



**European Union**

European Regional  
Development Fund

xx xx 2019

Dear xx

### **AGREEMENT FOR SUPPLY OF SUPPLY CHAIN SUPPORT**

I am writing on behalf of the Cumbria Chamber of Commerce (hereinafter referred to as the Chamber) to invite you to provide supply chain support services to the Chamber working on both ERDF and non ERDF business support projects, on the terms of the agreement for services set out in this letter.

#### Service and Period of Agreement

The services supplied under this Agreement comprise advice and assistance to individuals and businesses using the services provided by the Chamber and who have been referred to you by the Chamber or who you have engaged with yourself (subject to eligibility) for advice and/or assistance under Chamber initiatives (which individuals and businesses are hereinafter called "clients").

The particular days upon which you will supply your service will be decided by mutual agreement. Unless otherwise agreed you shall report to the Supply Chain Development Manager, and ultimately to the Deputy Chief Executive.

You must provide your services with all reasonable care and skill and to the best of your ability.

This engagement shall for all purposes be deemed to have commenced on **DATE**. It may be terminated by you or by the Chamber upon one calendar month's notice in writing or without notice as is hereinafter provided.

Continuation of this agreement is subject to ongoing satisfactory quality in terms of, for example, customer satisfaction and feedback and paperwork.

There is no guarantee of continuity of this agreement.

This agreement is personal to you and may not be assigned to or performed by anyone other than you.

#### Nature of Agreement

This agreement is to be construed for all purposes as a contract for the supply of services and not as a contract of service.

The Chamber's professional indemnity insurance will cover you whilst working on behalf of the Chamber provided you act within its terms.

This agreement may be terminated by the Chamber with immediate effect if you have any involvement (direct or indirect) with a Chamber client or competitor (other than on Chamber activities) without the specific prior written approval of the Chief Executive or Deputy Chief Executive.

#### Declaration of Interest

It is a condition of your being offered this agreement that you make full disclosure of your interests in individuals, businesses and other organisations with which the Chamber has a relationship or interest, including those with which the Chamber is in competition.

At the time of being requested to contact the individual, business or other organisation you must declare:

- the holding of any position by yourself or close family as a director, officer, employee, consultant, partner, principle or agent
- the holding of any position by yourself or close family of any position described above in any business or organisation in direct or indirect competition with the client organisation or with the Chamber
- the direct control or ownership (whether jointly or alone) of any shares (or any voting rights attached to them)
- the direct or indirect provision of any financial assistance
- any relationship to any individual.

A material interest held by a member of your close family in any client, individual, company, or other organisation, or its direct competitor, or a Chamber competitor should be declared at the earliest possible time and the matter should be placed in writing to the Chamber.

At all times you will comply with the regulations and guidelines laid down from time to time by the Chamber in relation to confidentiality, conflicts of interest and otherwise.

### Remuneration

In consideration of your providing supply chain services the Chamber undertakes to pay you composite sums as detailed in the attached Appendix A. Such sums will be deemed to cover all travelling and out of pocket expenses. Invoices for those services will be submitted on a periodic basis, normally monthly or as otherwise requested by the Chamber. Travel may be subject to an additional payment at the Chamber's standard rate per mile for the excess, as set out in Appendix A.

The Chamber will undertake to make payment for the supply of services within 30 days of receipt of invoices provided that services have been supplied in accordance with the terms and conditions of the contract and that the related, correct, project paperwork has been submitted to us.

### Call Off from the Pool

The call off procedure for work from this pool is set out in Appendix B.

### Status and Tax Liability

It is a condition of you being offered this agreement that you have the status of a self-employed person. As such, you are not entitled to any pension, bonus or other fringe benefits from the Chamber. It is a further condition of your being offered this agreement that you accept full responsibility for all income tax liabilities and national insurance or similar contributions in respect of any income tax costs, penalties, interest and gross up which may be found due from the Chamber in respect of your services under this agreement.

### Confidentiality

We have discussed with you the confidential nature of the work you will be undertaking and the commercial value of some of the information you will acquire. It is therefore a condition of the Chamber offering you this agreement that you agree to keep secret and confidential and not at any time for any reason disclose or permit to be disclosed to any person or otherwise make use of any information relating to the business affairs, finances, technology, technical processes, customers or suppliers of any client or potential client of the Chamber whether past, present or future or of the Chamber itself. Upon termination of this agreement for any reason or otherwise on request by the Chamber you must deliver up to the Chamber all working papers, computer disks and tapes or other material and copies provided to or prepared by you pursuant to this agreement or otherwise and as between you and the Chamber all such papers, computer disks, tapes and other material belong to the Chamber which shall also own the copyright in them.

### Performance Monitoring

Service standards will be monitored on an ongoing basis by the Supply Chain Development Manager and Deputy Chief Executive. The level of your performance will be measured by the perceived quality of project documentation submitted and the timeliness of submission. Client impact will be judged by the percentage of

satisfactory client quality of service questionnaires received and other client feedback.

The measures of acceptable performance include, but not necessarily be restricted to:

- receipt of a minimum of 90% satisfactory quality of service questionnaires
- submission of completed project documentation within one week of client contact, with any exceptions being agreed in advance with the Supply Chain Development Manager
- the acceptability of documentation content which will be assessed by the Supply Chain Development Manager, Deputy Chief Executive and funders
- adherence to any service standards set out for specific contracts.

You may be required to achieve (within six months of notification) and then maintain it SFEDI or other relevant accreditation, if required for specific contracts.

On an annual basis, you will be required to provide evidence of Continual Professional Development undertaken, provided by the Chamber and relevant external sources.

#### Failure to achieve a satisfactory level of performance

The Supply Chain Development Manager and/or Deputy Chief Executive may bring any perceived shortfall in performance to your attention at any time during the currency of this Agreement. Problems will be discussed and agreed action points will be recorded. Either you, the Supply Chain Development Manager or Deputy Chief Executive has the right to request an independent review by the Chief Executive.

#### Disciplinary Procedures

Any shortfall in the level of service provided or conduct of personnel will be, at the discretion of the Deputy Chief Executive, dealt with through the implementation of disciplinary procedures which form part of the Chamber's Operational Guide.

#### Terminations

Without prejudice to any of the foregoing and without limitation this Agreement may be terminated forthwith by the Chamber without notice if:

- you engage in any conduct or activity which in the opinion of the Chamber is incompatible with the proper discharge of your duties under this Agreement
- you fail to maintain confidentiality as outlined under the appropriate paragraph(s)
- you commit any grave misconduct or wilful neglect in the discharge of your duties as a supply chain support provider
- you are incompetent or are guilty of serious or persistent negligence in the provision of services under this Agreement.

Variation

No variation of this Agreement shall have any effect unless it is properly made in writing.

Acceptance

If you agree to the terms set out in this letter and wish to accept our offer which is made subject thereto, then please sign and date the enclosed duplicate of this letter and return it to us as soon as possible together with a list of your interests, if appropriate.

Kind regards

Suzanne Y Caldwell  
Deputy Chief Executive

## APPENDIX A

To the Agreement dated xx

### Remuneration Details (all amounts are exclusive of VAT)

Payment will be in arrears against monthly invoices itemising authorised work carried out during the month, and subject to provision of satisfactorily completed paperwork and output/outcomes/results gathering.

The rates for these contracts in relation to advisory and online activity will be as follows, plus VAT if you are VAT registered.

- £30/hour
- £60 flat rate, for participation in required training and meetings
- £25 flat rate, for inclusion of one or more reasonable referrals\* to support outside the project, either in the initial action plan or subsequently (in total not per referral)
- Travel at 40p/mile for travel within Cumbria over 50 miles in a round trip. Travel outside of Cumbria will only be paid in exceptional circumstances or if we specifically request you to attend an out of county meeting.
- Optional attendance at CPD training offered via the Chamber will not be chargeable to the Chamber unless, exceptionally, attendance is specifically requested by the Deputy Chief Executive.

These rates, which may be varied during the period of the projects, will be payable as set out below, with monthly invoicing. Other payments may be agreed by exception (for example if requested to represent the Chamber at an out of county meeting).

For client work payments will be made as follows:

- 70% following receipt of correct and complete paperwork for the work carried out
- 15% following receipt of a completed support declaration showing at least 12 hours eligible support received by the client
- 15% following receipt of outputs and related evidence

Advisers are expected to arrange client meetings and journeys where possible to minimise travel requirements. Travel expenses and time may be disallowed in full or in part at the discretion of the Chamber where they appear unreasonable if the adviser cannot show that they took reasonable steps to do this.

\*Whether referrals are judged as reasonable will be at the discretion of the Supply Chain Development Manager/Deputy Chief Executive.

In relation to workshop/seminar activity rates are to be agreed.

APPENDIX B

**Drawing providers from the pool**

*Advisory activity:*

Where a provider brings a client to the project they will work with that client unless they or the client choose otherwise.

Otherwise providers will be allocated on the basis of geography (as far as possible avoiding mileage costs) and subject to reasonable availability, taking into account specialisms in line with client needs. All of other things being equal we will allocate on the basis of rotation.

*Workshops/seminars:*

Workshop/seminar activity will be agreed and allocated in line with identified client needs and opportunities, taking into account specialisms, track record, suggestions and price at bidding stage and availability. If there is not a clear preferred option based on this we will invite brief specific proposals from relevant providers within the pool and decide on the basis of those.

*Online resources and activities:*

Workshop/seminar activity will be agreed and allocated in line with identified client needs and opportunities, taking into account specialisms, track record, suggestions and price at bidding stage and availability. If there is not a clear preferred option based on this we will invite brief specific proposals from relevant providers within the pool and decide on the basis of those.

To: CUMBRIA CHAMBER OF COMMERCE

I acknowledge receipt of the letter set out above and confirm that I have read and understood the terms set out in it. I further confirm that I am willing to accept the Chamber's offer and provide counselling services to the Chamber subject to and on the terms set out in the above letter. I attach a list of my material interests in businesses as required\* [delete if not appropriate].

Signed: .....

Date: .....

Name: .....