**CONSULTING AGREEMENT**

**CONTRACT No.**

|  |  |  |  |
| --- | --- | --- | --- |
| Between: |  | And: | Dmytro Mishkin |
|  |  |  | «CONTRACTOR\_ADDRESS\_ENG» |
| Date: | NIP (Tax Identification Number): |  | Tax Identification Number:  «CONTRACTOR\_TAX\_NUMBER» |

**Organization** with its registered office in [...], represented by the [...], hereinafter referred to as: "Customer", and **Dmytro Mishkin**, hereinafter referred to as: "Consultant", signed this Contract to agree upon the terms and conditions of the consulting services Consultant will provide to Customer.

**1. Consulting Services.**

As requested by Customer and agreed to by Consultant, Consultant shall provide consulting services according to the terms of this agreement.

Upon the request of Customer, Consultant will work along with Customer team on developing and [...].

Consultant should complete all requested services and deliver the reports to Customer until [...].

**2. Changes in Plans.**

The Consultant shall not be penalized for damages caused by deadline or cost overruns; neither shall overruns entail any increase in cost for the Customer. Changes and alterations (minor changes) to the schedule agreed tasks should be requested in writing by the Customer.

**3. Compensation.**

Customer will pay 150 EUR per hour of consulting services provided in the scope of this contract.

**4. Payment.**

Consultant shall invoice Customer on monthly basis. The invoice shall contain description of the services provided and billed hours.

Customer pays the invoice within three operational days after receiving the invoice unless Customer and Consultant disagree about the amount, quality of the services provided, or any other terms and conditions defined by this contract.

Consultant will pay for correspondent bank commissions.

**5. Warranties and Limitations.**

1. Except for material provided by Customer to Consultant for incorporation into Consultant work product, Consultant warrants that it will have the appropriate right, title, and interest to the software development tools used, and the work product will not infringe any rights of third parties due to such software.
2. Consultant will use reasonable efforts to attempt to correct any reported design or programming errors as a service to be provided under this agreement.

Consultant must not introduce any malicious software or backdoors.

**6. Transfer of Ownership and Intellectual Property.**

The Customer has exclusive, unrestricted and transferable rights of use and enjoyment of the solution including source code, applications, documentations and all other output, including rights of revision and transformation. Consultant shall retain no rights to any of the work product produced.

**7.** **Confidential Information.**

Consultant acknowledges that he may receive or have access to information that may consist of Confidential Information.  As used in this Agreement, the term “Confidential Information” shall mean:

1. project documentation, source code, or other work produced by Consultant or others for the Customer;
2. proprietary information, intellectual property, and trade secrets of Customer;
3. Information about projects, technologies, customers of Customer.
4. information marked or designated by Customer as confidential;
5. information, whether or not in electronic or written form and whether or not designated as confidential, which is known to Consultant as being treated as confidential by the Customer; or
6. information provided to Consultant concerning the Customer or third parties which Consultant is obligated to keep confidential
7. Ownership. Consultant acknowledges that the Customer’s Confidential Information is and shall continue to be the exclusive property of Customer, whether or not disclosed, entrusted to or developed by Consultant pursuant to this Agreement.
8. Irreparable Harm. Consultant acknowledges that the unauthorized disclosure of any Confidential Information of the Customer will cause irreparable harm to the Customer.
9. Covenant of Nondisclosure. Consultant agrees not to disclose the Customer’s Confidential Information, directly or indirectly, under any circumstances or by any means, to any third person without the express written consent of the Customer.
10. The Consultant must not provide any demonstration (offline or online) or installation of the developed software or parts of it to other parties. Neither does the Consultant write, produce or distribute articles (weblog entries, articles, …) or screencasts regarding the project without written permission of the customer.
11. No source code and details shall be released that are critical to Customer's business and future plans. Open-source code releases should be credited to Consultant (as "lead consultant") and Customer (as "sponsor" or "released by...").
12. All employees, servants, agents, and/or sub-contractors of the Consultant will be required to agree to and sign a confidentiality statement that will remain in effect permanently.
13. Consultant is responsible for keeping all of Customer’s Confidential Information protected and treated as strictly confidential.

**8. Legal Relationship.**

Except to the extent specifically required under the terms of this agreement, Consultant shall not be deemed as an agent or servant of Customer and may not represent itself as having any authority to act on behalf of Customer without Customer's prior written consent. This agreement shall not be interpreted as establishing anything other than a consultant relationship and no partnership, employer/employee, joint venture, agency, or other arrangement shall be inferred.

This contract expires [END\_DATE]. If Customer wishes to obtain further services after this date is reached a new contract shall be signed.

**9. Interpretation.**

Whenever possible, each provision of this agreement shall be interpreted in such a manner as to be valid and effective under applicable law.  If any provision is invalid, the remaining provisions shall remain enforceable.

**10. Entire Agreement; Waiver.**

This agreement contains the entire understanding of the parties with respect to its subject matter.

All prior commitments and understandings are merged herein.  All other documents, whether signed or unsigned, including purchase orders, shall not be given any effect which is inconsistent with this contract unless this provision is specifically referred to and waived by Consultant or the Customer in writing.

**11. Controlling Law and Arbitration.**

This agreement shall be interpreted and enforced in accordance with the laws of [COMPANY COUNTRY]. The parties agree that no action by one party against the other may be brought in any court, in any jurisdiction, except according to the terms of this paragraph. The parties agree to venue and jurisdiction in [COMPANY COUNTRY]. No termination or expiration of this agreement shall affect the right to arbitrate disputes.

**12. Force Majeure.**

Neither party will be liable to the other by reason of any failure in performance of this Agreement if the failure arises out of the unavailability of communications facilities or energy sources, acts of the other party, acts of governmental authority, fires, strikes, delays in transportation, riots or war, or any causes beyond the reasonable control of that party. These circumstances do only apply, if the situation is drastically unusual.

**13. Miscellaneous.**

All changes and additions to this Agreement are drawn up as separate appendixes and will be its integral parts if signed by both parties.

Facsimile (autotype) copies and copies sent by e-mail of the Contract or deed of performed work equate to originals.

|  |  |
| --- | --- |
| **CUSTOMER** | **CONSULTANT** |
|  | **Dmytro Mishkin**  **Tax ID: «CONTRACTOR\_TAX\_NUMBER»** |
|  | «CONTRACTOR\_ADDRESS\_ENG» |
| E-mail:  Tel.: | E-mail: «CONTRACTOR\_EMAIL»  Tel.: «CONTRACTOR\_PHONE» |