**The Queen’s University of Belfast**

**Queen’s Register of Support Providers**

**Contract** **for** **Services:** **Non‐Medical** **Helper** **Support** **Providers** **2017/18**

**Agreement** between The Queen’s University of Belfast, of University Road, Belfast, BT7 1NN (hereinafter known as Queen’s)

and

of

*(please print or type your name) (please print or type your address)*

(hereinafter known as the Support Provider)

**1. Appointment**

Queen’s engages the Support Provider to provide one‐to‐one non‐medical helper (NMH) support as specified in Clause 3 below in accordance with the terms and conditions of this Agreement.

**2. Duration**

This Agreement will commence when all relevant documentation and references are received and you are eligible for addition to the Queen’s Register of Support Providers database.

This Agreement shall continue for the period of **one year** initially. The Agreement will be renewed on an annual basis unless you provide notice indicating that you would like to be made temporarily inactive or permanently withdrawn from the Register or if the agreement is terminated by Queen’s as detailed in Clause

6.

It should be noted that this Agreement does not constitute a contract of employment, nor does it confer any employment rights upon you. By entering into this Agreement, you confirm that you will work on a freelance basis and that you are aware that you are under no obligation to accept any or all of the work offered to you as a Support Provider. Equally, the Agreement places no obligation upon Queen’s to provide you with guarantees of minimum levels of support work or of support work of a particular type.

Although the Agreement will apply to all individual Support Provider/student support arrangements (hereby referred to as ‘match‐ups’), each accepted offer of work will be viewed as an entirely separate and severable arrangement.

This Agreement is personal to the Support Provider and you will not be entitled to assign or subcontract any of your rights or obligations under it.

**3. Main Duties and Obligations**

To provide the one‐to‐one NMH support to the student detailed in the match‐up email in accordance with the remit of that role(s) and the hours specified in the match‐up letter by:

 Practicing only within the boundaries of the assigned Support Provider role(s) (see [www.qub.ac.uk/directorates/sgc/disability/QueensRegisterofSupportProviders/](http://www.qub.ac.uk/directorates/sgc/disability/QueensRegisterofSupportProviders/) for relevant job descriptions).

 Maintaining professional standards at all times to deliver a high quality service.

 Contacting the student within three working days of being matched with them.

 Being mindful of any health and safety implications by not meeting in each other’s private residencies and not engaging in any personal care, manual handling or lifting of the student.

 Taking responsibility for the safe storage and handling of personal, sensitive and academic‐related student information by adhering to Queen’s various security policies and following the guidance notes available on Queen’s Information Services web site at [www.qub.ac.uk/directorates/InformationServices/Services/Security/.](http://www.qub.ac.uk/directorates/InformationServices/Services/Security/)

 Not becoming too involved or over‐supportive or offering personal or subject‐specific advice or guidance.

 Actively encouraging, developing and promoting independent learning.

 Notifying Queen’s as soon if the student misses or cancels (with less than 24 hours’ notice) two support sessions and stopping support until advised to resume.

 Not acting as an intermediary between the student and others such as their funding body, academic staff, Disability Services etc.

 Monitoring accurately and not exceeding the number of support hours originally allocated without prior written consent from Queen’s.

 Being aware that in the absence of prior, written consent, additional support over and above the student’s original allocation will, in most cases, not be funded retrospectively.

 Submitting accurate, complete and signed timesheets in a regular, timely fashion by the requisite deadline each month.

 Not committing fraud by submitting claims for work not completed or by forging the student’s signature.

 Highlighting to Queen’s on discovery if an overpayment has been received from the student’s funder or from the university.

 Not engaging in any activity that may bring Queen’s or the student into disrepute.

 Taking responsibility for your financial administration by submitting tax returns to HMRC and paying tax and national insurance contributions as required.

 Keeping personal information such as address, contact and bank account details up‐to‐date with

Queen’s (see section 5) and on the Register’s Information Management System.

 Advising Queen’s as soon as possible if you feel you are not a suitable match for the student.

 Giving adequate notice if intending to take time off to allow for alternative cover to be arranged in advance.

 Giving notice as soon as possible where alternative cover is to be arranged if you are unwell or become unavailable for whatever reason.

 Advising Queen’s if intending to withdraw either on a temporary or permanent basis.

 Avoiding activities that may give rise to a conflict of interest and raising with Queen’s anything you believe might represent a conflict of interest.

 Reading and abiding by Queen’s Code of Practice and Good Conduct in Relation to Children and Vulnerable Adults ([www.qub.ac.uk/directorates/HumanResources/PersonnelDepartment/Recruitment/Recruitmentand](http://www.qub.ac.uk/directorates/HumanResources/PersonnelDepartment/Recruitment/Recruitmentand) Selection/SafeguardingChildrenandVulnerableAdultsPolicy/).

 Consenting to Queen’s storing and using your personal data for the arrangement of NMH support in accordance with Queen’s Data Protection Policy (see [www.qub.ac.uk/Discover/About](http://www.qub.ac.uk/Discover/About)‐ Queens/Leadership‐and‐structure/Registrars‐Office/Information‐Compliance‐Unit/Data‐Protection/).

 Reporting to Queen’s as soon as possible any concerns about the well‐being of the student if you believe they are becoming a risk to themselves or to other people.

**Responsible to:**

Support Providers report to the Disability Support Manager in the first instance.

As a Support Provider, you are obliged to abide by the principles outlined in Queen’s Code of Conduct when delivering NMH support (see [www.qub.ac.uk/directorates/sgc/disability/QueensRegisterofSupportProviders/Policies/).](http://www.qub.ac.uk/directorates/sgc/disability/QueensRegisterofSupportProviders/Policies/)) Failure to do so may result in your removal from Queen’s Register of Support Providers (see Clause 6).

**4. Queen’s Obligations to Support Providers**

Queen’s recognises and values the importance of NMH support work through:

 Provision of induction training to enable Support Providers to successfully undertake the duties associated with their roles and understand the requirements of the payments processes involved.

 Provision of training opportunities to allow for continuing professional development (CPD).

 Provision of on‐line guidance and information relating to the full range of support roles.

 Access to a range of reference books available for loan for extended periods.

 Access to Library passes as required to fulfil the requirements particular roles.

 Provision of photocopying cards with complimentary credit to assist with administration.

 Access to specialist one‐to‐one advice and guidance from Queen’s Disability Services staff during working hours (9 am – 5 pm, Monday to Friday).

 Allocation of work opportunities in accordance with Queen’s Allocation of Work Policy, on the basis of student requirements coupled with the skills, experience and availability of the Support Providers ([www.qub.ac.uk/directorates/sgc/disability/QueensRegisterofSupportProviders/Policies/).](http://www.qub.ac.uk/directorates/sgc/disability/QueensRegisterofSupportProviders/Policies/))

 Processing of support payments in a timely fashion in accordance with the monthly Work Record Payment Schedule ([www.qub.ac.uk/directorates/sgc/disability/QueensRegisterofSupportProviders/GuidanceMaterialfor](http://www.qub.ac.uk/directorates/sgc/disability/QueensRegisterofSupportProviders/GuidanceMaterialfor) SupportProviders/).

 In accordance with Queen’s Data Protection Policy (see [www.qub.ac.uk/Discover/About](http://www.qub.ac.uk/Discover/About)‐ Queens/Leadership‐and‐structure/Registrars‐Office/Information‐Compliance‐Unit/Data‐Protection/), the secure management and storage of personal data for the arrangement of NMH support.

 Access to a robust complaints process (see Guidance for Managing One‐to‐One Support at [www.qub.ac.uk/directorates/sgc/disability/QueensRegisterofSupportProviders/Policies/)](http://www.qub.ac.uk/directorates/sgc/disability/QueensRegisterofSupportProviders/Policies/)) to allow Support Providers dissatisfied with any aspect of a support relationship to resolve their grievances as quickly and easily as possible.

**5. Payments**

The majority of payments made to Support Providers for the delivery of NMH support will be made in full by the local Education Authority (EA), directly to the Support Provider by BACS (Bankers’ Automated Clearing Services) credit transfer. Where a student’s support is funded by other bodies (e.g. Student Finance England, European Social Fund, Queen’s University or the Student Awards Agency for Scotland), payments will be made to the Support Provider via Queen’s, through the University’s Non‐staff Payment (NSP) and P2P (Procure‐to‐Pay) systems. The total payments made through Queen’s NSP system shall not exceed the university’s threshold of £5000 per academic year.

**6. Termination**

Without limitation, Queen’s, by written notification, may immediately terminate this Agreement if the

Support Provider:

**6.1** Breaches Queen’s Code of Conduct for Support Providers;

**6.2** Fails or refuses to carry out his/her duties competently following written warning(s);

**6.3** Has been found to have been acting incompetently or is guilty of any serious or persistent negligence in respect of his/her obligations under this agreement;

**6.4** Has been found to be guilty of conduct or a course of conduct or has been convicted of a criminal offence which may bring him/herself or Queen’s into disrepute;

**6.5** Has failed to respond to communications from Queen’s to confirm their continued availability for supporting students.

**7. Tax Liabilities**

Where payments are made through the NSP system, tax and National Insurance contributions will be deducted automatically as appropriate. For all other payments, including those made directly by the EA, Support Providers will be responsible for their own tax and National Insurance contributions.

**8. Pension**

If assessed as eligible under the criteria contained within the legislation, you will automatically be enrolled in an appropriate qualifying pension scheme. If this is the case, you will receive communication in this regard from the Queen’s Pension Office, along with information about opting out. You should note that Queen’s reserves the right to change its chosen qualifying scheme.

**9. Notices**

Any notice to be given under this Agreement shall be in writing and shall be sent by recorded delivery to the address of the relevant party as set out at the head of this Agreement, or such other address as that party may from time to time notify to the other party in accordance with this Clause 9.

**10. Supersedes Prior Agreements**

This Agreement supersedes any prior agreement between the parties, whether written or oral, and any such prior agreements are cancelled as at the commencement date but without prejudice to any rights which have been accrued by either of the parties.

**By signing this Agreement, I confirm that I have:**

 Read, understood and agreed to abide by the principles outlined in Queen’s Code of Conduct for

Support Providers.

 Read and understood Queen’s Code of Practice and Good Conduct in Relation to Children and

Vulnerable Adults.

 Accept that I am responsible for the safe storage and handling of sensitive, personal and academic‐ related student information and that I have read and understood Queen’s various information security policies and related guidance.

**Signed:**  **Date:**

**Kirsti Alexander**

**Disability Support Manager** (for and on behalf of The Queen’s University of Belfast)

**Signed:**  **Date:**

**Support Provider**