MODEL CONTRACT FOR SERVICES

INSTRUCTIONS FOR USE

1 This Model document is a tool to be adapted for the particular circumstances of the deal rather than standard terms to be applied without thought to every hiring of a contractor. It is important to read and understand the whole contract, but the areas where you need to insert information or tailor the contract to your own needs are highlighted in yellow.

2 Before it is used you should read carefully the provisions of the Finance Division’s Guidance on Employment Status (http://www.admin.cam.ac.uk/offices/finance/tax/) – it is vital that you ensure go through the clearance process outlined in the document to ensure that the contractor you are appointing is accepted as a supplier on CUFS.

3 It is important to have a clear understanding of and to record:-

• What the contractor is to do, and any specific deliverables
• What they are to be paid
• When they are to be paid
• What flexibility there is over the cost – if the cost is not fixed, it is important to obtain an estimate and to be clear that it is not to be exceeded without consent

This needs to be set out in Annexes 1 and 2 – guidance and suggestions are set out in the draft

4 Remember to delete this Instruction sheet!

5 Remember to delete the highlighting and to select what options you want to include before you send out a draft.

Legal Services Office
June 2011
http://www.admin.cam.ac.uk/offices/finance/tax/selfemployment/contract.doc

Model Contract for Services July 2011
THIS SERVICES AGREEMENT is made the ___ day of ___ 20__

BETWEEN:

(1) The Chancellor, Masters and Scholars of the University of Cambridge
whose address is The Old Schools, Trinity Lane, Cambridge CB2 1TN
(“the University”); and

(2) [name] (“the Contractor”) of [address].

Services
1. The University engages the Contractor to provide, and the Contractor
agrees to provide, the services set out in Annex 1 (“the Services”) on the
terms and conditions set out in this Agreement.

Standard of Work
2. In providing the Services to the University, the Contractor:
2.1 shall exercise reasonable skill, care and diligence and shall apply the
highest professional standards;
2.2 shall observe current published policies of the University relating to Health
and Safety, Bullying and Harassment, Discrimination, Use of Computer
Facilities, Data Protection and any other similar policies issued by the
University from time to time;
2.3. shall do nothing which is likely to bring the University into disrepute or
which is materially contrary to the interests of the University;
2.4 may apply his own method of work and shall comply with the reasonable
requests of the University Representative named in Annex 1 or that
person’s designate as to the effective performance of the Services;
2.5 shall correct any errors at the Contractor’s own expense;
2.6 unless otherwise agreed shall provide all equipment and materials; and
2.7 Option A — please select one option of A B or C
   [may assign a substitute member of the Contractor’s staff to progress the
delivery of the Services in accordance with the Contract Documents,
provided such person is appropriately qualified, experienced and briefed.]
   Option B
   [by agreement with the University Representative may assign a substitute
member of the Contractor’s staff to progress the delivery of the Services in}
accordance with the Contract Documents, provided such person is appropriately qualified, experienced and briefed.]

Option C

[may not in any circumstances assign a substitute member of the Contractor’s staff to provide the Services.]

Term

3. Subject to Clause 11, this Agreement shall be deemed to commence on [date] and shall continue until [date].

Other Work

4. The Contractor will not be restricted to providing services for the University, and nothing in this Agreement will prevent the Contractor from providing services to anyone else, provided that such provision of services does not interfere or conflict with the provision of the Services to the University pursuant to this Agreement.

Remuneration and Expenses

5.1 The Contractor shall be paid the fee set out in Annex 2 in accordance with the payment arrangements set out in Annex 2.

5.2 Subject to the arrangements set out in Annex 2, the Contractor shall be reimbursed all reasonable travelling, hotel and other out-of-pocket expenses wholly and exclusively incurred by the Contractor in the proper performance of the Services.

5.3 The Contractor shall be wholly responsible for all income tax and national insurance and other similar contributions or taxes (together “Taxes”) which may be payable out of, or as a result of the receipt of, any fees or other monies paid or payable by the University under this Agreement.

5.4 In the event that the University is required to pay any Taxes in relation to such fees or other monies:-

(a) the University shall be entitled to withhold an amount equal to such Taxes from any sums remaining to be paid pursuant to Annex 2 and

(b) to the extent that any such withholding falls short of the total Taxes to be paid, the Contractor shall indemnify the University against any such Taxes which become payable by the University.
Intellectual Property

6.1 Where the Contractor is providing professional or intellectually based services, the provisions of this clause shall apply: Any intellectual property rights (including without limitation copyright, patents, and design rights) conferred under the laws of England and Wales in materials created by the Contractor in the course of performing the Services, or exclusively for the purpose of the performing the Services, shall vest in the University upon creation.


6.3 Where, in connection with the provision of the Services, the Contractor uses any materials in which the copyright is owned by the Contractor, the Contractor shall grant to the University a perpetual, non-exclusive, royalty-free licence to use, maintain and support such materials.

6.4 The Contractor will use all reasonable endeavours to obtain all necessary licences and permits to use third party materials which he wishes to use or make available in the course of performing the Services and the Contractor shall use all reasonable endeavours to procure that any licences for third party materials are perpetual and contain terms that will allow the University on termination of this Agreement to continue to use, maintain and support such third party materials on a royalty-free basis.

6.5 The Contractor shall indemnify the University in respect of any loss or damage to the University arising from a failure by the Contractor to obtain any requisite licence or permit in respect of third party material used or made available by the Contractor in the course of performing the Services.

Insurance

7. The Contractor shall maintain in force for the duration of this agreement adequate public liability and in the case of professional or intellectually based services professional indemnity insurance relating to the provision of Services pursuant to this Agreement.

Confidentiality

8. Except in so far as such matters are properly in, or come into, the public domain, the Contractor agrees to keep secret and confidential all matters contained in this Agreement or relating to the research or affairs of the University, and not to disclose any such matters to any person unless otherwise expressly provided by this Agreement, or unless he is ordered to do so by a court of competent jurisdiction.

Relationship between the parties
9.1 Nothing in this Agreement shall be construed as constituting a partnership between the parties or as constituting either party as the agent or employee of the other for any purpose.

9.2 At no time shall the Contractor represent himself or hold himself out as an employee of the University.

9.3 The Contractor is not entitled to the benefit of any employment contract rights granted to employees of the University nor to participate in any of the University’s grievance or disciplinary procedures.

9.4 Save as expressly specified in writing, the Contractor shall not hold himself out as an agent of the University, and shall not have any authority to act on behalf of the University, to conclude any contracts or incur any obligation or liability on behalf of or binding upon the University, or to sign any document on the University’s behalf.

9.5 The Contractor shall ensure that any necessary leave for him to enter or remain in the United Kingdom to perform the Services is valid and subsisting and is not subject to any restriction precluding him from performing the Services or any of them.

Assignment of interest

10. The Contractor may not sub-contract, assign, transfer, mortgage or part with this Agreement or any of its rights, duties or obligations under this Agreement without prior written consent from the University.

Termination

11.1 Notwithstanding Clause 3, the University shall be entitled to terminate this Agreement with immediate effect and without any compensation or damages due to the Contractor, but without prejudice to any other rights or remedies the University may have, if the Contractor:

11.1.1 commits a serious breach of the terms of this Agreement which the Contractor fails to remedy within 14 days of receipt of written notice from the University specifying the breach and requesting specific remedy;

11.1.2 persistently neglects, fails or refuses for whatever reason to perform to the satisfaction of the University the Services which are to be provided under this Agreement;

11.1.3 becomes unfit to perform the Services under this Agreement or incapable of performing them adequately for a consecutive period of six weeks; or

11.1.4 has a receiving order made against him, or makes any arrangement with his creditors.

11.2 The University may terminate this Agreement by giving the Contractor at least 7 days’ prior written notice without establishing any breach of contract by the Contractor. [Option] The Contractor may also terminate the Contract by giving the University at least 28 days’ prior written notice without
establishing any breach of contract by the University. In either event, the University shall pay the Contractor the proportion of the fees which relate to work properly and necessarily carried out up until expiry of the notice but the University shall not be liable for any other loss or expense suffered by the Contractor.

11.3 In the event of the termination of this Agreement under Clause 11.1 or 11.2 the University shall only be liable to the Contractor in respect of fees and expenses in accordance with the terms of this Agreement up to the effective date of termination.

11.4 On the expiry or termination of this Agreement (however arising), the Contractor shall deliver up to the University all documents, formulae, papers, drawings, software, data, specifications, reports, notes, programs, portfolios, equipment, materials of any sort, identity cards and keys which were furnished by the University to the Contractor, or which were prepared by or on behalf of the Contractor for the University in the course of providing Services under this Agreement.

11.5 The obligations of the parties under Clauses 6, 7 and 8 shall survive the expiry or termination of this Agreement (for whatever reason).

Miscellaneous

12.1 This Agreement, together with its Appendices, constitutes the entire agreement between the parties and cancels and is in substitution for all previous letters and oral and written agreements relating to the subject-matter of this Agreement between the University or any of its officers and the Contractor.

12.2 If any provision of this Agreement shall be held void or unenforceable in whole or part by any court or other competent authority, the remaining provisions, and the remainder of the provisions affected, shall remain in full force and effect.

12.3 This Agreement is governed and to be construed in accordance with the laws of England and Wales and each party agrees to submit to the exclusive jurisdiction of the English courts as regards any claim or matter arising out of this Agreement.

12.4 This Agreement does not create any right enforceable by any person who is not a party to it under the Contracts (Rights of Third Parties) Act 1999, but this Clause does not affect any right or remedy of any third party which exists or is available apart from that Act.

12.5 The Contractor consents to the University holding and processing data relating to him or her for legal, personnel, administrative and management purposes and in particular the processing of any “sensitive personal data” as defined in the Data Protection Act 1998 in relation to him or her.

12.6 The Contractor shall not use the name, any adaptation of the name, any logo, trademark or other device of the “University of Cambridge”, or any part of it, in any advertising, promotional or sales materials without the prior written consent of the University.
AGREED by the Parties through their authorised signatories:

For and on behalf of the University  By the Contractor

........................................... .........................................................
Guidance Notes:

Define the tasks which the contractor is to do. Don’t rely simply on the contractor’s proposal or allow the work to begin before the specification is agreed and the contract signed. Make clear:

- if the contractor is simply to be paid on a day rate for advice (i.e. for time and materials) or if the contractor is being hired to achieve a particular task for an agreed fee (a fixed price contract or one where the contractor is working to estimates);
- if particular time-scales or project milestones are to be achieved
- what reports and records of work done and time spent are required;
- how any extension or variation of the work or working beyond cost estimates is to be agreed and recorded

University Representative

Insert name

Tasks and Timescales

[For the agreed fee/in accordance with the Contractor’s estimate dated]

Delivery arrangements

Unless otherwise agreed, the Services will be provided at……….by the following person(s):

The Contractor shall keep and provide on request [the following] reports and records of work done and time spent. [The Contractor shall complete each week a timesheet detailing hours worked each day and lunch breaks. This shall be submitted at the end of each week to the University Representative for approval and signature.]

[If the University wishes to vary the Services [or the cost estimates submitted by the Contractor] this will be agreed in writing with the Contractor. No variation shall be implemented without the University Representative’s written agreement. No cost estimate given by the contractor may be exceeded without the University Representative’s written agreement]
ANNEX 2

The total fee shall be [ ] (inclusive of VAT where applicable) paid as follows:

[Payment Schedule]

The Contractor shall render monthly invoices to the University in respect of such fees. The University shall be liable to pay each invoice at the end of the calendar month plus 30 days.

The University shall reimburse expenses provided that on request the Contractor shall provide the University with such vouchers or other evidence of actual payment of such expenses as the University may reasonably require.