



Oasis Community Learning – Consultancy Template (Companies)

1. Interpretation

1.1 In these terms and conditions

Agreement means the contract between (i) Oasis Community Learning (OCL) and (ii) the Supplier constituted by the Supplier's countersignature of the Purchase Order and includes the Purchase Order and completed Annexes and schedules;

Confidential Information means information in whatever form (including, without limitation, in written, oral, visual or electronic form or on any magnetic or optical disk or memory and wherever located) relating to the business, products, affairs and/or finances of Oasis for the time being confidential to Oasis and trade secrets including, without limitation, technical data and know-how relating to the business of Oasis or any of its suppliers, pupils, parents of pupils, agents, distributors, directors, trustees or management, including (but not limited to) information that the Consultant [(and/or any Substitute)] creates, develops, receives or obtains in connection with this engagement, whether or not such information (if in anything other than oral form) is marked confidential.

Data Protection Legislation means (i) the General Data Protection Regulation (EU 2016/679 (GDPR)); (ii) the Data Protection Act 2018 and any other national implementing laws, regulations and secondary legislation, as amended or updated from time to time in the UK; and (iii) any successor legislation to the GDPR or the Data Protection Act 2018.

Deemed Employment means an engagement to which Chapter 10 of Part 2 of the Income Tax (Earnings and Pensions) Act 2003 applies.

EIRs means the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations.

Expiry Date means the date for expiry of the Agreement as set out in the Purchase Order.

Fee means [£[Insert]]OR[the amount specified in the Purchase Order].

FOIA means the Freedom of Information Act 2000.

Insurance Policies means full and comprehensive professional indemnity/third party liability insurance policies required in respect of the provision of the Services.

Intellectual Property Rights means patents, utility models, rights to Inventions, copyright and related rights, moral rights, trade marks, business names and domain names, rights in get-up, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, rights in Confidential Information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world.



Invention means any invention, idea, discovery, development, improvement or innovation made by the Consultant and/or the Personnel [(and/or any Substitute)] in connection with the provision of the Services, whether or not patentable or capable of registration, and whether or not recorded in any medium.

Oasis means Oasis Community Learning, a company registered in England and Wales with company number 05398529.

Oasis' Mandatory Policies: Safeguarding Policy, Data Protection Policy; Health & Safety Policy and IT Security Policy. Oasis' Privacy statement can be found at: <https://www.oasiscommunitylearning.org/privacy-policy>

Personnel means the Consultant's Personnel identified in Schedule 2 and where relevant those individuals substituted for the individuals named in Schedule 2 in accordance with Clause 2.3.

Purchase Order means the letter from Oasis to the Consultant printed above these terms and conditions.

Services means the services set out in Schedule 1 **OR** the Purchase Order.

[**Substitute** means a suitably qualified person to perform the Services in the Consultant's place in accordance with Clause 2.3.]

Term means the period from the start date of the Agreement set out in the Purchase Order to the Expiry Date as such period may be extended in accordance with clause [Insert] or terminated in accordance with the terms and conditions of the Agreement.

Working Days means a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Works means all records, reports, documents, papers, drawings, designs, transparencies, photos, graphics, logos, typographical arrangements, software, programs, Inventions, ideas, discoveries, developments, improvements or innovations and all other materials in whatever form, including but not limited to hard copy and electronic form, created by the Consultant and/or the Personnel [(and/or any Substitute)] in, or in connection with, the provision of the Services.

2. Obligations of the Consultant

2.1 During the Term, [and subject to appropriate regulatory checks (including an enhanced check from the Disclosure and Barring Scheme (**DBS**)] the Consultant shall procure that the Personnel carry out the Services within the agreed timescale(s), and shall ensure completion by the date agreed (as specified in the Schedule 1).

2.2 The Consultant will (and procure that the Personnel will):

2.2.1 faithfully and diligently perform their duties and provide the Services with reasonable skill, care and attention to the best of their ability;

2.2.2 keep Oasis informed of the progress of the work they are doing on all projects in connection with which they are providing the Services;

- 2.2.3 comply with all reasonable and lawful requests of Oasis and to work and co-operate with its personnel;
 - 2.2.4 provide such facilities and equipment as may be necessary to enable them to carry out the Services;
 - 2.2.5 provide the Services in accordance with Oasis's Mandatory Policies;
 - 2.2.6 provide the Services in accordance with (a) all applicable laws, statutes and regulations from time to time in force, including (but not limited to) the Data Protection Act 2018, the Bribery Act 2010 and the Modern Slavery Act 2015, and any amendments, re-enactments or revisions of such laws, statutes and regulations.
- 2.3 [In the event that the Personnel is/are unable or unwilling to perform the Services personally the Consultant may arrange at its own expense for a Substitute to perform the Services on its behalf, subject to Oasis's prior express agreement to such arrangement and the Consultant warranting that the Substitute is suitable to perform the Services. If so required, the Consultant will provide evidence on reasonable request by Oasis to demonstrate to Oasis's reasonable satisfaction the Substitute's suitability to perform the Services, [including a satisfactory enhanced DBS check and any further regulatory checks requested by Oasis]. If a Substitute is accepted by Oasis, the Consultant will invoice Oasis for the Services as normal in accordance with Clause 3 and will be responsible for the remuneration of the Substitute. In addition, the Substitute may be required to enter into direct undertakings with Oasis, including with regard to confidentiality, and the Consultant shall take steps to procure the Substitute's compliance with such requirements.]
- 2.4 Unless they have been specifically authorised to do so by Oasis in writing, the Consultant and/or the Personnel [(and/or any Substitute)] will not:
- 2.4.1 have any authority to incur any expenditure in the name of or for the account of Oasis; or
 - 2.4.2 hold themselves out as having authority to bind Oasis.
- 2.5 The Consultant will (and will procure that the Personnel [and any Substitute] will) comply with all reasonable standards of health and safety. For any work carried out on Oasis's premises, the Consultant will familiarise themselves, and comply, with Oasis's Health and Safety and Security Procedures and Instructions.
- 2.6 For the avoidance of doubt, Oasis is under no obligation to offer work to the Consultant and/or the Personnel under this Agreement and the Consultant and/or the Personnel are under no obligation to accept work if it is offered to them.
- 2.7 Consultant shall, and shall procure that the Personnel shall, promptly give to Oasis all such information and documentation as it may reasonably require from time to time in order for Oasis to determine whether this engagement is or will be Deemed Employment and, if Oasis does so determine, in order to comply with any obligation on Oasis to deduct tax or national insurance contributions from the fees due under clause 3. The Consultant shall, and shall procure that the Personnel shall, promptly inform Oasis of any material change to any information or documentation previously provided in compliance with this clause and shall also promptly provide any other information or documentation that it considers (or ought reasonably consider) to be materially relevant to determining whether this engagement is Deemed Employment.

3. The Consultant's Fees

- 3.1 In consideration of the provision of the Services Oasis will pay to the Consultant the Fee (plus VAT where applicable)[, such Fee being payable monthly in arrears following the presentation by the Consultant and approval by Oasis of [time sheets and] an invoice pursuant to Clause 3.2].
- 3.2 All payments to the Consultant shall be made against the Consultant's invoices (VAT invoices if appropriate) which shall include a breakdown of the Consultant's time spent in the provision of the Services and be presented monthly. Oasis shall pay the Fee within 30 days of receipt of the invoice, subject to Oasis communicating that the invoice is not approved.
- 3.3 Payment by Oasis under this Clause 3 will be without prejudice to any claims or rights which Oasis may have against the Consultant and will not constitute any admission by Oasis as to the performance by the Consultant of their obligations. Prior to making any such payment, Oasis will be entitled to make deductions or deferrals in respect of any disputes or claims whatsoever with or against the Consultant.
- 3.4 Payment by Oasis under this Clause 3 for the Services is conditional upon the Services being provided.
- 3.5 Oasis shall be entitled to deduct from the Fee (and any other sums) due to the Consultant any sums that the Consultant may owe to Oasis at any time.

4. Intellectual Property

- 4.1 The Consultant warrants to Oasis that it has obtained from the Personnel a written and valid assignment of all existing and future Intellectual Property Rights in the Works and of all materials embodying such rights and a written irrevocable waiver of all the Personnel's moral rights in the Works to the fullest extent permissible by law and that the Personnel has agreed to hold on trust for the Consultant any such rights in which the legal title has not passed (and will not pass) to the Consultant. The Consultant agrees to provide to the Client a copy of this assignment on request.
- 4.2 The Consultant hereby assigns to Oasis all existing and future Intellectual Property Rights in the Works and the Inventions and all materials embodying such rights to the fullest extent permitted by law. Insofar as they do not so vest automatically by operation of law or under this Agreement, the Consultant holds legal title in such rights and Inventions on trust for Oasis.
- 4.3 The Consultant waives all moral rights in the Works to which they are now or at any future time entitled under the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction, including (but without limitation) the right to be identified, the right of integrity and the right against false attribution, and agrees not to institute, support, maintain or permit any action or claim to the effect that any treatment, exploitation or use of such Works or other materials, infringes the Consultant's moral rights.
- 4.4 The Consultant undertakes, either during or after this Agreement, to execute all documents, make all applications, give all assistance and do all acts and things as may, in the opinion of Oasis, be necessary or desirable to vest the Intellectual Property Rights in, and to register them in, the name of Oasis and to defend Oasis against claims that works embodying Intellectual Property Rights or Inventions infringe third party rights, and otherwise to protect and maintain the Intellectual

Property Rights in the Works and the Inventions. The Consultant confirms that the Personnel [has] **OR** [have] given written undertakings in the same terms to the Consultant and will provide these to the Client on request.

5. Confidential Information

5.1 The Consultant acknowledges that in the course of this Agreement it and the Personnel will have access to Confidential Information. The Consultant has therefore agreed to accept the restrictions in this Clause 5.

5.2 The Consultant agrees to keep and to ensure that the Personnel [and any Substitute] shall keep the Confidential Information, and all other matters arising or coming to their attention in connection with this engagement and the provision of the Services secret and confidential and not at any time (either during this Agreement or at any time after its termination) for any reason whatsoever whether directly or indirectly to use or disclose such information or permit it to be disclosed either directly or indirectly to or by any third party except as permitted hereunder to enable the Consultant to carry out their duties and obligations.

5.3 The Consultant shall procure that any Substitute having access to any Confidential Information shall be subject to the same obligations as the Consultant and if requested by Oasis shall enter into a suitable confidentiality agreement in a form approved by Oasis or, insofar as this is not reasonably practicable, the Consultant shall take all reasonable steps to ensure that such persons are made aware of and perform such obligations.

5.4 The obligations of confidence referred to in this Clause 5 shall not apply to:

5.4.1 any use or disclosure of information authorised by Oasis or required by law;

5.4.2 any information which is already in, or comes into, the public domain otherwise than through the Consultant's unauthorised disclosure;

5.4.3 the Consultant reporting misconduct or a serious breach of regulatory requirements to the relevant authorities, including any regulator or other body responsible for supervising or regulating Oasis or its employees;

5.4.4 reporting an offence to a law enforcement agency; or

5.4.5 co-operating with a criminal investigation or prosecution

5.5 The obligations of the Consultant under this Clause 5 shall survive the expiry or the termination of this Agreement for whatever reason.

6. Insurance and Liability

6.1 The Consultant will be personally responsible for any loss, liability or costs (including reasonable legal costs) incurred by Oasis (including any damages or expenses arising from any negligent or reckless act, omission or default in the provision of the Services by the Consultant) in connection with the provision of the Services and will accordingly maintain in force during the term of this Agreement full and comprehensive Insurance Policies in respect of the provision of the Services and any other insurance required for the performance of the Services.



6.2 The Consultant will comply with all terms and conditions of the Insurance Policies at all times. If cover under the Insurance Policies will lapse or not be renewed or be changed in any material way or if the Consultant is aware of any reason why the cover under the Insurance Policies may lapse or not be renewed or be changed in any material way, the Consultant will notify Oasis without delay.

7. Status

7.1 The parties agree that the Consultant is self-employed, in business on their own account, not an employee of Oasis, and that nothing in this Agreement is intended by the parties to render the Consultant (and/or any Personnel) [(and/or any Substitute or any of the Consultant's employees, agents or subcontractors)] an employee or worker of Oasis and the Consultant will not hold themselves out and will procure that [neither any Substitute nor] the Personnel nor the Consultant's employees, agents and subcontractors will not hold themselves out as such.

7.2 The Consultant agrees that they are not (nor is any Personnel [and/or the Substitute]) entitled to benefit from or participate in any policies, schemes or other arrangements which exist for the benefit of employees of Oasis.

8. Data Protection, Privacy and Computer Systems

8.1 Oasis will process personal data about individuals (including prospective and current contractors) in accordance with the Data Protection Legislation. Oasis will process such personal data, including such personal data about the Personnel (whether before, during or after this engagement):

8.1.1 as set out in Oasis's Privacy Notice

8.1.2 to perform its obligations under this Agreement (including payment of the Fee) and to perform its obligations under any other contract between Oasis and the Consultant and/or the Personnel; and

8.1.3 in order to comply with any court order, request from or referral to an appropriate authority, or legal, regulatory or good practice requirement, for example as required by HM Revenue and Customs.

8.2 The Consultant shall comply with Oasis's Data Protection and IT Security Policies and relevant obligations under the Data Protection Legislation and associated codes of practice when processing personal data relating to any employee, worker, customer, client, supplier or agent of Oasis. The data protection policy will be made available to the consultant and/or the Personnel.

Additionally, the Consultant must undergo two mandatory on-line trainings, data protection and IT security, provided by Oasis.

9. Freedom of Information

9.1 The Consultant acknowledges that Oasis is subject to the requirements of the FOIA and the EIRs. Consultant shall (and will procure that the Personnel shall):

9.1.1 provide all necessary assistance and cooperation as reasonably requested by Oasis to enable Oasis to comply with its obligations under the FOIA and EIRs;

- 9.1.2 transfer all requests for information or apparent requests for information under the FOIA or the EIRs (**Requests for Information**) received which relate to the Agreement to Oasis as soon as practicable and in any event within 2 Working Days of receipt;
 - 9.1.3 provide Oasis with a copy of all Information (as defined in the FOIA) belonging to Oasis requested in the Request For Information which is in the Consultant's possession or control in the form that Oasis requires within 5 Working Days (or such other period as Oasis may reasonably specify) of Oasis' request for such Information; and
 - 9.1.4 not respond directly to a Request For Information unless authorised by Oasis to do so in writing.
- 9.2 The Consultant acknowledges that Oasis may be required under the FOIA and EIRs to disclose Information without consulting or obtaining consent from the Consultant and/or the Personnel. Oasis shall take reasonable steps to notify the Consultant of a Request For Information (in accordance with the Cabinet Office's Freedom of Information Code of Practice issued under section 45 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in the Agreement), Oasis shall be responsible for determining in its absolute discretion whether any information is exempt from disclosure in accordance with the FOIA and/or the EIRs.

10. Tax and Indemnities

- 10.1 The Consultant will account to the appropriate authorities for any income tax, VAT, National Insurance Contributions and all other taxes, liabilities, charges and duties in connection with the Fees paid to the Consultant under this Agreement. The Consultant hereby indemnifies Oasis and agrees to keep Oasis indemnified on a continuing basis against all liabilities to taxation (including fines, penalties, interest and any reasonable costs and expenses) or otherwise that Oasis may incur in connection with the fees paid to them under this Agreement. For the avoidance of doubt, this indemnity will survive the termination of this Agreement.
- 10.2 The Consultant also agrees to indemnify Oasis for and in respect of any employment-related claim or any claim based on employee or worker status (including reasonable costs and expenses) brought against Oasis arising out of or in connection with the provision of the Services under this Agreement.
- 10.3 The indemnity in clause 11.2 does not apply to any income tax or National Insurance contributions deducted by Oasis if (a) the engagement is Deemed Employment and (b) Oasis makes the deductions from the fees due under clause 3 prior to payment to the Consultant.

11. Termination

- 11.1 Notwithstanding the intended fixed-term of this Agreement, Oasis may terminate this Agreement at any time by giving 1 months' notice in writing to the Consultant.
- 11.2 The rights of Oasis under this clause are without prejudice to any other rights that it might have at law to terminate this Agreement or to accept any breach of this Agreement on the part of the Consultant as having brought the Agreement to an end. Any delay by Oasis in exercising its right to termination will not constitute a waiver thereof.



12. Documents and Other Property

- 12.1 On request and in any case at the termination of this Agreement the Consultant will (and will procure that the Personnel will) deliver to Oasis all documents, computer hardware and software and all other property in their direct or indirect possession belonging to or relating to the business of Oasis and/or relating to the provision of the Services and they will not make or retain copies of any such documents, materials or computer software. The ownership of all such documents and other property will at all times remain vested in Oasis.
- 12.2 The Consultant agrees that on termination of this Agreement they will (and will procure that the Personnel shall) irretrievably delete any information relating to the provision of the Services and/or the business of Oasis stored in any magnetic or electronic platform and all matter derived from such sources which is in their possession or under their control outside the premises of Oasis.
- 12.3 For the avoidance of doubt, the contact details of business contacts made during this Agreement are regarded as Confidential Information, and as such, must be deleted from personal social or professional networking accounts on request by Oasis and in any event on the termination of this Agreement.
- 12.4 On request from Oasis, the Consultant will (and will procure that the Personnel shall) provide a signed statement that they has complied fully with their obligations under this Clause 12 together with such evidence of compliance as Oasis may reasonably request.

13. Assignment

This Agreement is personal to the Consultant and [subject to Clause 2.3] they are not entitled to assign or sub-contract their obligations under this Agreement to any third party without the prior written consent of Oasis's Head of Procurement.

14. Entire Agreement

Each party on behalf of itself acknowledges and agrees with the other party that this Agreement (together with any documents referred to in it) constitute(s) the entire agreement and understanding between the Consultant and Oasis and supersedes any previous agreement between them relating to this engagement (which will be deemed to have been terminated by mutual consent).

15. Variation

No variation of this Agreement (or of any of the documents referred to in it) will be valid unless it is in writing and signed by or on behalf of each of the parties.

16. Third Party Rights

Unless it expressly states otherwise, this Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement.



17. Governing Law and Jurisdiction

This Agreement will be governed by and construed in accordance with English law and each of the parties agrees to submit to the exclusive jurisdiction of the English courts as regards any claim or matter arising under this Agreement.



Schedule 1
The Services

[Insert detailed description of the Services to be performed]



Schedule 2

Personnel

[Insert Names and addresses of Consultant's personnel]