**Consultancy agreement**

|  |  |
| --- | --- |
| Place: | [insert information] |
| Date: | [insert information] |

This consultancy agreement (the **Agreement**) is entered between the following parties:

**the Company**

|  |  |
| --- | --- |
| Company name: | [insert information] |
| Registration number: | [insert information] |
| Registered address: | [insert information] |
| represented by legal / authorised representative: | |
| [name and surname] | |

**The Consultant**

|  |  |
| --- | --- |
| Name and surname: | [insert information] |
| Identity code / date of birth: | [insert information] |
| Residential address: | [insert information] |

The Company and the Consultant collectively referred to as the “**Parties**” and individually a “**Party**”, conclude the following Agreement:

1. **Definitions**

The terms used in the Agreement shall have the following meanings:

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| --- | --- |
| **Consultations** | consultations provided in the area of [description of area of expertise]. |
| **Remuneration** | remuneration that is calculated by multiplying the number of hours spent for providing the Consultations by the hourly rate of EUR [number], which includes all costs and applicable taxes, but no more than EUR [number] in total. **OR**  a fixed amount of EUR [number], which includes all costs and applicable taxes.[[1]](#footnote-1) |
| **Payment Period** | [number] days. |

1. **Subject of the Agreement**

The Company instructs and the Consultant undertakes to provide Consultations with his expertise, tools and other intellectual, material or technical resources.

1. **content and execution of the Consultations**
   1. The Consultant shall provide the Consultations after the Parties have fully agreed on the content, amount, and other terms of the Consultations in writing or by e-mail.
   2. The Consultations shall be provided in promptness and diligence in a manner and at a level of proficiency to be expected of a consultant with the background and experience that Consultant has represented he/she has. The Company shall provide such access to its information, property and personnel as may be reasonably required in order to permit the Consultant to provide Consultations.
   3. In case the Company has objections in relation to the quality or scope of the Consultations, the Consultant will eliminate the indicated deficiencies and non-compliances.
2. **Remuneration**
   1. For duly provided Consultations the Company pays the Consultant the Remuneration.
   2. The Remuneration is the complete payment for the performance of the Consultations. The Company has no obligation to make any extra payments to the Consultant or to reimburse any costs related to performance of the Consultations that are not set in the Agreement.
   3. Upon performance of the Consultations, the Consultant shall issue an invoice which the Company shall pay within the Payment Period by transferring the Remuneration to the Consultant’s bank account as specified in the invoice.
   4. The Consultant is responsible for reporting of this transaction with the State Revenue Service of the Republic of Latvia, if such obligation exists, and for paying all applicable tax that the Consultant must pay in relation to the Agreement.

1. **INTELLECTUAL PROPERTY RIGHTS**

If the Consultant, by providing the Consultations, produces a work that is an object of copyrights in accordance with the laws of the Republic of Latvia, then all economic rights associated with this work belong to the Company and the Consultant will not exercise his moral rights to this this work against the interests of the Company.

1. **CONFIDENTIALITY**
   1. The Parties ensure confidentiality of the Agreement and transactions contemplated by it, and the Consultant ensures confidentiality of any information of the Company which becomes available to the Consultant in connection with the Agreement, except to the extent as necessary for fulfilment of the Agreement or in cases when disclosure of information is required by laws applicable to a Party.
   2. The obligations and limitations of confidentiality mentioned in the Agreement remain in force also after the expiration of the Agreement.
2. **Miscellaneous**
   1. The Agreement constitutes the full and entire understanding and agreement between the Parties regarding the subjects hereof and supersedes any agreement or understanding between the Parties prior to signing of the Agreement.
   2. In case any of the provisions of the Agreement becomes or appears to be invalid or unlawful, it shall not affect the validity, lawfulness or enforceability of the remaining provisions hereof, and the Parties shall make their best efforts to replace such provision within reasonable time with another provision that complies with the applicable laws and is the most similar to the original provision and aim of the Parties.
   3. Any amendments to the Agreement shall be made in writing and signed by the Parties.
   4. The Agreement shall be governed by the laws of the Republic of Latvia. Any disputes arising from and in connection with the Agreement shall be resolved by way of negotiations. If the Parties are not able to reach an agreement, the respective dispute or claim shall be resolved by the courts of the Republic of Latvia.
   5. The Agreement is prepared in English in 2 (two) copies, 1 (one) shall remain with the Company, 1 (one) with the Consultant.

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| On behalf of the Company:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  **[name and surname]** |  | The Consultant:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  **[name and surname]** |

1. Choose one and delete the other option. [↑](#footnote-ref-1)