

CONTRACT FOR CONSULTANCY SERVICES

This contract is entered into this

by and between

COMPANY NAME

BRN - ADDRESS,

represented by **NAME OF SIGNATORY** - Director of

bearing NID

and

..... represented by,

bearing NID

residing at

Now, therefore the Parties, hereby agree as follows:

1. Services

- a) hereby engages the Consultant to provide and perform the services set forth in the approved quotation and timeline cost for the Implementation Phase for a period of six months where the consultant hereby accepts the engagement.
- b) All Services to be provided by Consultant shall be performed with promptness and diligence in a professional manner.
- c) shall provide such access to its information, property and personnel as may be reasonably required in order to permit the Consultant to perform the Services.

2. Term

- a) This agreement shall commence on the effective date and shall remain in effect until the completion of the services as per the quotation and timeline.
- b) Upon signature of this agreement and consultant fully agree and commit to the fee and duration of the consultancy.

3. Payment

- a) Monthly payment to the consultant shall be according to the quotation.
- b) Payment shall be made not more than seven days after issuing invoice.
- c) shall be liable to full and complete payment for the whole consultancy fee if the contract is terminated for any reason **other** than **article 4a**.
- d) Current or forthcoming payment shall be stopped immediately for reasons mentioned in article 4a.

4. Termination

- a) The contract may be terminated **without any liability**:
 - i. if the any party become insolvent or bankrupt, or;
 - ii. if, as the result of Force Majeure, any party is unable to perform its activities for a period of not less than 2 months.
 - iii. if, as the result of Force Majeure, from events beyond control including fire, earthquake, tsunami, cyclone or other Act of God, or riot, war where the business activity ceases for a period not less than six months starting from the uncontrolled event.
 - iv. for any misconduct or prejudices caused to the
 - v. if there is mutual agreement between consultant and

5. Project Administration

- a) shall designate an assistant who shall be responsible for the coordination of activities under the Contract. Appropriate training shall be delivered to the assistant by the Consultant
- b) The Consultant shall keep accurate and systematic records in respect of the Services.

6. Confidentiality

The Consultants shall not disclose any proprietary or confidential information relating to the Services, this Contract or business or operations without the prior written consent of

7. Ownership of material

Any **materials** including reports, graphic, software or otherwise, prepared by the Consultant for under the Contract shall belong to and remain the property of

8. Intellectual property

The intellectual property, including methodologies, scientific approaches or otherwise, used to create any materials as stipulated in article 7 shall remain the property of the consultant. However, ... can use the intellectual property for its own use.

9. Consultant Not to be Engaged in Certain Activities

The Consultant agrees that, during the term of this Contract and **at least one year** after its termination, the Consultant shall be disqualified from incorporating an activity similar to without its consent.

10. Jurisdiction and Severability

The Mauritius jurisdiction shall be used for any legal dispute. The invalidity or unenforceability of any part of this Agreement shall not affect the validity or enforceability of any other.

.....

Mr. SIGNATORY

Company

Date:

.....

Mr.

Consultant

Date: