

**Consultancy Agreement**

**Schedule 1**

**Specifics of the Agreement**

|  |  |  |
| --- | --- | --- |
| 1 | **Project** | *[Identify the matters relevant to the Project and/or the elements of the Project to which the Services relate]* |
| 2 | **Services** | *[Identify services to be performed, specific objectives, and agreed outputs (e.g. a Report)]* |
| 3 | **Fee & Payment Terms** | *[Insert contract cost and any associated payment terms, e.g. milestone payments, payment on completion etc.]* |
| 4 | **Engagement Dates** | *[Insert contract start and end dates, or deadline by which Work must be completed]* |
| 5 | **Required insurance cover** | *[Insert types and amounts of insurance cover required]* |
| 7 | **Third parties with an interest in the Project** | *[List the relevant parties here if the third parties are to be granted rights to enforce the Consultant's obligations under this letter, e.g. any entities providing funding etc.]* |
| 8 | **Key Consultant Personnel** | *[Insert Names]* |
| 9 | **Hourly Rates** | *[Insert details if applicable]* |
| 10 | **Notices/ consents** | Any notices to be sent or consents to be provided in relation to this appointment shall be sent to the following email addresses:  To Us: [INSERT EMAIL ADDRESS]  To You: [INSERT EMAIL ADDRESS] |

**The Agreement**

[Remove if not applicable: if terms are applied to a Purchase Order, then the specifics of the Purchase Order will be deemed as completing any specific details in the Agreement]

**THIS AGREEMENT** is made on the following date: [insert date]

**BETWEEN**

**(1) The University of Bradford** of Richmond Road, Bradford, BD7 1DP (“**the** **University**”) and

**(2) Consultant/Company Name** Registered in England and Wales Company Registration No.[insert Registration No] the Registered Office of which is at [insert address of the Supplier] (“**the Consultant**”);

1. Definitions & Interpretation

The definitions and rules of interpretation in this clause apply in this Agreement (unless the context requires otherwise).

**Agreement**: this contract;

**Commencement Date:** shall be [insert date]

**University Property:** all documents, books, manuals, materials, records, correspondence, papers and information (on whatever media and wherever located) relating to the business or affairs of the University or its students, customers and business contacts, and any equipment, keys, hardware or software provided for the Consultant or the Individual's use by the University during the Engagement, and any data or documents (including copies) produced, maintained or stored by the Consultant or the Individual on the computer systems or other electronic equipment of the University, the Consultant or the Individual during the Engagement.

**Confidential Information:** information in whatever form (including, without limitation, in written, oral, visual or electronic form or on any magnetic or optical disk or memory and wherever located) relating to the business, customers, products, affairs and finances of the University for the time being confidential to the University and trade secrets including, without limitation, technical data and know-how relating to the business of the University or any of its suppliers, customers, agents, distributors, shareholders, management or business contacts, including (but not limited to) information that the Consultant or the Individual creates, develops, receives or obtains in connection with this Engagement, whether or not such information (if in anything other than oral form) is marked confidential.

**Consultant Personnel**: means all directors, officers, employees, agents, consultants, individuals and/or of any Sub-Contractor engaged in the performance of its obligations under this Contract.

**Engagement**:the engagement of the Consultant by the University on the terms of this Agreement.

**Intellectual Property Rights:** patents, rights to Inventions, copyright and related rights, trademarks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world.

**Invention:** any invention, idea, discovery, development, improvement or innovation made by the Consultant or by the Individual in connection with the provision of the Services, whether or not patentable or capable of registration, and whether or not recorded in any medium.

**Law:** means any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, by-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972 regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Consultant is bound to comply;

**Party**: A Party to this Agreement;

**Services:** the services described in Schedule 1.

**Substitute:** a substitute for any individual appointed.

**Termination Date:** the date of termination of this Agreement.

**Works:** all records, reports, documents, papers, drawings, designs, transparencies, photos, graphics, logos, typographical arrangements, software programs, inventions, ideas, discoveries, developments, improvements or innovations and all materials embodying them in whatever form, including but not limited to hard copy and electronic form, prepared by the Consultant or the Individual in connection with the provision of the Services.

The headings in this Agreement are inserted for convenience only and shall not affect its construction. A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

Unless context otherwise requires, a reference to one gender shall include a reference to the other genders, and words in the singular include the plural (vice versa).

The Schedules to this Agreement form part of (and are incorporated into) this Agreement.

1. Term

The University shall engage the Consultant and the Consultant shall provide the Services on the terms of this Agreement.

The Engagement shall commence on the Commencement Date and shall continue unless and until terminated:

1. as provided by the terms of this Agreement; or
2. by the University giving to the Consultant not less than 1 month’s written notice or by the Consultant giving to the University not less than 1 months’ written notice.
3. Duties

During the Engagement the Consultant shall:

1. provide the Services with all due care, skill and ability and use its or his best endeavours to promote the interests of the University;
2. unless the prevented by ill health or accident, devote at the agreed time in each calendar month to the carrying out of the Services together with such additional time if any as may be necessary for their proper required and any specific standards of performance in connection with matters relating to the provision of the Services.

If any Individual is unable to provide the Services due to illness or injury, the Consultant shall advise the University of that fact as soon as reasonably practicable. For the avoidance of doubt, no fee shall be payable in respect of any period during which the Services are not provided.

The Consultant may, with the prior written approval of the University and subject to the following proviso, appoint a suitably qualified and skilled Substitute to perform the Services instead of the Individual, provided that the Substitute shall be required to enter into direct undertakings with the University, including with regard to confidentiality. If the University accepts the Substitute, the Consultant shall continue to invoice the University in accordance with Schedule 1 and shall be responsible for the remuneration of the Substitute.

The Consultant shall not hold itself out as having authority to bind the University, unless the University has specifically permitted this in writing in advance.

The Consultant shall comply with all reasonable standards of safety and comply with the University’s health and safety procedures and other site rules and regulations from time to time in force at the premises where the Services are provided and report to the University any unsafe working conditions or practices.

The Consultant may use a third party to perform any administrative, clerical or

secretarial functions which are reasonably incidental to the provision of the Services provided that:

1. the University will not be liable to bear the cost of such functions; and
2. at the University's request the third party shall be required to enter into direct undertakings with the University, including with regard to confidentiality.
3. Bribery

The Consultant shall comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010. Breach of this clause shall be deemed a material breach of this Agreement.

1. Fees & Payment Terms

The University shall pay the Consultant the fees set out in Schedule 1, in accordance with the Payment Terms set out in Schedule 1.

The University is entitled to deduct from the fees (and any other sums) due to the Consultant any sums that the Consultant may owe the University at any time. The University shall reimburse all reasonable expenses properly and necessarily incurred by the Consultant in providing the Services, subject to production of suitable evidence and unless expenses have been agreed as inclusive within the Agreement fees.

1. Status

The relationship of the Consultant to the University will be that of independent Consultant and nothing in this Agreement shall render it (nor any Individual) an employee, worker, agent or partner of the University.

This Agreement constitutes a contract for the provision of services and not a contract of employment and accordingly the Consultant shall be fully responsible for and shall indemnify the University for and in respect of:

1. any income tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with either the performance of the Services.
2. The Consultant shall further indemnify the University against all reasonable costs, expenses and any penalty, fine or interest incurred or payable by the University in connection with or in consequence of any such liability, deduction, contribution, assessment or claim other than where the latter arise out of the University's negligence or wilful default;
3. any liability arising from any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by any Individual or Substitute against the University arising out of or in connection with the provision of the Services.
4. Other Activities

Nothing in this Agreement shall prevent the Consultant from being engaged, employed or concerned in any other business, trade, profession or occupation during the Engagement provided that:

1. such other activity does not cause a breach of any the Consultant's obligations under this Agreement;
2. the Consultant shall not engage in any such activity if it relates to a business which is similar to or in any way competitive with the Business of the University without the prior written consent of the University; and
3. the Consultant shall give priority to the provision of the Services to the University during the course of the Engagement.
4. Confidential Information and University Property

The Consultant acknowledges that in the course of the Agreement it the Consultant’s Personnel will have access to Confidential Information. The Consultant has therefore agreed to accept the restrictions in this clause.

The Consultant shall not (except in the proper course of its duties), either during the Engagement or at any time after the Termination Date, use or disclose to any third party (and shall use its best endeavours to prevent the publication and disclosure of) any Confidential Information.

All documents, manuals, hardware and software provided by the University, and any data or documents (including copies) produced, maintained or stored on the University’s computer systems or other electronic equipment (including mobile phones if provided by the University), remain the property of the University. At any stage during the Engagement, the Consultant will promptly on request return to the University all and any University Property in its or the Individual's possession.

1. Data Protection

The Consultant will perform all Services under this Agreement with full compliance to the General Data Protection Regulations 2018 (as amended).

1. Intellectual Property

The Consultant warrants to the University that it has obtained from the Individual a nonexclusive, perpetual, irrevocable and royalty free licence to use all existing and future Intellectual Property Rights and Inventions generated or arising from the Services.

1. Liability

The Consultant shall have liability for and shall indemnify the University for any loss, liability, costs (including reasonable legal costs), damages or expenses arising from any breach by the Consultant, Consultant’s Personnel or any Substitute engaged by it of the terms of this Agreement including any negligent or reckless act, omission or default in the provision of the Services and shall accordingly maintain in force during the Agreement the following full and comprehensive insurance policies: commercial general liability insurance cover, professional indemnity insurance cover, employer's liability insurance cover and public liability insurance cover (“the Insurance Policies”).

The Consultant shall on request supply to the University copies of such Insurance Policies and evidence that the relevant premiums have been paid.

1. Termination

The University may at any time terminate this Agreement with immediate effect without notice and without liability to make any further payment to the Consultant (other than in respect of any accrued fees or expenses at the date of termination) if at any time:

1. the Consultant commits any gross misconduct;
2. the Consultant is in breach of any of its obligations under this Agreement;
3. the Consultant is convicted of any criminal offence (other than an offence under any road traffic legislation in the United Kingdom or elsewhere for which a fine or non-custodial penalty is imposed); or
4. the Consultant is, in the reasonable opinion of the University, negligent or incompetent in the performance of the Services;
5. the Individual is declared bankrupt or makes any arrangement with or for the benefit of his creditors or has a county court administration order made against him under the County Court Act 1984;
6. the Consultant makes a resolution for its winding up, makes an arrangement or composition with its creditors or makes an application to a court of competent jurisdiction for protection from its creditors or an administration or winding-up order is made or an administrator or receiver is appointed in relation to the Consultant;
7. the Consultant is unable to provide the Service, for any reason, for an aggregate period of 40 days in any 52-week consecutive period;
8. the Consultant commits any fraud or dishonesty or acts in any manner which in the opinion of the University brings or is likely to bring the Individual, the Consultant or the University into disrepute or is materially adverse to the interests of the University

The rights of the University under this clause are without prejudice to any other rights that it might have at law to terminate the Engagement or to accept any breach of this Agreement on the part of the Consultant as having brought the Agreement to an end. Any delay by the University in exercising its rights to terminate shall not constitute a waiver of those rights.

1. Obligations on Termination

On the Termination Date the Consultant shall:

* + - * 1. immediately deliver to the University any University Property in its possession and any original or copy documents obtained by it in the course of providing the Services;
        2. irretrievably delete any information relating to the business of the University stored on any magnetic or optical disk or memory, and all matter derived from such sources which is in its possession or under its control;
        3. provide a signed statement that it has complied fully with its obligations under this clause 13.

1. Variation and Third-Party Rights

This Agreement may only be varied by a document signed by both the Consultant and the University. The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement and no person other than the Consultant and the University shall have any rights under it.

1. Notices

Any notice given under this Agreement shall be in writing and signed by or on behalf of the party giving it and shall be served by delivering it personally, sending it by pre-paid recorded delivery/registered post to the party’s registered office, or by email to the address listed in Schedule 1.

1. Entire Agreement

Each party on behalf of itself acknowledges and agrees with the other party that:

(a) this Agreement constitutes the entire agreement and understanding between the Consultant and the University and supersedes any previous arrangement (which shall be deemed to have been terminated by mutual consent);

(b) in entering into this Agreement neither party has relied on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this Agreement or not) relating to the engagement (“Pre-contractual Statement”) other than as expressly set out in this Agreement; and

(c) each party agrees that the only rights and remedies arising out of or in connection with any Pre-Contractual Statement shall be for breach of contract;

(d) nothing in this Agreement shall, however, limit or exclude any liability for fraud.

1. Governing Law and Jurisdiction

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law. The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

**SIGNED on Behalf of Bradford University (The University):**

Authorised Signatory:

Date:

Name:

Designation:

**SIGNED on behalf of [insert name of Supplier] (The Supplier) by (Director/Secretary).**

Authorised Signatory:

Date:

Name:

Designation:

*[Remove if not applicable: If these Conditions of Contract are applied in relation to a Purchase Order, then the issue of that Purchase Order by the University and its Acceptance by the Supplier shall constitute official agreement of the Contract terms*

**Schedule 2**

**Processing, Personal Data and Data Subjects**

1. The Consultant shall comply with any further written instructions with respect to processing by the University.

2. Any such further instructions shall be incorporated into this Schedule.

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| --- | --- |
| **DESCRIPTION** | **DETAILS** |
| Subject matter of the processing | *[This should be a high level, short description of what the processing is about i.e. its subject matter]* |
| Duration of the processing | *[Clearly set out the duration of the processing including dates]* |
| Nature and purposes of the processing | *The nature of the processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc.*  *The purpose might include: [Please be as specific as possible, but make sure that you cover all intended purposes, e.g. employment processing, statutory obligation, recruitment assessment etc]* |
| Type of Personal Data | *[Examples here include: name, address, date of birth, NI* *number, telephone number, pay, images, biometric data etc]* |
| Categories of Data Subject | *[Examples include: Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, patients, students / pupils, members of the public, users of a particular website etc]* |
| Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data | *As detailed in clause 13.* |