Annex A

**For information purposes**

**Contract form between parties to be filled out where appropriate**

|  |  |
| --- | --- |
| Date: | Click or tap to enter a date. |

Consultancy contract

Parties to the agreement

|  |  |  |
| --- | --- | --- |
|  | **Client** |  |
|  | Name: |  |
|  | Address:  Area code and place: | Click or tap here to enter text. |
|  | Click or tap here to enter text. |
|  | Telephone number: | Click or tap here to enter text. |
|  | Representative: | Click or tap here to enter text. |
|  | E-mail: | Click or tap here to enter text. |

**and**

|  |  |  |
| --- | --- | --- |
|  | **Consultant** |  |
|  | Name: | Click or tap here to enter text. |
|  | Address:  Area code and place: | Click or tap here to enter text. |
|  | Click or tap here to enter text. |
|  | Telephone number: | Click or tap here to enter text. |
|  | Representative: | Click or tap here to enter text. |
|  | E-mail: | Click or tap here to enter text. |

collectively referred to as ‘the parties’

The client and the consultant enter into the following contract:

|  |  |  |
| --- | --- | --- |
|  | **Services** |  |
|  | Services name: | Click or tap here to enter text. |
|  | Short description of the services: | Click or tap here to enter text. |

|  |  |
| --- | --- |
| Scope and field of application | ÍST 35 – Section 1 |

|  |  |
| --- | --- |
| This contract is subject to the provisions of *ÍST 35* *Conditions of Contract for Design and Consulting Services* unless otherwise stipulated in Section 13 of this contract.  This contract is also subject to the following documentation, which is deemed to be an integral part thereof (to be filled out if specific documents are required, other than those listed in section 1.2 of ÍST 35): | ÍST 35 cf. Article 1.2. |
| **Other documents, if appropriate, e.g. client’s schedule…** | |

|  |  |
| --- | --- |
| Contract | ÍST 35 – Section 4 |

|  |  |
| --- | --- |
| Information on the services: | ÍST 35 cf. Article 4.1. |
| **Description and scope of the services, consultant’s fees and breakdown thereof, how the services solution is to be delivered, etc. under section 4.1...** | |

|  |  |
| --- | --- |
| Aspects of consultancy: | ÍST 35 cf. Article 4.2. |
| **Information on consultancy aspects and further breakdown...** | |

|  |  |
| --- | --- |
| Execution of the contract | ÍST 35 – Section 5 |

|  |  |  |  |
| --- | --- | --- | --- |
|  | | | ÍST 35 cf. Article 5.1. |
| Client’s representative | **Name…** | | |
|  | Tel. No: | E-mail: | |
| Consultant’s representative: | **Name…** | | |
|  | Tel. No: | E-mail: | |

|  |  |
| --- | --- |
| Sub-consultants and parallel consultants (to be filled out where appropriate): | ÍST 35 cf. Article 5.2. |
| **Information on the consultant...** | |

|  |  |
| --- | --- |
| Group consultancy (to be filled out where appropriate): | ÍST 35 cf. Article 5.3. |
| **Information on management, co-ordination and organisation...** | |

|  |  |
| --- | --- |
| Responsibilities of the consultant | ÍST 35 – Section 7 |

|  |  |
| --- | --- |
| Insurance (to be filled out where appropriate): | ÍST 35 cf. Article 7.1. |
| **Information on insurance and maximum amounts of compensation if the provisions of section 7.2.2 do not apply...** | |

|  |  |
| --- | --- |
| Schedule | ÍST 35 – Section 8 |

|  |  |  |
| --- | --- | --- |
|  | | ÍST 35 cf. Article 8.1. |
| Services start date: | **Date…** | |
| Services completion: | **Date…** | |

|  |  |
| --- | --- |
| Consultant schedule (to be filled out where appropriate): | ÍST 35 cf. Article 8.1. |
| **Information on timeframes/due-dates for execution of the services or a part thereof...** | |

|  |  |
| --- | --- |
| Client schedule (to be filled out where appropriate): | ÍST 35 cf. Article 8.1. |
| **Information on timeframes/due-dates e.g. for execution of the services or a part therof…** | |

|  |  |
| --- | --- |
| Delay damages | ÍST 35 – Section 9 |

|  |  |  |
| --- | --- | --- |
| Delay damages / Daily fines: | |  |
| Deadlines: | **Information on due-dates…** | |
| Amount: | Click or tap here to enter text. | |

|  |  |
| --- | --- |
| Specific provisions (to be filled out where appropriate): |  |
| **Further description...** | |

|  |  |
| --- | --- |
| Fee | ÍST 35 – Section 10 |

All amounts in this contract are: □ excl. VAT □ incl. VAT

Consultant’s fee:

☐ Fixed fee ☐ Time-based ☐ Based on target contract

|  |  |
| --- | --- |
| ☐ Other | **(Example: See attachment no. 1)…** |

|  |  |
| --- | --- |
| Fee is based on the following (to be filled out where appropriate): | ÍST 35 cf. Article 10.2. |
| **Information on the basis used for the fee, e.g., unit price..** | |

|  |  |
| --- | --- |
| Information on price changes (to be filled out where appropriate): | ÍST 35 cf. Article 10.2. |
| **Information on price changes, e.g. for indexation...** | |

|  |  |
| --- | --- |
| Fee for reuse (to be filled out where appropriate): | ÍST 35 cf. Article 10.3. |
| **Information on reuse of documentation...** | |

|  |  |
| --- | --- |
| Cost breakdown (to be filled out where appropriate): | ÍST 35 cf. Article 10.5. |
| **Information on cost items specifically agreed upon by the parties and any levies on such costs...** | |

|  |  |
| --- | --- |
| Disputes | ÍST 35 – Section 12 |

|  |  |
| --- | --- |
| Disputes (to be filled out where appropriate): |  |
| **E.g. mediator or mediation committee agreed upon by the parties...** | |

|  |  |
| --- | --- |
| Particular deviations from the standard |  |

|  |  |
| --- | --- |
| Additions to or deviations from ÍST 35 (to be filled out where appropriate): |  |
| **Information on deviations from the standard...** | |

|  |  |  |
| --- | --- | --- |
| For the client. |  | For the consultant. |
|  |  |  |
| Name |  | Name |
| Witnesses to the correct signature and date |  | Witnesses to the correct signature and date |
|  |  |  |
| Name and ID No. |  | Name and ID No. |
| Name and ID No. |  | Name and ID No. |