

PRO-FORMA CONSULTANCY CONTRACT FOR CONTRACTS UP TO AND INCLUDING €10,000

This Consultancy Agreement effective _____, ("Effective Date") is between Dublin City University (the "**University**") and the party set out in the Schedule (the "**Company**").

WHEREAS: the University has agreed to make available the Consultant (as identified in the Schedule) to provide consultancy services for the Company.

IT IS HEREBY AGREED as follows:

1. The University will make available the Consultant to provide consultancy services ("**Services**") for the Company during the period, and for the maximum number of days, specified in the Schedule.
2. All confidential information disclosed to the University by the Company shall be kept confidential and governed by a separate confidentiality agreement to be entered into by the University and the company which sets out the scope of the confidentiality obligations and circumstances when compulsory or statutory disclosure may occur.
3. The Company will pay for the Services at the daily rate set out in Schedule (plus VAT at the prevailing rate) and will reimburse the University promptly on demand for all travel, accommodation, subsistence, and other reasonable expenses incurred in providing the Services. The University shall invoice for the Services according to the schedule specified in the Schedule. Such invoices shall be payable within thirty days from the date of the invoice.
4. The University gives no warranty in relation to the Services (including any warranty as to whether the use of the results of the Services will infringe any third party rights), or the uses to which the results of the Services may be put by the Company or their fitness or suitability for any particular purpose or under any special conditions notwithstanding that any such purpose or special conditions may be known to the University. The Company acknowledges that it has satisfied itself on the foregoing matters and use of the services and the results thereof is entirely at its own risk. All conditions and warranties, express or implied, arising under statute or common law, are hereby excluded.
5. The University shall not be liable to the Company for any indirect, consequential or special losses or any loss of profits (direct or indirect) arising directly or indirectly from the University's breach of this Agreement or from any liability arising out of the subject matter of this Agreement even if the Company has advised the University of the possibility of those losses arising, or if such losses were within the contemplation of the parties. Notwithstanding the foregoing, nothing in this Agreement limits or excludes the University's liability for death or personal injury caused by its negligence, or for fraud or for any sort of liability that, by law, cannot be limited or excluded.
6. The University may by written notice terminate with immediate effect this Agreement if the Consultant ceases to be employed by the University or otherwise becomes unable to deliver the Services.
7. This Agreement shall be governed by the laws of Ireland and the courts in Ireland shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement.

Signed by the parties' authorised signatories on the date set out above.

By and on behalf of the University:

By and on behalf of the Company

Signed: _____

Name: Dr. Ana M. Terrés

Title: Director of Research Support

This is the Schedule referred to in the attached Consultancy Agreement

SCHEDULE

COMPANY DETAILS

Company Name:	
Name and contact details of primary contact:	
Company Number and place of incorporation (if relevant):	
Company Address:	
DCU Consultant:	<i>insert name of the DCU Consultant</i>
Description	<i>Insert brief description of the services to be provided</i>
Period:	<i>insert period services are to be provided for, including start and end date</i>
Maximum No. of Days:	<i>insert maximum number of days services are to be provided during the period</i>
Price:	<i>insert total price of the Consultancy</i>
Schedule of Invoicing:	<i>insert invoice pattern, e.g. monthly, 50% of signature with 50% on completion</i>