

John Matthews
JohnMatthews.us
jwmatt@yahoo.com



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Sample of Contract Portions

<p>業務委託契約書(コンサルティング)</p> <p>(目的)</p> <p>第1条 本契約は甲乙相互間の信頼に基づく公正な取引関係を確立し、相互の利益と業務の発展をはかることを目的とする。</p> <p>なお、委託業務遂行に関する事務取扱の細目については、本契約の各条項で定めるほか、甲乙協議の上取り決めるものとする。</p> <p>(業務の内容)</p> <p>第2条 甲は、次に定める業務（以下「委託業務」という）の全部または一部を乙に委託し、乙はこれを受託する。</p> <ol style="list-style-type: none">1) 甲のネットワーク組織の拡大業務ならびにそれに付随する一切の業務2) 甲のオンライン商品販路拡大業務ならびにそれに付随する一切の業務3) プログラムの開発と提案業務	<p>Business Outsourcing Contract (Consulting)</p> <p>(Purpose)</p> <p>Article 1. The purpose of this contract is to establish a fair business relationship based on mutual trust between Party A and Party B, and to strive for mutual benefit and business development.</p> <p>Further, the particulars of business dealings in relation to the performance of the outsourced business, other than those stipulated in each of the terms and conditions of this contract, are determined in consultations between Party A and Party B.</p> <p>(Details of the Business)</p> <p>Article 2. Party A outsources to Party B all or a portion of the business (hereinafter referred to as “outsourced business”) next stipulated, and Party B accepts this outsourcing.</p> <ol style="list-style-type: none">1) The network system expansion business of Party A and all business incident to that;2) The online product sales outlet expansion business of Party A and all business incident to that;3) The business of program development and proposal submission;
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<p>4) その他甲乙協議の上決定された業務</p> <p>5) 甲または乙は必要があるときは委託業務の内容、実施方法等の変更および追加等を行うことができるものとする。この場合、甲乙協議の上、委託業務の内容、実施方法、業務委託料などを改めて決定するものとする。</p> <p>(注意義務)</p> <p>第3条 乙は、甲と緊密に連絡をとり、甲から乙への委託業務に係る業務指示等に基づき善良なる管理者の注意をもって委託業務を遂行するものとする。</p> <p>(再委託)</p> <p>第4条 乙は自社の責任において、委託業務の全部または一部について、第三者に再委託(外注業務)できるものとする。</p> <p>(業務委託料および支払方法)</p> <p>第5条 甲は委託業務に係る業務委託料を乙に支払うものとする。</p> <p>1. 経済事情の変動等により前項の業務委託料が不相当となったときは、甲乙協議の上これを改定できるものとする。</p> <p>2. 第1項の業務委託料は、毎月末締め切り翌月支払とし、甲は、乙が別途指定する口座に業務委託料を振込んで支払うものとする。なお、その際の振込手数料は、甲の負担(外為送金手数料)とする。</p>	<p>4) Other business determined through consultations between Party A and Party B;</p> <p>5) Party A or Party B, when necessary, can make modifications and additions, etc. to the details of the outsourced business, implementation methods, etc. In these cases, the details of the outsourced business, implementation methods, business outsourcing fees, etc. are revised and determined upon consultations between Party A and Party B.</p> <p>(Duty of Care)</p> <p>Article 3. Party B maintains close contact with Party A, and performs the outsourced business with the diligence of a prudent manager based on business instructions, etc. from Party A to Party B which pertain to the outsourced business.</p> <p>(Re-Outsourcing)</p> <p>Article 4. Party B, at the liability of its own company, can re-outsource (business of subcontracting) to a third party all or a portion of the outsourced business.</p> <p>(Business Outsourcing Fees and Payment Methods)</p> <p>Article 5. Party A pays to Party B business outsourcing fees which pertain to the outsourced business.</p> <p>1. When the business outsourcing fees of the preceding paragraph have become unsuitable due to fluctuations, etc. in economic conditions, they can be revised upon consultations between Party A and Party B.</p> <p>2. The business outsourcing fees in Paragraph 1 are paid in the month following the closing of the end of each month, and Party A pays the business outsourcing fees by transferring them into an account Party B separately designates. Further, the transfer handling fees at that time are the responsibility (foreign exchange remittance handling fees) of Party A.</p>
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