client, the Consultant is not liable for the Client’s loss.
       2. The Consultant is not responsible for the Client’s operating loss, loss of profit or other indirect losses.
       3. The Consultant’s obligation to pay damages cannot exceed the Consultant's fee for the execution of the Assignment, regardless of whether damages are claimed for several individual circumstances. If the execution of the Assignment is divided into phases, the Consultant's obligation to pay damages is maximized to the fee for the execution of the specific phase of the Assignment.
    3. The Consultant is obligated to take out a customary professional liability insurance.[[7]](#endnote-7)
    4. The Assignment is completed when the Assignment (or the result hereof) is handed over to the Client. The Client can within three weeks after the Assignment is completed convene a delivery meeting. The Consultant is obligated to remedy any defects detected during such delivery meeting. The Client must in writing specify which defects the Client invokes.
    5. The Consultant must be given a reasonable time limit for remedying any defects. When determining the deadline, consideration must be taken to the nature and extent of the defects and to the conditions in general. After remedying any defects, the Assignment is considered as completed.
    6. If no delivery meeting is held, the Client is not entitled to make claims regarding defects. If a defect is not specified during a delivery meeting, the Client is not entitled to make claims regarding such defect.
12. **TERMINATION**
    1. **(Alternative 1)** The parties may terminate the Agreement in writing with one month's notice to a month's end.

**(Alternative 2)** The Agreement lapses at the completion of the Assignment on [*insert date*], unless one of the parties prior to this date terminates the Agreement with [*insert amount*] [*insert weeks/months*] notice in writing.

* 1. In the event of termination by notice, the Consultant is entitled to a fee for the executed part of the Assignment until the expiry of the notice period.
  2. The Consultant is not entitled to complete the Assignment, if the Agreement is terminated prior to the completion of the Assignment. The Consultant is, however, entitled and obligated to execute work on the Assignment during the notice period, unless the Client refuses to allow the Consultant to do so. If the Client refuses to allow the Consultant to execute work during the notice period, the Client must pay fees for the work that the Consultant would have executed during the notice period.

1. **BREACH OF THE AGREEMENT**
   1. Each party is entitled to terminate the Agreement without notice in the event of a material breach by the other party.
   2. If the Client terminates the Agreement under clause 12.1, the Consultant is only entitled to fees for the part of the Assignment executed until the termination.
   3. In case of termination by a party, the other party is entitled to raise claims of damages in accordance with Danish legislation regarding general rules of damages.
2. **FORCE MAJEURE** 
   1. The following circumstances result in exemption from liability, if they occur during the course of Agreement and prevent its fulfillment; labour disputes or other circumstances that is beyond the parties’ control, such as fire, war, mobilization, epidemics, pandemics, extreme weather conditions 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 clause.
   2. Each party is entitled to terminate the Agreement in writing without notice, if it is impossible – within a reasonable period – to execute the Agreement due to one or several of circumstances stated in clause 13.1.
3. **CONFIDENTIALITY** 
   1. Under the Danish Trade Secrets Act (in Danish: *lov om forretningshemmeligheder*), the parties are mutually bound to have due regard for the secrecy of all non-commonly known information and materials about the other party, including, but not limited to, information of any kind that is not meant for public disclosure, such as product descriptions, specifications, registrations, accounting information, business concept, business strategy, prizes and rates, manuals, overview of employees and goods, etc.
   2. The duty of confidentiality includes employees, subcontractors and other external advisors who, as part of the execution of the Assignment, receive knowledge of the information mentioned in clause 14.1.
   3. The confidentiality also applies after completion of the Assignment and the expiry of the Agreement.
4. **TRANSFER OF RIGHTS AND OBLIGATIONS** 
   1. The parties cannot without prior written consent of the other party assign its rights and obligations under the Agreement to third parties. Such consent cannot be denied without reasonable cause.
5. **[*INSERT CHANGE OF CONTROL***
   1. *If 50% or more of the shares or ownership in the Client are transferred [insert to a third party] [insert within a period of [insert number]] months, the Consultant may terminate the Agreement without notice and claim damages in accordance with the general rules of Danish law.*]
6. **AMENDMENT PROCEDURE** 
   1. Amendments to the Agreement can only be made in a prior written addendum to the Agreement signed by both parties.
7. **DISPUTES, CHOICE OF LAW AND JURISDICTION** 
   1. The Agreement is governed by Danish law.
   2. Any dispute or disagreement that may arise in connection with the Agreement must be attempted to be solved by the parties through conversations and negotiations.
   3. If a solution cannot be reached through conversations and negotiations, each of the parties is entitled to bring the matter in front the Danish courts.
8. **EXPENSES** 
   1. Each party shall bear its own costs in connection with entering the Agreement.
9. **SIGNATURES** 
   1. The Agreement is drafted in two original copies, one for each of the parties.
10. **APPENDIXES**

Appendix 1:

Appendix 2:

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**SIGNATURES OF THE PARTIES**

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

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

1. Here the background for the conclusion of the Agreement is described in general terms. [↑](#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 Assignment is about. [↑](#endnote-ref-2)
3. This gives a precise and detailed description of the Assignment that the Consultant must execute for the Client to ensure that there is no doubt as to which service, task or material the Consultant is obligated to deliver. [↑](#endnote-ref-3)
4. The listing in clause 4.1 should not be considered to be exhaustive and can vary from agreement to agreement. [↑](#endnote-ref-4)
5. This clause clarifies that the Client is not given the right to the idea or the invention itself, but exclusively the right to use copies of the prepared product/material. [↑](#endnote-ref-5)
6. If a fixed time schedule is agreed upon, it is essential to specify the circumstances justifying an extension of the deadline set by the Consultant. The consequence of the deadline expiring without the circumstances mentioned constitutes a possible liability towards the Client. [↑](#endnote-ref-6)
7. Consideration should be given to the necessity of drawing up an advisory liability insurance. Please contact an insurance company. [↑](#endnote-ref-7)