



Consultancy Agreement

April 2016

www.peopleknowhow.org
Registered Charity Number SC043871

Consultant Name:

Position / Area of Work:

Date:

Version:	04
Date Approved:	April 2016
Scheduled Review Date:	May 2017

Contents

1. Introduction	4
2. Services	4
3. Fees	4
4. Confidentiality	4
5. Intellectual Property	5
6. Independent Contractor Relationship	5
7. Termination	5
8. Data Protection	6
9. Tax	6
10. Conflicts of Interest	6
11. Liability	6
12. Criminal Convictions & Vetting Information	7
13. Changes to this Agreement	7
14. Confirmation of Agreement	7
15. Monitoring & Review	7

Appendix A: Consultancy Agreement Form	8
Appendix B: Tender Offer Letter Template	9
Appendix C: Bank Details Form	10

1. Introduction

This Agreement confirms that People Know How will retain you to act as, and that you will act as, a consultant to People Know How as [INSERT DETAILS] for a [INSERT TIME] period beginning on [INSERT DATE] on the terms laid out in this Agreement.

2. Services

You will provide the services listed in the relevant Tender Description provided you will not be required to devote more than [INSERT NUMBER OF HOURS / OTHER TIME FRAME] to performing these services during the [INSERT TIME] period of your appointment.

You will put at our disposal your knowledge and experience relating to those activities in the area/field in which we are engaged in order to provide these services.

You warrant that you are currently under no obligation which is inconsistent with your duties to People Know How, and that you will not enter into any agreement with a third party, the terms of which may be inconsistent with these duties.

Whilst you are acting as consultant for People Know How, you will be expected to abide by all our policies and procedures.

3. Fees

We will pay you:

- At a rate of £ [INSERT AMOUNT] per [INSERT TIME], payable [MONTHLY/QUARTERLY] in [advance/arrears], starting on the date on which your consultancy begins.
- Reasonable expenses necessarily incurred by you in carrying out your duties and services.

You should address all invoices to **People Know How, Ocean Terminal, Ocean Dr, Edinburgh EH6 6JJ** for the attention of [INSERT NAME]. We will pay each invoice [INSERT TIMESCALE].

The payments made by us as outlined above will be full and complete compensation for all obligations assumed by you under this Agreement and for all Intellectual Property you assign to People Know How.

4. Confidentiality

During the period of your consultancy ~~and indefinitely after its end, you will~~ keep confidential, and not use for any purpose except as acting as our consultant and providing services to us, any information disclosed to you about People Know How, its staff members, volunteers and service users. You agree that you will not disclose confidential information to any third party without first obtaining our written consent. In accordance with our Confidentiality Policy, exceptions are made for situations involving your own personal safety, or that of another individual.

At the end of your consultancy, you will immediately deliver to us all materials, records, databases, documents and other papers that are in your possession, custody or control and that are our property, or that otherwise relate to People Know How.

The above obligations of confidentiality also do not apply to any information that:

- Was already known to you, and not already subject to any obligation of confidentiality to us, before we made it available to you.
- Is or becomes publicly known through no fault of yours.
- Is given to you by a third party who has the right to do so.

5. Intellectual Property

You will disclose to us promptly the results of the services, including any inventions and improvements that you make or conceive, either alone or jointly with others, in the course of, or as a direct result of, the work done for us, or as a consequence of information we have supplied to you for the purposes of this Agreement.

The expression 'Intellectual Property' means patents, trademarks, service marks, registered designs, copyrights, database rights, design rights, confidential information, applications for any of the above, and any similar right recognised from time to time in any jurisdiction, together with all rights of action in relation to the infringement of any of the above.

6. Independent Contractor Relationship

You agree that you will be working for us as an independent contractor and that nothing in this Agreement creates, implies or evidences the relationship of employer and employee. You have no authority to make any representation or commitment or to incur any liability on our behalf.

7. Termination

This Agreement can be terminated with immediate effect – either by you or People Know How – by giving notice to the other if:

- The other is in breach of any provision of this Agreement and (if it is capable of remedy) the breach has not been remedied within [INSERT TIMEFRAME] after receipt of written notice specifying the breach and requiring its remedy.
- The other becomes insolvent, or if an order is made or a resolution is passed for its winding up (except voluntarily for the purpose of solvent amalgamation or reconstruction).

If the performance by either you or us of any obligation under this Agreement (except a payment obligation) is delayed or prevented by circumstances beyond reasonable control, you or we (as the case may be) will not be in breach of this Agreement because of that delay in performance. However, if the delay in performance lasts for more than Agreement with immediate effect by giving [INSERT TIMEFRAME], the other party may terminate this written notice.

8. Data Protection

You consent to our holding and processing any personal data we collect about you for the purpose of administering and managing our organisation. All details held will be handled in accordance with our Confidentiality Policy and Data Protection Policy.

9. Tax

You will be responsible for all paying all income tax and national insurance contributions in relation to the fees paid to you under this Agreement.

10. Conflicts of Interest

You agree that while you are providing services to us, you will not be directly engaged in, or concerned with any other organisation which either competes with us or that might otherwise cause a conflict of interest without first obtaining our written consent. If in any doubt as to whether a conflict of interest might exist you should immediately discuss the matter with us before accepting any position or appointment.

11. Liability

You warrant to us that, to the best of your knowledge and belief, any advice or information given by you, or the content or use of any materials, works or information you provide to us in connection with this Agreement, will not constitute or result in any infringement of third-party rights.

People Know How will indemnify you, and keep you fully and effectively indemnified, against each and every claim made against you as a result of our use of any of any materials, works or information received from you pursuant to the terms of this Agreement, provided that you:

- Promptly notify us of the details of the claim.
- Not make any admission in relation to the claim.
- Allow us to have conduct of the defence or settlement of the claim.
- Give us all reasonable assistance (at our expense) in dealing with the claim.

This indemnity will not apply to the extent that the claim arises as a result of your negligence, or the deliberate breach of this Agreement. However, your liability for any breach of this Agreement will not extend to any indirect damages or losses, or any loss of profits, loss of revenue, loss of data, loss of contracts or opportunity, whether direct or indirect, even if we have advised you of the possibility of those losses or if they were within your contemplation. Your aggregate liability to us other for all and any breaches of this Agreement will not exceed in total the amount paid to you under this Agreement.

Nothing in this Agreement limits or excludes either party's liability for:

- Death or personal injury
- Any fraud or for any sort of liability that, by law, cannot be limited or excluded
- Any loss or damage caused by a deliberate breach of this Agreement.

12. Criminal Conviction & Vetting Information

Due to the nature of our work, we ask that you are vetted and cleared to work with vulnerable groups – at our expense. You are also required to inform us and provide full details of any new criminal convictions or cautions you receive prior to and whilst under Agreement with People Know How. Notification should occur at the time of the incident and within one month of any charges or cautions by the police.

13. Changes to this Agreement

People Know How reserves the right, after due consultation with you, to change the terms outlined in this Agreement if the changes are necessary and reasonable for any substantial reason. Any significant change(s) will be confirmed in writing within 4 weeks of the change(s). Once a change has been made, you will be required to sign a new Consultancy Agreement Form (see Appendix A) to put the change into effect.

People Know How must be notified of any alteration to your home address and/or telephone number as soon as possible.

14. Consultancy Agreement

By signing the Consultancy Agreement Form (see Appendix A), you confirm that you accept the terms of this Agreement and you agree to comply with these.

15. Monitoring & Review

The effectiveness of this Consultancy Agreement will be reviewed annually and action taken as necessary.

This Agreement will be reviewed in 2017.

Appendix A: Consultant Agreement Form

This Consultant Agreement Form should be signed to declare agreement and acceptance of People Know How's Consultancy Agreement.

I, _____, have read, understood, agree with the terms outlined and accept this Consultancy Agreement with People Know How.

I wish to accept this Agreement and agree I will retain as confidential any information kept by People Know How or information otherwise obtained while carrying out services and duties for People Know How. I also agree to comply with all People Know How Policies and Procedures.

I will endeavour to perform my services and duties in a professional, ethical, caring, compassionate and co-operative manner as guided by People Know How.

Signed:

Date:

Appendix B: Tender Offer Letter Template

The following should be used as a template to offer tender.

People Know How Office
Ocean Terminal,
Ocean Dr,
Edinburgh EH6 6JJ

[INSERT DATE]

Dear [INSERT NAME],

RE: [INSERT TENDER TITLE] TENDER

I am writing to confirm the offer of tender at People Know How as a _____.

Please find a Consultancy Agreement and Consultancy Agreement Form enclosed with this letter / attached to this email. You are asked to read the Consultancy Agreement and complete the Consultancy Agreement Form to confirm that you have understood and agree to the terms of the agreement and wish to formally accept this tender. Please return your completed Consultancy Agreement Form to me as soon as possible.

If you wish to accept this tender, your starting date will be _____. You will be paid at a rate of _____. You will be paid directly into your bank account _____.

If you have any questions, please do not hesitate to contact me.

Yours sincerely

[INSERT NAME]
[INSERT JOB TITLE]

www.peopleknowhow.org

People Know How is a not-for-profit organisation based in Scotland. We work to enhance the people's lives by providing the support and help they need to grow to reach their full potential. To find out more about our mission, work and services, please visit www.peopleknowhow.org.

Appendix C: Bank Details Form

This Form should be used to collect Bank Details for payment.

THIS FORM IS PRIVATE AND CONFIDENTIAL

Title: [TITLE] Other:

Account Name:

Bank:

Bank Address:

Sort Code: | | |

Account Number:

I confirm that the above details are correct and that I would like People Know How to use them for payment purposes.

Print Name:

Date: