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| CONSULTANCY AGREEMENT |  |

This agreement is made on [date].

Between:

* Young Lives vs Cancer whose registered offices are at 25 Elmwood Mews, Belfast, BT9 6BN], ‘hereinafter referred to as ‘the Client’; and
* [Name of consultant] whose address is at [address], hereinafter referred to as ‘the Consultant’

It is agreed as follows:

1. SUPPLY OF SERVICES

The Consultant will as and when requested by the Client supply the consultancy services specified in the schedule to this Agreement (‘the Services’) upon the terms and conditions set out below.

2. CONSULTANT’S OBLIGATIONS

2.1 The Consultant will undertake work related to the Moving Through, Moving Forward Project] for the Services Department’ funded by Department of Health NI through Community Foundation NI] and the deliverables that must be fulfilled are stated below:

2.1.1 By March 2022, will develop a detailed work plan that further scopes the project including monthly milestones and/or deliverables as agreed with the Client’s Social Work Team Leader of Services Department, Simon Darby.

2.1.2 By [February 2022], will agree a [reporting structure and finance plan] based on feedback from the Client’s [Social Work Team Leader] [and Senior Management Team].

2.1.3 By [date], will implement [a range of psychological assessment tools relating to MOVE Forward exercise programme.]

2.1.4 By [date], will oversee the delivery of [the project achievable and outcomes]

2.1.5 Work with the Client’s [Social Work Team Leader and Research Officer] to develop [milestones and an agreed approach to achieving the project aims and outcomes.]

2.1.6 By [December 2022], test [a digital resilience programme] to further refine and finalise

2.2 The Consultant will report his/her progress to the Client’s Social Work Team Lead and Service Manager.

2.3 The Consultant will provide the Services promptly with reasonable skill and care and to the best of his/her ability.

2.4 The Consultant will devote not less than [number] hours/days per week/day/month to provide the Services. The Consultant will work the hours required to complete the deliverables given in clauses 2.1.1 to 2.1.[number]. The Consultant will not be eligible for additional fees other than what has been given in clause 3.1.

2.5 If the Consultant is unable to provide the Services due to illness or injury s/he shall advise the Client’s [Social Work Team Leader of [Services Department], [Simon Darby], of that fact as soon as reasonably practicable. For the avoidance of doubt, no fee shall be payable in accordance with clause 3 in respect of any period during which the Services are not provided.

2.6 The Consultant may, with the prior written approval of the Client and subject to the following proviso, appoint a suitably qualified and skilled Substitute to perform the Services on his/her behalf, provided that the Substitute shall be required to enter into direct undertakings with the Client, including with regard to confidentiality. If the Client accepts the Substitute, the Consultant shall continue to invoice the Client in accordance with clause 4 and shall be responsible for the remuneration of the Substitute.

2.7 The Consultant shall make no other use of the Client or the Project Funder’s name except that which may be necessary to identify the fact that they are a consultant to the Client; in particular the Consultant shall not be empowered to make, or attempt to make, any final or binding commitments on behalf of the Client without the prior express written consent.

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

* 2.9 The Consultant shall comply with the Client's policies:
* Safeguarding
* DEIB
* Whistleblowing
* Lone working policy
* Data protection policies  
  Social Media guidelines
* Health and Safety policy
* Technology Data and Security policy
* Bullying and Harassment

[2.7 The Consultant will be based at his/her own premises and may be required to perform some of the consultancy work at the Client’s Belfast office.

3. FEES

3.1 The Client shall pay the Consultant a fee for work completed in accordance with the deliverables under clause 2. This fee is exclusive of VAT. The Consultant agrees to invoice the Client [ XXXX ] in arrears with payment being due within 30 days of invoice. The total fees for the duration of this Agreement will not exceed £50,000,

1. For the avoidance of any doubt, the Consultant will not be entitled to any other fees, income or benefits apart from the fees (and any expenses) payable in respect of the services which you may perform. Furthermore, the Consultant will be liable for the payment of any tax or social security contributions payable on any fees or expenses paid to you by the organisation.
2. The Consultant authorises the Client to deduct from the fee such sums on account of any losses suffered by the Client as a result of proven negligence by the Consultant or breach of duty in the performance of the services and/or in the performance of the duties for or on behalf of the organisation under this agreement.
3. The Client shall be entitled to deduct from the fees (and other sums) due to the Consultant any sums that the Consultant may owe to the Client at any time.

4. INSURANCE

1. The Consultant is responsible for all matters relating to their own personal safety and that of their possessions and consequently agrees to take out and maintain adequate insurance against any loss or damage which they or their property may suffer during the performance of the services.
2. The Consultant shall have personal liability for and shall indemnify the Client for any loss, liability, costs (including reasonable legal costs), damages or expenses arising from any breach by the Consultant or a Substitute engaged by the Consultant of the terms of this agreement including any negligent or reckless act, omission or default in the provision of the Services and shall accordingly maintain in force during the Engagement full and comprehensive Insurance Policies.
3. It is a condition of the contract that the Consultant also takes out and maintains in force professional indemnity insurance in terms satisfactory to the Client, and exhibits the policy to the Client if requested.

5. EXPENSES

1. Unless otherwise agreed with the Client’s Mr Simon Darby, Social Work Team Leader, the Consultant shall be responsible for all expenses incurred by him/her in relation to the provision of the Services. In the event of an agreement to reimburse an expense the Client agrees to pay for expenses upon receipt of an invoice from the Consultant.
2. Agreed car travel expenses will be paid in accordance with the HM Revenue & Customs approved mileage rates. The Consultant will seek verbal agreement from the Client’s Mr Simon Darby, Social Work Team Leader, Services Department] for any individual expense exceeding £50. The Consultant will invoice the Client for expenses incurred by the 26th of each month for both consultancy fee (taxable) and expenses.

6. CONFIDENTIAL INFORMATION

1. The Consultant acknowledges that they will have access to confidential information in the course of this Agreement. The Consultant will keep secret and not disclose or permit to be disclosed to any person or make use of or permit to be made use of any confidential information relating to the Client or any of its dealings including (without prejudice to generality) research proposals, research papers, digital techniques, programmes and measurement tools, research participant personal data including special category data, business plans, budgets, finances and proposed future activities and this obligation will remain in force notwithstanding termination of this Agreement for any reason whatsoever provided that the obligations contained in this clause will not apply to information which:

(a) comes into the public domain otherwise than due to a breach of the Consultant’s obligations; or

(b) the Consultant can prove was in his/her possession free of restriction at the time this Agreement was entered into; or

(c) comes into the possession of the Consultant from a third party without involving any breach of obligation to the Client.

1. At any stage during the Agreement, the Consultant will promptly on request return all and any confidential information in their possession to the Client.
2. Nothing in this clause shall prevent the Consultant or the Client (or any of its officers, employees, workers or agents) from:

(a) reporting a suspected criminal offence to the police or any law enforcement agency or co-operating with the police or any law enforcement agency regarding a criminal investigation or prosecution; or

(b) doing or saying anything that is required by HMRC or a regulator, ombudsman or supervisory authority; or

(c) whether required to or not, making a disclosure to, or co-operating with any investigation by, HMRC or a regulator, ombudsman or supervisory authority regarding any misconduct, wrongdoing or serious breach of regulatory requirements (including giving evidence at a hearing); or

(d) complying with an order from a court or tribunal to disclose or give evidence; or

(e) making any other disclosure as required by law.

7. INTELLECTUAL PROPERTY AND COPYRIGHT

7.1 The Consultant hereby assigns to the Client all existing and future Intellectual Property Rights in any works and inventions prepared by the Consultant in the provision of the Services and all materials embodying these rights to the fullest extent permitted by law. Insofar as they do not vest automatically by operation of law or under this agreement, the Consultant holds legal title in these rights and inventions on trust for the Client.

7.2 The copyright and all other intellectual property rights whatsoever in any work produced by the Consultant for the Client shall belong to the Client absolutely and the Consultant hereby waives any moral rights or any other rights whatsoever which it may have in such work and will, at the expense of the Client, take or join in taking such steps to vest such rights in the Client or enforce the same on behalf of the Client as the Client shall require.

7.2 The obligations contained in this clause shall remain in force notwithstanding termination of this Agreement for any reason whatever.

8. DATA PROTECTION

8.1 The Client will collect and process information relating to the Consultant in accordance with the privacy notice which is www.younglivesvscancer.org.

8.2 The Consultant and the Client acknowledge that for the purposes of data protection legislation applicable and in force in the UK (the Data Protection Legislation), the Client is the controller and the Consultant is the processor.

8.3 The Consultant and the Client will comply with the Data Protection Legislation.

8.4 Appendix 1 sets out the scope, nature and purpose of the processing by the Consultant, the duration of the processing and the types of personal data (as defined in the Data Protection Legislation (Personal Data)) and categories of data subject.

8.5 The Consultant shall, in relation to any Personal Data processed in connection with the Agreement:

(a) process that Personal Data only on written instructions of the Client;

(b) keep the Personal Data confidential;

* (c) comply with the Client's Policies on:
* Safeguarding
* DEIB
* Whistleblowing
* Lone working policy
* Data protection policies  
  Social Media guidelines
* Health and Safety policy
* Technology Data and Security policy
* Bullying and Harassment

(d) comply with the Client's reasonable instructions with respect to processing Personal Data;

(e) not transfer any Personal Data outside of the UK;

(f) assist the Client in responding to any data subject access request and to ensure compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, privacy impact assessments and consultations with supervisory authorities or regulators;

(g) notify the Client without undue delay on becoming aware of a Personal Data breach or communication which relates to the Client's or Consultant's compliance with the Data Protection Legislation;

(h) at the written request of the Client, delete or return Personal Data (and any copies of the same) to the Client on termination of the Agreement unless required by the Data Protection Legislation to store the Personal Data; and

(i) maintain complete and accurate records and information to demonstrate compliance with this clause.

8.6 The Consultant shall ensure that they have in place appropriate technical or organisational measures, reviewed and approved by the Client, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures. Such measures may include, where appropriate:

(a) pseudonymising and encrypting Personal Data;

(b) ensuring confidentiality, integrity, availability and resilience of its systems and services;

(c) ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident; and

(d) regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it.

8.7 The Consultant may only authorise a sub-processor to process Personal Data if:

(a) the Client provides written consent prior to the appointment of each sub-processor;

(b) the Consultant enters into a written contract with the sub-processor that contains terms substantially the same as those set out in this agreement, in particular in relation to requiring appropriate technical and organisational data security measures with regards to Article 32 of the UK GDPR and any relevant requirements under Article 28 of the UK GDPR, including but not limited to the sub-processor allowing for and contributing to audits by or on behalf of the Client and, where relevant, aiding the Client to respond to subject access requests, and, upon the Client's written request, provides the Client with copies of the relevant excerpts from such contracts;

(c) the Consultant maintains control over all of the Personal Data it entrusts to the sub-processor; and

(d) the sub-processor's contract terminates automatically on termination of this agreement for any reason.

The Consultant shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this Clause 8.7.

8.8 The Consultant shall have personal liability for and shall indemnify the Client for any loss, liability, costs (including legal costs), damages, or expenses resulting from any breach by the Consultant or a sub-processor engaged by the Consultant of the Data Protection Legislation, and shall maintain in force full and comprehensive Insurance Policies.

9 DURATION

9.1 This Agreement shall remain in force for a period of 24 Months from xx January 2022, and shall continue thereafter unless and until terminated by either party by notice in writing given to the other at any time.

9.2 Without prejudice to other remedies the Client may terminate this Agreement immediately upon service of written notice upon the Consultant to that effect if the Consultant shall:

(a) commit any material breach of any of the terms of this Agreement;

(b) fail or refuse after being served with written warning to provide the services in a manner and at a time reasonably required by the Client;

(c) be guilty of gross misconduct or conduct which might be prejudicial to the interest of the Client;

(d) is convicted of any criminal offence (other than an offence under any road traffic legislation in the United Kingdom or elsewhere for which a fine or non-custodial penalty is imposed).

8.3 On termination for any reason the Consultant shall:

(a) immediately deliver to the Client all client property and original confidential information in their possession or under their control;

(b) subject to the Client's data retention guidelines, irretrievably delete any information relating to the business of the Client stored on any magnetic or optical disk or memory (including but not limited to any Confidential Information) and all matter derived from such sources which is in their possession or under their control outside the premises of the Client. This obligation includes requiring any Substitute to delete such information where applicable. For the avoidance of doubt, the contact details of business contacts and research participants obtained during the Agreement are regarded as confidential information and, as such, must be deleted from personal social or professional networking accounts; and

(c) provide a signed statement that they have complied fully with their obligations under this clause, together with such evidence of compliance as the Client may reasonably request.

9. OTHER ACTIVITIES

9.1 Nothing in this agreement shall prevent the Consultant from being engaged, concerned or having any financial interest in any capacity in any other business, trade, profession or occupation during the Agreement provided that:

(a) such activity does not cause a breach of any of the Consultant's obligations under this agreement;

(b) the Consultant shall not engage in any such activity if it relates to a business which is similar to or in any way competitive with the business of the Client without the prior written consent of the Client (such consent not to be unreasonably withheld); and

(c) the Consultant shall give priority to the provision of the Services to the Client over any other business activities undertaken by the Consultant during the course of the Agreement.



10. RELATIONSHIP AND TAXATION

10.1 The Consultant is a self-employed person responsible for taxation and national insurance or similar liabilities or contributions in respect of this fee and the Consultant will indemnify the Client against all liability for the same and any costs, claims or expenses relating thereto including (without prejudice to generality) interest and penalties. The Client shall be entitled to off set amounts due under such indemnity at any time against sums otherwise payable to you under this agreement.

10.2 The relationship of the Consultant to the Client will be that of independent contractor and nothing in this agreement shall render them an employee, worker, agent or partner of the Client and the Consultant shall not hold themselves out as such.

10.3 Nothing in this Agreement shall be construed as constituting the relationship of organisation and employee and the Consultant hereby represents, warrants and undertakes to the Client that they are an independent contractor and not an employee of the Client.

11. NOTICE

Any notice to be served on the Consultant under this Agreement shall be deemed validly served if delivered to him/her at the above address, or such other address in the UK which he shall have notified to the Client in writing, delivered to its principal place of business for the time being, as his address for service under this Agreement.

12. DISPUTE RESOLUTION

In the event that, after entering into this Agreement, a dispute arises concerning the scope of the Services or the terms of this Agreement the parties agree to use their best endeavours to cooperate in negotiating a resolution to any such dispute.

13. 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 its subject matter.

14. THIRD PARTY RIGHTS

A person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

15. 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 the law of England and Wales.

16. JURISDICTION

Each party irrevocably agrees that the courts of England and Wales 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).

Signed: Date:

For and on behalf of the Client

Signed: Date:

The Consultant

**Appendix 1 Processing, personal data and data subjects**

**Part 1**

**PROCESSING BY THE CONSULTANT**

1. **SCOPE**

Conducting research into: resilience in young people with cancer, digital techniques to engage with young people, designing a digital resilience programme, exercise and young people with cancer, tools for assessing psychological impact of exercise on young people. Providing staff education about psychological impact of cancer on young people as well as reflective practice for staff.

1. **NATURE**

Conducting interviews with data subjects for the purpose of the research, preparing notes of interviews, conducting review of notes of interviews and analysing the information to produce reports and digital programmes and monitoring tools.

1. **PURPOSE OF THE PROCESSING**

For the purpose of conducting research, designing measurement tools and providing education.

1. **DURATION OF THE PROCESSING**

[Insert dates]

**Part 2**

**TYPES OF PERSONAL DATA**

Name, age, cancer diagnosis, treatment and impact of treatment.

**Part 3**

**CATEGORIES OF DATA SUBJECT**

Young people aged 18-30 years old.