



GC-XX-XXXX-XX

Insert Date

Name

Title

Company Name

Address

Town/City

Postcode

Tel:

Email:

Fax:

Dear

[**Consultancy agreement**] or [**Other agreement**]

We are writing to confirm the terms of agreement concerning the provision of your [consultancy] services or [Other] to Glasgow Caledonian University (**GCU**).

# Term

The Services (as defined in clause 2.1) shall commence on [DATE] and shall terminate on [DATE] (“**the Term**”), without the need for prior notice, unless this agreement is terminated earlier by:

### either party giving to the other not less than [NUMBER] weeks' prior written notice; or

### in accordance with clause 9.

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# Duties

## You shall devote at least [10] hours in each [calendar month] to carrying out the following services for GCU with all due care, skill and ability:

### [list services here]

### [list services here]

(the “**Services”**).

### **OR**

### You shall carry out the following services for GCU with all due care, skill and ability during the Term:

### (a) [list services here]

### (b) [list services here]

(the “**Services”**).

##

## If you are unable to provide the Services due to illness or injury you shall notify [INSERT RELEVENT DEPARTMENTAL/SCHOOL CONTACT] as soon as reasonably practicable.

## You must comply with all relevant policies and procedures relating to the service as detailed here <http://www.gcu.ac.uk/guidelinesandpolicies/>.

## With our prior written approval, you may appoint a suitably qualified substitute to perform the Services on your behalf, provided that the substitute shall be required to enter into direct undertakings with GCU, including with regard to confidentiality. If GCU accepts the substitute, we will continue to pay you your fee as provided in clause 3.1 below and you shall be responsible for the remuneration of (and any expenses incurred by) the substitute. You will not be paid for any period during which neither you nor any substitute provides the Services. For the avoidance of doubt, you will continue to be subject to all duties and obligations under this agreement for the duration of the appointment of the substitute.

##

## You shall ensure that you are available at all times on reasonable notice to provide such assistance or information as GCU may require.

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## You shall comply with all reasonable standards of safety and comply with GCU's health and safety procedures from time to time in force at the premises where the Services are provided and report to GCU any unsafe working conditions or practices.

## You have no authority (and shall not hold yourself out as having authority) to bind GCU, unless we have specifically permitted this in writing in advance.

##

## You must comply with our anti-corruption and bribery policy and procedures and the Bribery Act 2010. Failure to do so may result in the immediate termination of this agreement.

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# Fees and expenses

## GCU will pay you a fee of [£10 per hour] **OR** [£100] exclusive of VAT. You shall submit invoices to GCU [on a monthly basis setting out the hours that you have worked for GCU during the preceding month] **OR** [on completion of the Services] and any VAT payable (if applicable). GCU will pay such invoices in accordance with its usual payment terms.

## GCU shall reimburse those expenses agreed in advance as necessary for the proper performance of the Services within 30 days of receipt of your invoice and all relevant receipts.

## We are entitled to deduct from any sums payable to you any sums that you may owe GCU at any time.

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# Other activities

You may be engaged, employed or concerned in any other business, trade, profession or other activity which does not place you in a conflict of interest with GCU. If you are involved, in any capacity, with a business which does or could compete with the business of GCU, you should seek the prior written consent of the Head of Procurement before commencing the Services, or before continuing with the provision of the Services, whichever applies.

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# Confidential information and GCU Property

## You shall not use or disclose to any person either during or at any time after your engagement by GCU any confidential information about the business or affairs of GCU or any of its business contacts, staff or students, or about any other confidential matters which may come to your knowledge in the course of providing the Services. For the purposes of this clause 5, **confidential information** means any information or matter which is not in the public domain and which relates to the business or affairs of GCU or any of its business contacts, staff or students.

## The restriction in clause 5.1 does not apply to:

### any use or disclosure authorised by GCU or as required by law; or

### any information which is already in, or comes into, the public domain otherwise than through your unauthorised disclosure.

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## All documents, manuals, hardware and software provided for your use by GCU, and any data or documents (including copies) produced, maintained or stored on GCU’s computer systems or other electronic equipment, remain the property of GCU.

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# Data protection

## You consent to GCU holding and processing data relating to you for legal, personnel, administrative and management purposes and in particular to the processing of any sensitive personal data as defined in the Data Protection Act 1998 relating to you including, as appropriate:

### information about your physical or mental health or condition in order to monitor absence and take decisions as to your fitness to perform the Services;

### your racial or ethnic origin or religious or similar beliefs in order to monitor compliance with equal opportunities legislation;

### information relating to any criminal proceedings in which you have been involved for insurance purposes and in order to comply with legal requirements and obligations to third parties; and

### [INSERT DETAILS OF ANY OTHER PERSONAL SENSITIVE DATA THAT MAY BE GATHERED – unlikely to be relevant for short term, low value contracts].

## GCU may have to disclose personal data and/ or sensitive personal data about you to a third party if legally obliged to do so and you provide consent to such disclosure.

## You will comply with GCU’s data protection policy when processing personal data relating to any employee, student, worker, customer, client, supplier or agent of GCU.

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# Intellectual property

## You hereby assign to GCU all existing and future intellectual property rights (including, without limitation, patents, copyright and related rights) and inventions arising from the Services for GCU. You agree promptly to execute all documents and do all acts as may, in the opinion of GCU, be necessary to give effect to this clause 7.

## You hereby irrevocably waive all moral rights under the Copyright, Designs and Patents Act 1988 (and all similar rights in other jurisdictions) which you have or will have in any existing or future works.

# Insurance and liability

## You shall have personal liability for and shall indemnify GCU for any loss, liability, costs (including reasonable legal costs), damages or expenses arising from any breach by you, or any substitute engaged under this agreement, of the terms of this agreement, including any negligent or reckless act, omission or default in the provision of the Services and shall maintain in force during the Term, adequate insurance cover with reputable insurers acceptable to GCU.

## You shall, on request, supply to GCU copies of such insurance policies and evidence that the relevant premiums have been paid.

## In so far as the law permits, GCU’s total liability to you, whether in contract, negligence, breach of statutory duty, or otherwise, arising under or in connection with this agreement shall be limited to the total fees paid by GCU under this agreement.

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# Termination

GCU may at any time terminate your engagement with immediate effect with no liability to make any further payment to you (other than in respect of any accrued fees or expenses at the date of termination) if:

### you are in material breach of any of your obligations under this agreement; or

### other than as a result of illness or accident, after notice in writing, you wilfully neglect to provide or fail to remedy any default in providing the Services.

Any delay by GCU in exercising its rights to terminate shall not constitute a waiver of those rights.

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# Obligations on termination

GCU property in your possession and any original or copy documents obtained by you in the course of providing the Services shall be returned to [INSERT RELEVANT DEPARTMENTAL/SCHOOL CONTACT]at any time on request and in any event on or before the termination of this agreement. You also undertake to irretrievably delete any information relating to the business of GCU stored on any magnetic or optical disk or memory, and all matter derived from such sources which is in your possession or under your control outside the premises of GCU.

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# Status

## You will be an independent contractor and nothing in this agreement shall render you an employee, worker, agent or partner of GCU and you shall not hold yourself out as such.

## This agreement constitutes a contract for the provision of services and not a contract of employment and accordingly you shall be fully responsible for and indemnify GCU against any liability, assessment or claim for:

### taxation, National Insurance or other liability, contribution, assessment or deduction whatsoever arising from or made in connection with the performance of the Services, where such recovery is not prohibited by law; and

### any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by you or any substitute against GCU arising out of or in connection with the provision of the Services, except where such claim is as a result of any act or omission of GCU.

GCU may satisfy such indemnity (in whole or in part) by way of deduction from any payment due to you.

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# Variation

This agreement may only be varied by a document signed by both you and GCU.

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# Governing law

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 Scots Law.

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# Jurisdiction

The Scottish Courts 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).

# Entire agreement

# This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to the Employee's employment and its termination.

Please acknowledge receipt of this letter and acceptance of its terms by signing, dating and returning the enclosed copy.

Yours sincerely

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For and on behalf of

Glasgow Caledonian University

I hereby acknowledge receipt and accept the contents of this letter.

Signed .....................................................

{. . .}

Date ........................................................