

Harper Adams University

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Contract for Services Terms and Conditions: Guest Lecturer

1. This Agreement is between Harper Adams University (us, we) and you, the Supplier as outlined in the Letter of Engagement confirming the contract for services.
2. This agreement will commence on the date specified on the Letter of Engagement.
3. You, as the Supplier are a self-employed person responsible for taxation and National Insurance or similar liabilities or contributions in respect of the fees and you will indemnify the University against all liability for the same and any costs, claims or expenses including interest and penalties.
4. Nothing in this contract shall render or be deemed to render you as an employee or agent of the University and you hereby agree that you are an independent contractor and not an employee or agent of the University. This contract does not create any mutuality of obligation between you and the University. You do not qualify for any company benefits from the University.
5. You may arrange for a substitute to complete the contracted services, but must consult with the University regarding the suitability of the proposed substitute.
6. The fee is stated on your Letter of Engagement. Where necessary, VAT will be added at the appropriate rate.
 - a. You will invoice Harper Adams University.
 - b. Payment will only be made for work completed to the standard required by the University.
 - c. Payment will only be made to your account as named on the Letter of Engagement and invoices must state a purchase order number.
7. Payment will be made within 30 days, unless specifically agreed otherwise.
8. You agree to record the lecture or for the lecture to be recorded by us, (the "Recording"). The University acknowledges that you will retain your own performer rights in the Recording.
9. You agree to license exclusively to the University all performance rights in the Recording and to use your performance (and other intellectual property) within the Recording for the purpose of the delivery of your lecture in respect of the classes outlined in the Letter of Engagement to the students and staff associated with the classes for the academic year during which the lecture is delivered. The University will otherwise retain the Recording for one year after which we will delete the recording unless an agreement is reached to extend the licence referred herein for a further period of time.
10. Neither party may use the Recording for any other purpose without further agreement.
11. You confirm that where material is included in the Recording that (i) you hold the copyright or (ii) if it contains the intellectual property, including copyright, of another party, you have permission to include the materials.

12. You hereby agree that during the course of this appointment under this contract you may obtain knowledge of trade secrets and other confidential information with regard to the business and financial affairs of the University and those of the University's clients, customers and suppliers, details of which are not in the public domain ("Confidential Information") and accordingly you hereby undertake to and covenant with the University that you:
 - a. shall not at any time after the Termination Date use or procure the use of the name of the University in connection with your own business or any other name in any way calculated to suggest that you continue to be connected with the business of the University or in any way hold yourself out as having such connection;
 - b. shall not use the Confidential Information other than during the continuance of this contract and in connection with the provision of the Services; and
 - c. shall not at any time (save as required by law) disclose or divulge to any person other than to officers or employees of the University whose province it is to know the same any Confidential Information and shall use best endeavours to prevent the publication or disclosure of any Confidential Information by any other person.
 - d. The restrictions set out above shall cease to apply to information or knowledge that comes into the public domain otherwise than by reason of your default.
 - e. You shall indemnify the University in respect of any claims, damages, losses or costs incurred as a consequence of any unauthorised disclosure by you of any Confidential Information.
13. You are expected to be properly insured for public liability and, where appropriate, employer liability contingencies.
14. Where necessary, it is your responsibility to ensure that you have the appropriate visa to enter the UK to work for payment. When applying for a visa, you should explain the reasons for your visit to the UK. The University reserves the right to ask for evidence of your right to work in the UK.
15. Should there be any concern on the part of either you or the University in relation to the delivery of the Services under this Agreement; appropriate representatives from both parties shall promptly meet informally in the first instance, to attempt to resolve such concerns. If the dispute is not resolved at that meeting, the parties will attempt to settle it by mediation.
16. Either party shall have the right at any time to terminate this contract by giving not less than four weeks' notice in writing to the other party.
 - a. In addition, we shall have the right to terminate this contract at any time by summary notice without any payment in lieu in the event that you are in material or persistent breach of any of the terms of this contract;
 - b. persistently and wilfully neglect or becomes 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;
 - c. do any action manifestly prejudicial to the interests of the University or which may, in our opinion, bring it into disrepute; and
 - d. you shall have no claim against the University in respect of the termination of this appointment for any of the reasons specified above.
17. You warrant to the University that:
 - a. by entering into this contract, you will not be in breach of any obligations to or agreements with any third party;
 - b. You and the University agree to comply with all applicable data protection legislation, including but not limited to the General Data Protection Regulation, the Data Protection Act 2018 and any amendments thereto.

18. You will comply with the University's policy on Prevention of Bribery and Corruption.
19. 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:
 - a. civil commotion, riot, act of terrorism, war threat or preparation for war;
 - b. fire, explosion, storm, flood, earthquake, subsidence, epidemic, bad weather or other natural physical disaster.
 - c. impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport; and
 - d. political interference with the normal operations.
20. 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.
21. The termination of this contract howsoever occurring shall not affect the rights and liabilities of the parties already accrued at such time nor affect the continuance in force of such of its provisions as are expressed as or capable of having effect after such termination.
22. 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 they are entitled hereunder shall not constitute a waiver thereof and shall not cause a diminution of the obligations under this contract.
23. No waiver of any of the provisions of this contract shall be effective unless it is expressly stated to be such and signed by both parties to this contract.
24. 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.
25. Any notice to be given pursuant to the terms of this contract shall be in writing and shall be delivered by hand or sent by post to the address of the University as set out in this contract.
26. This contract is governed by the laws of England and Wales and the parties submit to the jurisdiction of the courts of England and Wales. Any other conditions, including variations to the terms set out above, shall be included in the Letter of Engagement.

