# Consultant’s agreement

**1. Introduction and Definitions**

This Agreement is between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (organisation's name and address) (herein after called \_\_\_\_\_\_\_\_\_\_ ) and (\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ) (herein after called 'the Consultant').

The Agreement will be in accordance with the following Terms and Conditions unless and until an alternative is specifically agreed between the Parties.

**2. Purpose of the Agreement**

The purpose of the Agreement is:

Further details of the Agreement are set out in the attached Schedule of work.

The Consultant shall provide regular contact and activity reports to the Organisation’s Project Manager, (name).

Both the Consultant and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ declare that no mutuality of obligation whatsoever is created or implied either during the course of this contract for services or during any period when assignments for the Consultant are not available.

**3. Commencement date and duration of the Agreement**

This Agreement will commence on (\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ) and is to be carried out in accordance with the following conditions:

It may be terminated by either party giving one month's notice in writing.

\_\_\_\_\_\_\_\_\_\_ may terminate the agreement immediately in the event that the Consultant commits any material breach of the terms of this Agreement, or engages in any conduct detrimental to the interests of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ which includes any conduct tending to bring \_\_\_\_\_\_\_\_\_\_\_ into disrepute or which results in the loss of custom, service provision or business.

**4. Fees and expenses**

Fees for the Agreement will be as follows: £xx per day/hour, where the work has been agreed in advance.

Where necessary, VAT will be added at the appropriate rate.

Where appropriate, travel, subsistence and other expenses will be paid at cost and in accordance with arrangements specifically agreed, in advance, with the Consultant.

**5. Invoices and payment**

Unless specifically agreed otherwise, itemised invoices will be submitted monthly by the Consultant and payment made within 30 days.

**6. Taxation**

The Consultant is a self-employed person responsible for taxation and National Insurance or similar liabilities or contributions in respect of the fees and the Consultant will indemnify [organisation] against all liability for the same and any costs, claims or expenses including interest and penalties.

**7. Confidentiality**

The Consultant will not divulge to third parties matters confidential to ( \_\_\_\_\_\_\_\_\_\_ ) (whether or not covered by this Agreement) without

( \_\_\_\_\_\_\_\_\_\_ ) explicit written permission.

Except where specifically agreed otherwise, all material, data, information etc. collected during the course of the Agreement will remain in the possession of ( \_\_\_\_\_\_\_\_\_\_ ) and not used without their permission.

**8. Publication of material**

Where the Agreement provides for the publication of material, the following specific conditions shall apply:

(a) \_\_\_\_\_\_\_\_\_\_ will retain the right to edit the final draft prior to publication subject, in the case of joint publications, to amendments proposed being agreed with the author(s).

(b) prior to publication, the Consultant and/or others associated with the publication shall not disclose any material obtained or produced for the purposes of the project to any other party unless \_\_\_\_\_\_\_\_\_\_ have given prior approval in writing.

(c) the Consultant will provide to \_\_\_\_\_\_\_\_\_\_ copies of all material, data et cetera collected specifically for the project and indicate the source of other material used.

(d) \_\_\_\_\_\_\_\_\_\_ will, except where specifically agreed otherwise, hold copyright to the publication.

Other matters relating to the use of the material shall be covered as an Appendix to this Agreement. Where other uses are agreed, all material and publications based on the project shall acknowledge \_\_\_\_\_\_\_\_\_\_ .

**9. Substitution**

The Consultant shall send a substitute of equivalent skill and expertise to perform the works or to hire assistance to complete the works. However, the services are normally to be provided by the Consultant personally. If no substitute can be sent in the absence of the Consultant because of illness or injury, the Consultant must inform \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ at their earliest possible convenience.

In the event that the Consultant sends a substitute or delegate or hires assistance, the Consultant will be solely responsible for the payment and control of the substitute or delegate or hired assistance and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ will have no legal, contractual or financial relationship with such substitute or delegate or hired assistance.

**10. Data protection**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ collects and processes certain types of data about the Consultant and does so in line with data protection legislation that is in force from time to time. The Consultant should read \_\_\_\_\_\_\_\_\_\_\_\_’s Privacy Noticefor more information about the types of data processed and the reasons for the processing.

Where the Consultant, as part of the provision of services, processes data on behalf of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, they are acting as a data processor. The Consultant hereby declares that they understand their responsibilities in relation to data protection legislation and have in place appropriate technical and organisational measures to ensure data is processed in accordance with those responsibilities.

**11. Restrictions**

The Consultant shall not whilst this Agreement is in force be engaged or concerned directly or indirectly in the provision of services to any other party in the same or similar field of business or activity to \_\_\_\_\_\_\_\_\_\_ without the prior written consent of \_\_\_\_\_\_\_\_\_\_ .

**12. Resources**

The Consultant shall be responsible for obtaining whatever equipment, materials and/or additional persons that may be required to adequately provide the services.

**13. Other conditions**

Any other conditions, including variations to the terms set out above, shall be included as an Appendix to this Agreement.

For \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Organisation)
Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Designation: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

For the Consultant
Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Designation: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Designation: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_