

HEALTH EDUCATION ENGLAND

CONTRACT FOR SERVICES

Between Health Education England working across the north east and north Cumbria (HEE NE) ('the Client') and Healthcare Leadership Academy Volpulus ('the Contractor') it is agreed as follows:

1. Definitions:

In this contract the following words and expressions shall have the following meanings unless the context otherwise requires:

Commencement Date: 01/09/2021

Services: the Contractor will provide a bespoke educational programme to doctors and dentists in training.

Termination Date: 31/08/2022

2. Appointment

With effect from the Commencement Date, the Contractor is appointed as a self-employed contractor to the Client, the pattern of working to be agreed with the client and cost per item will be as described above.

3. Duties

During his/her appointment, the Contractor agrees:

- to devote such of his/her time, attention and skill to the business of the Client as shall, in the opinion of the Client, be necessary for the proper and timely performance of the services provided. The Contractor must devote such time as is agreed on an ad hoc basis in the performance of the services;
- to carry out the services in an expert and diligent manner and to provide his/her services to the best of his/her commercial, technical and creative skill;
- to the best of his/her ability, promptly and faithfully to comply with and observe all lawful, reasonable and proper requests that may from time to time be given to him/her by the Client;
- to keep the Client informed of progress on the services and in particular to liaise with **Alyson Williamson** as appropriate to the work being undertaken. This includes providing feedback regarding clients seen and number of sessions provided on a regular basis.

While the Contractor's method of working is entirely his/her own and s/he is not subject to the control of the Client, s/he shall nevertheless comply with any reasonable requests of the Client.

4. Delegation of work

The Client shall not be obliged to provide the Contractor with any other work and the Contractor will not be obliged to accept or perform any other work offered, unless and until the Client has requested and the Contractor has agreed to perform such work.

If the Contractor is unable at any time to perform the services due to circumstances beyond his/her control, the Client may need to suspend payment of services and arrange for the delivery of services from another Contractor.

The Contractor must promptly notify the Client in the case of illness or accident that prevents the performance of the services in accordance with this contract.

5. Fee

The cost for the provision of services will be agreed prior to any work commencing and any commitment being made by either party. The Contractor will normally submit an invoice within 10 working days of completion of the educational programme.

Both parties will communicate in a professional and timely manner and email will be assumed as the preferred method of communication unless agreed otherwise.

For educational events, the Client will ensure that suitable training facilities are booked including data projector and flipchart and the Contractor will provide their own laptop and other resources that are required e.g. laptop speakers. The Client will process bookings and provide a register electronically to the Contractor in advance of each session. The Contractor will ensure that the register is completed on the day and returned via email to the Client no more than 7 working days after the event. The Client will arrange for evaluation survey and CPD certificates to be provided to delegates within 5 working days of receipt of the register. A summary report of the evaluation for each event will be provided to the Contractor by the Client.

In the event that there are periods when there are no services for the Contractor to perform, the Contractor shall not be paid a retainer for these periods. The fee is payable only in respect of services actually provided.

6. Office facilities

The Client will not be responsible for providing the Contractor with office facilities.

7. Confidentiality

The Contractor hereby agrees that during the course of his appointment under this contract s/he is likely to obtain knowledge of trade secrets and other confidential information with regard to the business and financial affairs of the Client and those of the Client's clients, customers and suppliers, details of which are not in the public domain ('Confidential Information') and accordingly the Contractor hereby undertakes to and covenants with the Client that:

- s/he shall not at any time after the Termination Date use or procure the use of the name of the Client in connection with his/her own or any other name in any way calculated to suggest that s/he continues to be connected with the business of the Client or in any way hold him/herself out as having such connection;
- s/he shall not use the Confidential Information other than during the continuance of this contract and in connection with the provision of the services; and
- s/he shall not at any time after the date of this contract (save as required by law) disclose or divulge to any person other than to officers or employees of the Client whose province it is to know the same any Confidential Information and s/he shall use his/her best endeavours to prevent the publication or disclosure of any Confidential Information by any other person.

The restrictions set out above shall cease to apply to information or knowledge that comes into the public domain otherwise than by reason of the default of the Contractor.

8. Intellectual Property Rights

- 8.1** In performing the Services the Contractor shall not infringe the Intellectual Property Rights of any third party. Where a third party owns existing rights, the Contractor shall obtain third party consent before using the material and this consent is to include the right of the Authority to use, copy, modify adapt or enhance the material.

- 8.2** Subject to any prior rights and to the rights of third parties, copyright and every other property right in all reports, documents and things produced or information obtained by the Contractor or which is prepared or obtained under the Contractor's direction or control under this Agreement shall vest in the client.
- 8.3** The Contractor shall not disclose any specifications, plans, instructions, drawings, patents, models or other information obtained pursuant to or by reason of the Contract, without the written permission of the client.
- 8.4** The provisions of this Condition shall apply during the continuance of this Contract and after its termination howsoever arising, without limitation of time.

9. Termination

The contract is for a defined period and due to end **as described in Clause 1 above**, unless otherwise terminated by either party as set out below.

Either party shall have the right at any time to terminate this contract by giving not less than **one month** notice in writing to the other party.

In addition, the Client shall have the right to terminate this contract at any time by summary notice without any payment in lieu in the event of the Contractor:

- being in material or persistent breach of any of the terms of this contract;
- having a bankruptcy order made against him/her or making any arrangement with his/her creditors or having an interim order made against him/her;
- being convicted of any criminal offence other than a minor driving offence under the Road Traffic Acts;
- persistently and wilfully neglecting or becoming incapable for any reason of efficiently performing the services, including a failure to remedy any fault in work produced within a reasonable period of time of being notified of that fault; or
- doing any action manifestly prejudicial to the interests of the Client or which may, in the opinion of the Client, bring it into disrepute;

and the Contractor shall have no claim against the Client in respect of the termination of his/her appointment for any of the reasons specified above.

9. Tax liabilities

In all cases the Client and the Contractor declare and confirm that it is the intention of the parties that the Contractor shall have the status of a self-employed person and shall be responsible for all income tax liabilities and national insurance or similar contributions in respect of his/her fees and expenses. Accordingly the Contractor hereby agrees to indemnify the Client in respect of any claims that may be made by the relevant authorities against the Client in respect of income tax and national insurance or similar contributions relating to the Contractor's services under this contract.

For contracts of over 6 months' duration

The Client reserves the right to seek assurance regarding the income tax and NICS obligations of the Contractor, and to terminate the contract if that assurance is not provided. The Client may seek the assurance at the start of the contract, if they know it will last for 6 months or longer, or alternatively assurance may be sought at the 6-month or some other point. In such cases the following additional specific provisions will apply:

- 9.1** Where the Contractor is liable to be taxed in the UK in respect of consideration received under this contract, s/he shall at all times comply with the Income Tax (Earnings and

Pensions) Act 2003 (ITEPA) and all other statutes and regulations relating to income tax in respect of that consideration.

- 9.2** Where the Contractor is liable to National Insurance Contributions (NICs) in respect of consideration received under this contract, it shall at all times comply with the Social Security Contributions and Benefits Act 1992 (SSCBA) and all other statutes and regulations relating to NICs in respect of that consideration.
- 9.3** The Client may, at any time during the term of this contract, request the Contractor to provide information which demonstrates how the contractor complies with Clauses 1 and 2 above or why those Clauses do not apply to him/her.
- 9.4** A request under Clause 3 above may specify the information which the Contractor must provide and the period within which that information must be provided.
- 9.5** The Client may terminate this contract if -
(a) in the case of a request mentioned in Clause 3 above -
 (i) The Contractor fails to provide information in response to the request within a reasonable time, or
 (ii) The Contractor provides information which is inadequate to demonstrate either how the Contractor complies with Clauses 1 and 2 above or why those Clauses do not apply to it;
(b) in the case of a request mentioned in Clause 4 above, the Contractor fails to provide the specified information within the specified period, or
(c) it receives information which demonstrates that, at any time when Clauses 1 and 2 apply to the Contractor s/he is not complying with those Clauses.
- 9.6** The Client may supply any information which it receives under Clause 3 to the Commissioners of Her Majesty's Revenue and Customs for the purpose of the collection and management of revenue for which they are responsible.

10. Data protection

The Contractor and the Client agree to comply with all applicable data protection legislation, including but not limited to the information in appendix 1 and any amendments thereto.

11. No employment

Nothing in this contract shall render or be deemed to render the Contractor an employee or agent of the Client and the Contractor hereby agrees that s/he is a self-employed independent contractor and not an employee or agent of the Client. This contract does not create any mutuality of obligation between the Contractor and the Client.

The Contractor does not qualify for any company benefits from the Client.

12. Force majeure

If either party to this contract is prevented or delayed in the performance of any of their respective obligations under this contract by 'force majeure', then such party shall be excused from performance for so long as such cause or delay shall continue.

For the purposes of this contract, 'force majeure' shall be deemed to be any cause affecting the performance of this contract arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of either party and shall include, but not be limited to:

- strikes, lockouts or other industrial action;

- civil commotion, riot, act of terrorism, war threat or preparation for war;
- fire, explosion, storm, flood, earthquake, subsidence, epidemic, bad weather or other natural physical disaster;
- impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport; and
- political interference with the normal operations.

13. Entire agreement

This contract contains the entire agreement and understanding of the parties relating to the subject matter of this contract and extinguishes all previous agreements between the parties relating to the subject matter hereof.

14. Waiver

The failure of any party to insist upon strict performance of any provision of this contract or the failure of any party to exercise any right or remedy to which s/he is entitled hereunder shall not constitute a waiver thereof and shall not cause a diminution of the obligations under this contract. No waiver of any of the provisions of this contract shall be effective unless it is expressly stated to be such and signed by all the parties to this contract.

15. Severability

If any provision of this contract is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions of this contract shall continue in full force and effect as if this agreement had been signed with the invalid, illegal or unenforceable provision eliminated.

16. Law and jurisdiction

This contract is governed by the laws of England and the parties submit to the jurisdiction of the courts of England.

Signed:



Date: 06/09/21

For and on behalf of the Client

Signed:



Director Volpulus

Date: 09/09/21