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| **Document name:** | Consulting Services Agreement |
| **Document Summary:** | Consulting Services Agreement pursuant to which the consultant is providing certain consultancy services to the customer. |
| **PLEASE READ:**    *This precedent has been prepared by Al Tamimi & Company without reference to any particular matter, transaction or set of facts.  Substantive changes to this precedent may be required to adapt it to the requirements of a specific client or matter.  As of the date of publication, this template has been drafted pursuant to all applicable legislation and statutes. Laws and/or procedures may have changed since this precedent was published.*      ***NOTE: THIS IS A BASIC SAMPLE ONLY AND SPECIFIC ADVICE SHOULD BE SOUGHT FROM COUNSEL DULY LICENSED TO OPINE ON THE LAWS OF THE UNITED ARAB EMITRATES PRIOR TO A PARTY ENTERING INTO SUCH AN AGREEMENT.*** | |
| **Notes:**   1. The draft contemplates the governing law to be UAE law. 2. The advisor is paid a month fee in arrears. 3. As part of the services, the advisor will nominate and make available to the customer certain specific personnel. 4. The arrangement is exclusive over the term of the agreement. | |

**CONSULTING SERVICES AGREEMENT**

**THIS AGREEMENT** is dated [insert date].

**BETWEEN**:

1. **[insert name],** a [insert type of entity] incorporated and existing under the laws of [insert country of incorporation] and having and having its address at [insert address] (hereinafter referred to as “**Customer**”); and
2. **[insert name],** a [insert type of entity] incorporated and existing under the laws of [insert country of incorporation] and having and having its address at [insert address] (hereinafter referred to as “**Consultant**”).

(Customer and Consultant shall be referred to herein either individually as a “**Party**” or collectively as the “**Parties**”)

WHEREAS:

* + - * 1. Consultant has experience in [insert description] and also provides consultation services in respect of the same and has considerable skill, knowledge and experience in that field to perform such services.
        2. In reliance upon Consultant’s skill, knowledge and experience, Customer has agreed to engage the services of Consultant on the terms and conditions set out in this agreement.

IT IS AGREED AS FOLLOWS:

1. APPOINTMENT

Customer hereby appoints Consultant, and Consultant agrees to act as a consultant to Customer, to provide the consultancy services set out in Schedule 1 (the “**Services**”) on the terms and conditions contained in this Agreement.

1. COMMENCEMENT AND DURATION

The term of this Agreement shall commence on the date of execution hereof and shall continue to be in force for [insert period] unless terminated in accordance with clause 10 (the “**Term**”). This Agreement shall automatically expire at the end of the term, without further notice or the need for a court order, unless the Parties agree in writing to renew this Agreement for a subsequent term.

1. KEY PERSONNEL
   1. Consultant shall procure and warrant that [insert name(s) of relevant individual(s)] and any other individuals which are approved by Customer in writing, from time to time, (the “**Key Personnel**”), shall be responsible for performing the Services during the Term.
   2. Consultant agrees and acknowledges that clause 3.1 above is a material term of this agreement and that Customer has been induced to enter into this agreement on the basis that the Key Personnel will be performing the Services.
   3. Consultant acknowledges and agrees that the Key Personnel are employees of Consultant and shall at no time, whatsoever, be deemed employees of Customer. Accordingly nothing in this Agreement shall be construed as creating an employer-employee relationship between Customer and the Key Personnel and Customer shall not be responsible for salary, benefits, annual leave, holiday pay, sick pay or any other similar employee entitlement of whatsoever nature in respect of the Key Personnel.
   4. Any and all fees and other payments or reimbursement of disbursements, of any nature whatsoever, to which the Key Personnel may, or will, be entitled to for carrying out work for and on behalf of Consultant under this Agreement shall be the sole responsibility of Consultant and Customer shall have no liability in this regard whatsoever.
   5. Customer may at any time without assigning reason(s), give notice in writing requiring Consultant to remove any of the Key Personnel from Customer’s premises. Without limiting any right or remedy of Customer, Consultant must promptly but in any event within 24 hours arrange for the removal of such Key Personnel from the premises.
   6. Consultant shall ensure that while Key Personnel are on Customer's premises, they will observe and comply with all applicable rules and regulations relating to health, safety and security and any other codes of conduct and at all time taking account of any cultural sensitivities in terms of dress code and conduct at the premises.
   7. Consultant shall at its own expense during the Term provide full and comprehensive insurance for itself and the Key Personnel (including, without limitation, comprehensive travel and health insurance for Key Personnel) against the risks they face during the course of their duties in performing the Services which insurance shall be for the benefit of Customer. At the request of Customer, Consultant shall provide it with a copy of such insurance.
2. DUTIES
   1. During the Term, Consultant shall, and shall procure that the Key Personnel shall:
      1. render and perform the Services faithfully, competently and to the best of its skill and ability;
      2. apply with all applicable laws, regulations and orders in the carrying out of the Services;
      3. travel to such places and in such manner and on such occasions as Customer may from time to time require in connection with the provision of the Services;
      4. refrain from providing [its/his/her] services to any other person or entity which competes or tends to compete with the business of Customer; and
      5. obtain, renew and maintain all necessary approvals, permissions and consents required in connection with the provision of the Services.
   2. During the Term Consultant shall devote at least [insert] hours each week to the carrying out of the Services and such additional time as may be reasonably necessary for proper performance of the Services.
3. CONSULTANCY FEE
   1. In consideration of Consultant providing the Services, Customer shall pay Consultant a fee of [insert amount] per calendar month for the Term (the “**Consultancy Fee**”).
   2. The Consultancy Fee shall be paid [in arrears] to a bank account nominated by Consultant in writing, from time to time, [within fourteen (14) local business days of the end of the calendar month to which the payment relates].
   3. The Consultancy Fees shall be inclusive of any and all expenses, charges, disbursements and taxes of any nature whatsoever of and relating to the Key Personnel and their performance of the Services hereunder.
4. warranties, INDEMNITIES and insurance
   1. Consultant warrants to Customer that for the duration of the Term:
      1. Consultant is appropriately licensed, and has all necessary approvals, permissions and consents required, to undertake the Services;
      2. Consultant is under no contractual, legal or other restriction or obligation which is inconsistent with the execution of this agreement or the performance of Consultant’s duties hereunder; and
      3. Consultant will not engage in any activity that would cause Consultant to be in breach of any of its obligations to Customer under clause 4.1 above.
   2. Consultant shall indemnify and hold harmless Customer and its directors, officers, employees and agents (each a “**Customer Indemnified Party**”) against any and all loss, liability, cost, claim or expense including reasonable legal fees which any Customer Indemnified Party may incur as a result of:
      1. the provision of the Services by Consultant and the Key Personnel; or
      2. Consultant’s breach of any provision of this agreement including, but not limited to, any breach of the warranties provided by Consultant pursuant to clause 3.1 (Key Personnel) and this clause 6.
   3. Consultant shall take, out and maintain for the Term, full and comprehensive insurance policies for fraud, wilful default, negligence employers’ liability and public liability in respect of the provision of the Services to Customer under this agreement at a level of cover and on terms reasonably acceptable to Customer and shall supply to Customer on request copies of such insurance policies and evidence that premiums on them have been paid.
5. EXCLUSIVITY
   1. Consultant hereby agree and undertakes that during the term of this Agreement and for another two (2) year from the date of termination or expirty of this Agreement, it shall not, directly or indirectly, including through any Affiliate, as a consultant, partner, shareholder or in any other capacity, provide or have an interest in any entity that provides services that are identical or similar to the Services to any third parties, without obtaining the prior written consent of Customer.
   2. Provided that while the restrictions in this clause 7 are considered to be reasonable in all the circumstances, it is agreed between the Parties that if any one or more of such restrictions shall either taken by itself or themselves together be adjudged to go beyond what is reasonable in all the circumstances for the protection of Customer’s legitimate interests, but would be adjudged reasonable if any particular restriction or restrictions were deleted or if any part or parts of the wording thereof were deleted, restricted or limited in a particular manner then the restrictions shall apply with such deletions, restrictions or limitations, as the case may be.
6. CONFIDENTIALITY
   1. Consultant acknowledges that in the ordinary course of performing the Services pursuant to this agreement they may be exposed to information about Customer’s business which is confidential or is commercially sensitive and which may not be available to others engaged in a similar business to that of Customer or to the general public.
   2. Consultant shall keep secret and shall not at any time either during this agreement or after its termination, for whatever reason, use, communicate or disclose to any person any secret or confidential information concerning the business, finances or organization of Customer and shall use its best endeavours to prevent the publication or disclosure of such information.
   3. The restrictions contained in this clause shall not apply to:
      1. any disclosure authorized by Customer or reasonably required in the ordinary and proper course of the implementation of this agreement;
      2. any disclosure that is required by a court of competent jurisdiction or an appropriate regulatory authority;
      3. any information which Consultant can demonstrate was known to Consultant prior to the commencement of this agreement or is in the public domain otherwise than as a result of a breach of clause 8.2 above.
7. Intellectual property
   1. Consultant acknowledges that in the course of providing the Services, Consultant may use products, materials and methodologies proprietary to and containing Intellectual Property Rights of Customer. Consultant agrees that it shall not acquire any rights in those proprietary products, materials methodologies and Intellectual Property Rights whether under this Agreement or otherwise.
   2. All Intellectual Property Rights which materialise pursuant to this Agreement, shall belong exclusively to Customer (or such other Affiliate as Customer may direct) and shall vest in Customer (or such other Affiliate as Customer may direct) unconditionally and immediately on having been created and Consultant shall at no cost to Customer or any of its Affiliates, take all steps and sign all documents necessary to formalise such vesting in Customer (or such person or entity as Customer shall direct) or otherwise register such Intellectual Property Rights in the name of Customer or any person or entity designated by Customer. For purposes of this clause 9, **Intellectual Property Rights** shall means (i) copyright, patents, database rights and rights in trade marks, designs, know-how and confidential information (whether registered or unregistered); (ii) applications for registration, and the right to apply for registration, for any of these rights; and (iii) all other intellectual property rights and equivalent or similar forms of protection existing anywhere in the world.
   3. Consultant represents, warrants and undertakes that any materials supplied by Consultant to Customer pursuant to the performance of the Services hereunder will be, so far as they do not comprise material originating from Customer, its employees, agents or subcontractors, original works of authorship and their use or possession by Customer, any of its Affiliates or Consultant will not subject Customer, any of its Affiliates or Consultant to any claim for infringement of any Intellectual Property Rights of any third party.
8. TERMINATION
   1. Customer may terminate this agreement at any time, with or without cause, and without the need to obtain a court order, by giving thirty (30) days’ written notice to Consultant.
   2. Customer may immediately terminate this agreement at any time, and without the need to obtain a court order, if any of the Key Personnel ceases to be involved in providing the Services or is no longer employed by Consultant, for any reason whatsoever.
   3. Either party may terminate this agreement, without the need to obtain a court order, on the occurrence of either of the following events:
      1. where the other party is in breach of this agreement and, if the breach is capable of remedy, fails to remedy such breach within thirty (30) days of being required to do so by the non-defaulting party; or
      2. upon a resolution passed for the administration, receivership, liquidation, winding-up or dissolution of the other party.
   4. On the termination of this agreement for any reason, Consultant and Key Personnel shall cooperate fully with Customer and do all things necessary to facilitate an orderly transfer of all documentation relating to the Services to Customer and/or to such other person or entity as Customer may nominate.
9. WAIVER

The failure of either Party to enforce at any time any of the provisions hereof or any right with respect thereto shall not be construed to be a waiver of such provisions of a waiver of the right of such Party thereafter to enforce any such provision or right.

1. NOTICES
   1. Any notice to be served under this Agreement may be delivered by hand (with receipt confirmed in writing) or sent by registered courier to the Party to be served at its address set out in the preamble of this Agreement or as otherwise agreed between the Parties in writing.
   2. All such notices or communications will be deemed to have been duly given or made:-
      1. when delivered by hand; or
      2. upon delivery by registered courier,

provided always that if such notice is given on a day other than a business day the notice will be deemed to have been given on the next day which is a business day. “Business day for purposes of this clause shall mean a day on which banks are open for normal business in the UAE.

1. No partnership or agency

Nothing in this Agreement shall be deemed to constitute a partnership between the Parties, nor constitute either Party constituting or becoming in any way the agent of the other Party for any purpose.

1. ENTIRE AGREEMENT AND AMENDMENTS

This Agreement constitutes the entire agreement between the Parties relating to the subject matter of this Agreement and supersedes all previous verbal or written agreements and negotiations between the Parties and this Agreement, including this clause, may only be modified or amended if mutually agreed in writing and signed by the duly authorised representatives of the Parties.

1. FORCE MAJEURE
   1. Neither of the Parties to this Agreement shall be responsible to any other Party for any delay in performance or non-performance of its obligations hereunder due to any cause beyond its reasonable control, but the affected Party shall promptly upon the occurrence of any such cause so inform the other Party in writing, and thereafter such Party shall use reasonable endeavours to comply with the terms of this Agreement as fully and as promptly as possible.
   2. If performance of the Agreement is suspended under this clause for more than [eight (8) consecutive weeks] either Party may by notice in writing to the other terminate this Agreement and without the need to obtain a court order.
2. INVALIDiTY

If any Party of this Agreement is determined to be invalid, unenforceable or illegal the remainder shall be enforceable to the maximum extent possible.

1. SEVERABILITY

If any part of the Agreement becomes invalid, illegal or unenforceable the parties shall in such an event negotiate in good faith in order to agree the terms of a mutu­ally satisfactory provision to be substituted for the invalid, illegal or unenforcea­ble provision which as nearly as possible validly gives effect to their intentions as expressed in the Agreement. Failure to agree on such a provision within six months of commencement of those negotiations shall result in automatic termina­tion of the Agreement. The obligations of the parties under any invalid, illegal or unenforceable provision of the agreement shall be suspended during such a nego­tiation.

1. REPRESENTATION

The Parties represent that they are legally entitled and empowered to perform all aspects of this Agreement and that they will take steps necessary to comply with the law and the diligent performance of all aspects of this Agreement the performance of their obligations hereunder to the other Party. The failure of any Party to comply with any legal requirements for any cause shall not discharge it from any of its obligation under the terms of this Agreement.

1. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which when executed shall constitute an original, but all of which when taken together shall constitute one and the same Agreement.

15. Costs

Each Party shall pay the costs and expenses incurred by it in connection with the entering into of this Agreement.

16. Language

* 1. Any notice given in connection with this Agreement must be in Arabic.
  2. Any other document provided in connection with this Agreement must be:
     1. in Arabic; or
     2. (unless the Parties otherwise agree) accompanied by a certified English translation, in which case, the English translation prevails unless the document is a statutory or other official document.

1. Governing Law and dispute resolution
   1. This agreement shall be governed and construed in accordance with the laws of the United Arab Emirates.
   2. The Parties shall endeavor to resolve all disputes or differences in relation to this agreement through good faith negotiations.
   3. Any dispute arising out of or in connection with the formation, performance, interpretation, nullification, termination or invalidation of this agreement or arising there from or related thereto in any manner whatsoever which has not been resolved pursuant to clause 20.2 above within the 5 (five) days, shall be subject of the exclusive jurisdiction of the UAE courts.

**[The remainder of this page is left intentionally blank]**

**[Signatures follow Schedules]**

**SCHEDULE 1**

**THE SERVICES**

1. [insert].
2. [insert].
3. [insert].

**WHEREAS** the Parties have hereby caused their duly authorised representatives to execute and deliver this Agreement on the date first above written.

Signatories:

For and on behalf of the **CUSTOMER** by:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: [name of signatory]

Title: [position]

For and on behalf of **CONSULTANT** by:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: [name of signatory]

Title: [position]