

## CONSULTANCY AGREEMENT

This contract constitutes a standard contract, written in general terms, by the law firm of Philippe & Partners. This basic model should be completed to correspond to the specifics of the contractual relationship to be instituted. The law firm of Philippe & Partners can adapt this model in individual cases. In other cases, the liability of the aforementioned law office cannot be engaged.

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### Between the undersigned:

X, company [legal form], which has its registered office situated at [address of registered office], registered with [...] under the number [...], validly represented by .....  
..... in his/her capacity as .....

Hereafter referred to as the “Company”

**ON THE ONE HAND**

**AND**

Y, company [legal form], which has its registered office situated at [address of registered office], registered with [...] under the number [...], validly represented by .....  
..... in his/her capacity as .....

Hereafter referred to as the “Consultant”

**ON THE OTHER HAND**

The Companies X and Y will hereafter be individually referred to as the “Party” and collectively as the “Parties.”

### 1. Definitions

Within the framework of this Contract, the following terms will have the following meaning:

- **Notification:** written document, sent by a means of communication assuring proof, as well as the date, of reception of the letter;
- **Services:** whole of the services (...) which the consultants commit to furnish to the Company
- (...)

## **2. Object of the Contract**

The Consultant commits itself to provide Services to the Company throughout the duration of this Contract, with respect to the terms and conditions found therein, knowing that the list of Services can be modified at any time by the Company and that such a change does not affect the other clauses of this Contract.

## **3. Duration of the Contract**

**3.1 Option A.** This Contract is concluded for a fixed duration. It comes into force the (...) and terminates the (...). At the end of this period, the contractual relationship will end without requirement of a notice period or requirement of a notification. Nevertheless, if at the end of the period previously described, the Parties continue to perform the Contract, the latter is presumed to be renewed for the same duration, unless the Parties agree otherwise. The Contract can be renewed in this way (...) times.

**3.2 Option B.** This Contract is concluded for an indeterminate duration. Each Party has the right to terminate it, subject to Notification of its will to the other Party and to the compliance with a Notification period of (...) months, unless the Parties agree otherwise.

## **4. Terms and Conditions of Performance of Services**

**4.1** The Consultant will provide Services with reasonable competence and attention so as to satisfy the Company pursuant to the terms of this Contract.

**4.2** The Consultant will provide advice, information and documents in conformity with the highest professional standards.

**4.3** The Consultant will use, as a reasonable person would, all documents, records, computer software, models, notes, reports and all other information given by the Company within the framework of this Contract.

**4.4** The Consultant shall perform its tasks independently.

**4.5** Unless expressly mandated, the Consultant is free to determine the manner in which it will perform the Services. However, it must spend at least (...) hours per week performing these Services.

**4.6** Unless expressly mandated, the Consultant accepts that it may never legally represent the Company and therefore that it cannot sign agreements, enter into negotiations, accept or use certain rights and obligations in the name of the Company.

**4.7** The Consultant agrees to disclose to the Company all circumstances which exist or may appear to create a conflict of interest between the Consultant and the Company.

**4.8**

## **5. Obligations of the Company**

The Company agrees to assist the Consultant by providing the appropriate information about its business, including but not limited to technical and economical information and information relative to the conditions of the organisation.

## **6. Modifications**

**6.1** The Parties may negotiate in writing a change to the nature, scope or duration of the consultancy Services.

**6.2** In the event of a change, the Parties will negotiate with good faith a modification of the fee and the time required for performing the Contract.

**6.3** The Consultant will not work on the basis of new terms and conditions of the Contract without the prior consent and written agreement of both Parties on a new fee and time period for performance of the Contract.

**6.4** If the Parties cannot reach an agreement on the fees and period of performance in (...) days from receipt of the request for change from the Company, the amount and the period will be determined in conformity with Section 19.

## **7. Payments, Costs and Expenses**

**7.1** The Company will reimburse the Consultant for the Services rendered, by monthly instalments of (...) Euros, the first day of each month throughout the duration of this Contract to the bank account IBAN number (...) with the bank (...) (BIC) of the Consultant.

**7.2** In addition to fees, the Consultant has a right, on the basis of supporting documents submitted to the Company, to the reimbursement of expenses related to travel and to reasonable payments directly related to performing these Services.

**7.3** Administration and communication costs of the Consultant are also reimbursed on the basis of a supporting document sent to the Company.

## **8. Non-Competition**

The Consultant warrants to the Company that it is not party to another consultancy agreement with another party, company, or corporation in a competing industry to that in which the Company operates, which would be comparable to this Contract. The Consultant agrees not to enter into any such agreements of this type throughout the duration of the Contract.

## **9. Confidentiality**

**9.1** The Consultant promises to respect the confidentiality of the information delivered by the Company, within the framework of this Contract. By reason of this obligation of confidentiality, the Consultant cannot divulge to third parties any information received.

**9.2** The Consultant guarantees that this obligation will be respected by its employees.

**9.3** The Consultant agrees to use the information received exclusively in relation to this Contract, except when express authorisation is given.

**9.4** The obligation of confidentiality found in this Contract does not apply to the following information:

- which is currently freely known to the public;
- which is developed in an independent manner by the Consultant without using any confidential information;
- which is already known by the Consultant prior to its revelation;
- which is subsequently obtained by the Consultant through a third party without violating the obligation of confidentiality.

**9.5** All information transmitted directly or indirectly will be and will remain the exclusive property of the disclosing Party.

**9.6** In the event that either Party does not perform one of its obligations contained in this clause, the other Party has the right to claim damages.

**9.7** This clause will have effect throughout the duration of the Contract as well as (...) years after the termination of the said Contract.

**9.8** Except in emergencies and in the case of publicity and promotion of the Company, the Consultant cannot make declarations (written or oral) to any representative of the press, television, radio or other media and cannot write articles in the newspaper on a matter related to the activities of the Company, without its agreement.

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