

Commercial Contract

CONSULTANT AGREEMENT (SHORT)



*Empowered lives.
Resilient nations.*



Small and Medium Enterprises Development Authority

Ministry of Industries & Production

Government of Pakistan

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Pro-Gole (Right to do Business)

Legal Services, B&SDS

LEGAL SERVICES, SMEDA

The Legal Services (LS) department is a part of Business & Sector Development Services Division of the Small Medium Enterprises Development Authority and plays a key role in providing an overall facilitation and support to the small businesses. The LS believes that information dissemination among the small businesses on the existing legal & regulatory environment and business to business and business to client contracting is of paramount importance and plays a pivotal role in their sustainable development.

In order to facilitate small businesses, the LS, under the Pro-GOLE (Right to do business) project, a joint SMEDA-UNDP initiative for supporting the small businesses, has developed user-friendly contract templates.

Pro-GOLE, (Right to do Business)

The UNDP has partnered with the Small and Medium Enterprises Development Authority to initiate and execute the Pillar 4 (Right to do business) component of the UNDP PRO-GOLE project which seeks to enhance the legal awareness and mobility of marginalized/ informal businesses. Under the project legal services outreach shall be extended to small businesses including home based enterprises, small shopkeepers, growers, women entrepreneurs, hawking vendors etc. In addition, small business shall be mobilized to access legal services.

The Need for Commercial Contracts Templates

In an increasingly complex and competitive industry, it is vital that suppliers and purchasers are fully protected against legal and commercial risks. To counter such risks, a viable solution; available as- of the shelf commercial contract templates- will provide the users with first class ready to use support. With obligations properly set out and liabilities accurately defined, the users will be in a far better position to look after their rights and interests and move forward from their marginalized positions to being active players of the economy. The Legal Service Providers can equally take benefit of these templates for their professional and business development.

Disclaimer

The information contained in this template is meant to facilitate the businesses in documenting transactions with reference to employment matters. However, SMEDA, UNDP or any of their employees or representatives accept no responsibility and expressly disclaim any and all liabilities for any and all losses/shortfalls caused by or motivated by recommendations from the information contained within this document. Although SMEDA's ambition is to provide accurate and reliable information; yet, the document is not an alternative to expert legal advice and should ideally be used in conjunction with the same. Any person using this document and or benefiting from the information contained herein shall do so at his/her own risk and costs and be deemed to have accepted this disclaimer.

Information contained in this document may be freely used provided that relevant acknowledgement is accurately quoted with each usage.

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1. CONSULTANT AGREEMENT (SHORT)

THIS CONSULTANT AGREEMENT (hereinafter referred to as the "Agreement") is made at [insert place] on this ____ (insert date) day of _____ (insert month), 20__ (insert year)

BY AND BETWEEN:

M/s [insert Name], a public/private company incorporated under the Companies Ordinance, 1984, having its registered office at [insert Address] through its [insert Designation], Mr/Mrs/Ms [insert Name];

OR

M/s [insert Name], a partnership concern of Mr/Mrs/Ms [insert Name] and Mr/Mrs/Ms [insert Name], having its place of business at [insert Address] through its Partner, Mr/Mrs/Ms[insert Name];

OR

M/s [insert Name], a sole proprietorship concern of Mr/Mrs/Ms [insert Name], having its place of business at [insert Address] through Mr/Mrs/Ms[insert Name];

(hereinafter referred to as the "Business", which expression shall, wherever the context so provides, include its successors, assigns, nominees and agents)

AND

M/s [insert Name], a public/private company incorporated under the Companies Ordinance, 1984, having its registered office at [insert Address] through its [insert Designation], Mr/Mrs/Ms[insert Name];

OR

M/s [insert Name], a partnership concern of Mr/Mrs/Ms[insert Name] and Mr/Mrs/Ms[insert Name], having its place of business at [insert Address] through its Partner, Mr/Mrs/Ms[insert Name];

OR

M/s [insert Name], a sole proprietorship concern of Mr/Mrs/Ms[insert Name], having its place of business at [insert Address] through Mr/Mrs/Ms[insert Name];

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(hereinafter referred to as the "Consultant", which expression shall, wherever the context so provides, include its successors, assigns, nominees and agents)

WHEREAS the Business is engaged in [insert description of business] and seeks certain professional services, as defined in Schedule A to this Agreement (hereinafter referred to as the "Services").

AND WHEREAS the Consultant has represented to the Business that it possesses the necessary expertise, skills, capabilities, equipment, finance, organization and personnel to carry out and provide the Services to the Business.

AND WHEREAS in reliance on the aforementioned representation of the Consultant, the Business has agreed to accept the Services from the Consultant, on certain terms and conditions, which the Parties are desirous of reducing into writing.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, the Parties have entered into this Agreement:

1. CONSULTATION SERVICES

The Business hereby employs the Consultant to perform the Services, as more particularly described in the Schedule A of this Agreement.

2. TERMS OF AGREEMENT

- (1) This Agreement shall come into effect on [insert date], and shall expire on [insert date].
- (2) Either Party may terminate this Agreement before the date of expiry of this Agreement by serving a [insert number] days prior written notice to the other Party.

3. TIME DEVOTED BY CONSULTANT

The Consultant shall spend approximately [insert number] hours in fulfilling its obligations under this Agreement. The particular amount of time may vary from day to day or week to week. However, the Consultant shall devote a minimum of [insert number] hours per month to fulfill its duties in accordance with this Agreement.

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4. PLACE WHERE SERVICES SHALL BE RENDERED

The Consultant shall perform most services in accordance with this Agreement at a location of Consultant's discretion. In addition, the Consultant shall perform Services at such other places as necessary to perform these Services in accordance with this Agreement.

5. PAYMENTS TO CONSULTANT

- (1) The Business shall remunerate the Consultant at a rate of Rs. _____/- (Rupees _____) (insert amount) per hour of work for the Services performed in this Agreement. In addition to the hourly wages, the Business shall pay to the Consultant a base amount of Rs. _____/- (Rupees _____) (insert amount) per month regardless of the amount of time spent in accordance with this Agreement.
- (2) The Consultant shall submit an itemized statement, setting forth the time spent and services rendered, and the Business shall pay the Consultant the amounts due as indicated by statements submitted by the Consultant within [insert number] days of receipt of such statements.

6. INDEPENDENT CONTRACTOR

Both the Business and the Consultant agree that the Consultant shall act as an independent contractor in the performance of its duties under this Agreement. Accordingly, the Consultant shall be responsible for payment of all taxes arising out of the Consultant's activities in accordance with this Agreement.

7. CONFIDENTIAL INFORMATION

The Consultant agrees that any information received by the Consultant during any furtherance of the Consultant's obligations in accordance with this Agreement, which concerns the personal, financial or other affairs of the Business, shall be treated by the Consultant in full confidence and shall not be revealed to any other persons, firms or organizations.

8. GOVERNING LAW AND EXCLUSIVE JURISDICTION

This Agreement in all respects be read and construed and shall operate as a contract, in conformity with the laws of Pakistan, and the

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courts at [insert place] shall have exclusive jurisdiction for adjudicating any dispute arising hereunder.

9. SETTLEMENT OF DISPUTE

Any dispute, controversy or claim arising out of or relating to this Agreement or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the Pakistan Arbitration Act, 1940, subject to the exclusive jurisdiction of the Courts of [insert place].

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals the day, month and year mentioned hereinabove.

For and on behalf of
The Business

For and on behalf of
The Consultant

WITNESS NO. 1

WITNESS NO. 2

Signature: _____

Signature: _____

Name: _____

Name: _____

Designation: _____

Designation: _____

Date: _____

Date: _____

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SCHEDULE A

Description of Services