

SHARE Multi Academy Trust - Supplier Consultancy Agreement

Hereby are the terms of our agreement concerning the provision of your consultancy services to Share Multi Academy Trust (**the Trust**). In this document, I refer to the Trust as 'us', 'our' and 'we'.

1 Term

You shall provide your services to us for a period of time that must be agreed in advance with a School Senior Leader or Department/Service Manager, unless and until this Agreement is terminated by either party giving to the other not less than Two weeks' prior written notice or as otherwise agreed in writing.

2 Duties

2.1 You shall use your best endeavours to promote our interests and those of any other company in our group and, unless prevented by ill health or accident, devote the agreed number of hours in each calendar month to carrying out the following services for us:

2.1.1 Consultancy Services

2.2 If you are unable to provide the Services due to illness or injury, you shall notify your School/Trust contact as soon as reasonably practicable.

2.3 You must comply with our relevant policies and procedures. This includes those relating to safeguarding in the Trust and the relevant statutory and regulatory provisions for safeguarding.

2.4 Subject to 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 us, including with regard to confidentiality and compliance with safeguarding procedures. 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 provide the Services. You will continue to be subject to all duties and obligations under this Agreement for the duration of the appointment of the substitute.

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

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



08452 415175



SHARE Multi-Academy Trust,
c/o Shelley College, Huddersfield Road,
Shelley, Huddersfield, HD8 8NL

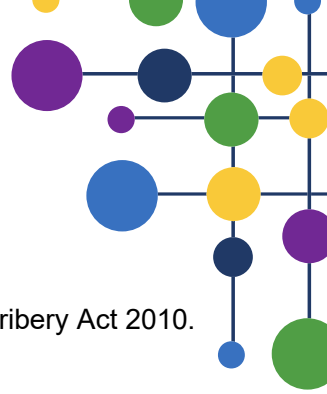


info@sharemat.co.uk



www.sharemat.org





- 2.7 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.
- 2.8 You must not engage in any activity, practice or conduct which would constitute either a UK tax evasion facilitation offence or a foreign tax evasion facilitation offence under the *Criminal Finances Act 2017*. You must comply with our anti-corruption and bribery policy. Failure to do so may result in the immediate termination of this Agreement.

3 Fees and Expenses

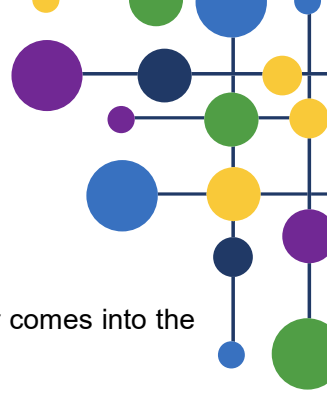
- 3.1 We will pay you an hourly/daily fee that is agreed (evidenced by quote/contract) inclusive of VAT (where applicable). You shall submit invoices to us on a monthly basis setting out the hours/days that you have worked for us during the preceding month and any VAT payable (if applicable). We will pay such invoices in accordance with our usual payment terms.
- 3.2 We shall reimburse those expenses agreed with us in advance as necessary for the proper performance of the Services within 4 weeks of receipt of your invoice and all relevant receipts, or other evidence as we may reasonably require, to support the expense in each case.
- 3.3 We are entitled to deduct from the fees (and any other sums) payable to you any sums that you may owe us or any School in the Trust at any time.

4 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 us or interfere with you carrying out the Services.

5 Confidential Information

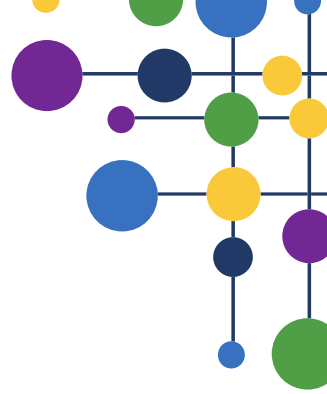
- 5.1 In this clause 5, **confidential information** shall mean information in whatever form (including in written, oral, visual or electronic form or on any magnetic or optical disk or memory) and wherever located relating to our business, clients, customers, suppliers, products, assets, affairs and finances that is confidential to us and trade secrets relating to our business or any of our suppliers, parents, pupils, Governors, Trustees or management, including technical data and know-how, that you create, develop, receive or obtain in connection with the engagement, whether or not such information is marked confidential.
- 5.2 You shall not and you shall procure that any substitute shall not (except in the proper course of providing the Services, as authorised or required by law, or as authorised by us), either during or at any time after your engagement, use any confidential information, make or use any copies of any confidential information or disclose any confidential information.



- 5.3 The restriction in clause 5.2 does not apply to any confidential information which is or comes into the public domain other than through your unauthorised disclosure.
- 5.4 Nothing in this clause 5 shall prevent you from:
- 5.4.1 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;
 - 5.4.2 doing or saying anything that is required by HMRC or a regulator, ombudsman or supervisory authority;
 - 5.4.3 whether required by law 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);
 - 5.4.4 complying with an order from a court or tribunal to disclose or give evidence;
 - 5.4.5 disclosing information to HMRC for the purposes of establishing and paying (or recouping) tax liabilities arising from your engagement;
 - 5.4.6 disclosing information to any person who owes you a duty of confidentiality (which you agree not to waive) in respect of information disclosed to them, including legal or tax advisers and persons providing you with medical, therapeutic, counselling or support services; or
 - 5.4.7 making any other disclosure as required by law.

6 Data Protection

- 6.1 We will collect and process information relating to you in accordance with the privacy notice which is available on request.
- 6.2 For the purposes of this clause, Data Protection Legislation includes all applicable data protection and privacy legislation in force from time to time in the UK including the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) (UK GDPR), the Data Protection Act 2018 (and regulations made thereunder) or any successor legislation, and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications).
- 6.3 You and we acknowledge that for the purposes of the Data Protection Legislation, we are the controller and you are the processor.
- 6.4 You shall, in relation to any Personal Data processed:



- 6.4.1 process that Personal Data only on our written instructions;
 - 6.4.2 keep the Personal Data confidential;
 - 6.4.3 comply with our reasonable instructions with respect to processing Personal Data and with our data protection policy and any other relevant policy.
 - 6.4.4 not transfer any Personal Data outside of the UK;
 - 6.4.5 assist us in responding to any data subject access request and to ensure compliance with our obligations under the Data Protection Legislation with respect to security, breach notifications, privacy impact assessments and consultations with supervisory authorities or regulators;
 - 6.4.6 notify us without undue delay on becoming aware of a Personal Data breach or communication which relates to your or our compliance with the Data Protection Legislation;
 - 6.4.7 at our written request, delete or return Personal Data (and any copies of the same) to us on termination of this Agreement unless required by the Data Protection Legislation to store the Personal Data; and
 - 6.4.8 maintain complete and accurate records and information to demonstrate compliance with this clause 6 and allow for audits by us or our designated auditor.
- 6.5 You shall ensure that you have in place appropriate technical or organisational measures, reviewed and approved by us, 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:
- 6.5.1 pseudonymising and encrypting Personal Data;
 - 6.5.2 ensuring confidentiality, integrity, availability and resilience of its systems and services;
 - 6.5.3 ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident; and
 - 6.5.4 regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it.
- 6.6 We do not agree to you appointing any third-party processor of Personal Data under this Agreement.
- 6.7 You shall have personal liability for and shall indemnify us and any School in the Trust for any loss, liability, costs (including legal costs), damages, or expenses resulting from any breach by you of the

Data Protection Legislation, and shall maintain in force full and comprehensive insurance policies to cover such liability.

7 Intellectual Property

- 7.1 You hereby assign to us all existing and future intellectual property rights (including, without limitation, patents, copyright and related rights) and inventions arising from the Services provided to us. You agree promptly to execute all documents and do all acts as may, in our opinion, be necessary to give effect to this clause 7.
- 7.2 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.
- 7.3 You irrevocably appoint us to be your attorney in your name and on your behalf to execute documents, use your name and do all things which are necessary or desirable for us to obtain for ourselves or our nominee the full benefit of this clause.

8 Insurance and Liability

- 8.1 You shall have personal liability for and shall indemnify us and any School in the Trust 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 period of this Agreement adequate insurance cover with reputable insurers acceptable to us.
- 8.2 You shall on request supply to us copies of the insurance policies and evidence and the relevant premiums have been paid.
- 8.3 You shall comply with all the terms and conditions of the insurance policies at all times. If cover under the insurance policies shall lapse or not be renewed or be changed in any material way or if you are aware of any reason why the cover under the insurance policies may lapse or not be renewed or be changed in any material way, you shall notify us without delay.

9 Termination

- 9.1 We 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:
 - 9.1.1 you are in material breach of any of your obligations under this Agreement; or
 - 9.1.2 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 us in exercising our rights to terminate shall not constitute a waiver of those rights.

10 Trust Property

- 10.1 All documents, manuals, hardware and software that we provide for your use, and any data or documents (including copies) produced, maintained or stored on our computer systems or other electronic equipment (including mobile phones), including confidential information as defined in clause 5 and copies of confidential information, remain our property.
- 10.2 On termination of your engagement, or at our request at any time during your engagement, you shall, and shall procure that any substitute shall, hand over all property belonging to us (including confidential information as defined in clause 5 and copies of confidential information) to the School/Trust contact and irretrievably delete any information belonging to us (including confidential information as defined in clause 5 and copies of confidential information) which is stored on any magnetic or optical disk or memory, including personal computer networks, personal e-mail accounts or personal accounts on websites, in your possession or control.

11 Status

- 11.1 You will be an independent contractor and nothing in this Agreement shall render you our employee, worker, agent or partner and you shall not hold yourself out as such.
- 11.2 You shall be fully responsible for and indemnify us or any School in the Trust against any liability, assessment or claim for:
- 11.2.1 taxation howsoever arising from or made in connection with the performance of the Services, where such recovery is not prohibited by law; and
- 11.2.2 any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by you or any substitute against us 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 by us.

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

12 Variation

This Agreement may only be varied by a document signed by both you and us.

13 Third Party Rights

The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement and no person other than you and us shall have any rights under it. The terms of this Agreement or any of them may be varied, amended

or modified or this Agreement may be suspended, cancelled or terminated by agreement in writing between the parties or this Agreement may be rescinded (in each case) without the consent of any third party.

14 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.

15 Jurisdiction

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).

Alyson Kimber

Chief Finance and Operations Officer
For and Behalf of SHARE Multi Academy Trust

