**The Queen’s University of Belfast**

**The Register of Support Providers at Queen’s University**

**Contract for Appointment to Register: Non-Medical Helper Support Providers 2019/20**

**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 "you" or the "Support Provider")

**Background**

(A) The Support Provider is in the business of providing Non-Medical Help ("NMH") to students in Higher Education and has certain skills of use to students of Queen's.

(B) Queen's operates a Register of Support Providers for NMH (the "Register") on behalf of the relevant UK / devolved Government department or European funding body where students, who are eligible under the aforementioned can be matched for assistance and support from a suitably qualified and experienced support provider.

(C) On matching, the Support Provider will be directly engaged by the student and the only relationship with Queen's arising from this Agreement is for inclusion of the Support Provider on the Register.

(D) The Support Provider wishes to be included on the Register to students at Queen's and to provide such services to students, the Support Provider agrees to comply with the conditions in this Agreement which are necessary for inclusion on the Register.

(E) The Support Provider is an independent contractor willing to provide the services set out in the role description to students of Queen's, in line with relevant policies, and as per the terms and conditions of this Agreement.

1. Appointment to the Register
   1. Queen’s acts on behalf of the relevant UK / devolved Government department or European funding body that directs student finance by maintaining the Register in order that eligible students can be matched with a suitably qualified and experienced support provider as specified in Clause 3 below and in accordance with the service conditions expected to be provided to the student as referred to in this Agreement.
2. Duration
   1. Placement of the Support Provider onto the Register will commence when all relevant documentation and references are received confirming eligibility for addition to the Register.
   2. Placement on the Register shall continue unless:
      1. the Support Provider provides notice indicating that the Support Provider would like to be made temporarily inactive or permanently withdrawn from the Register;
      2. this Agreement is terminated by Queen’s as detailed in Clause 10;
      3. it is accepted that the Support Provider has not provided the services to the student in accordance with Clause 3 below;
      4. there are serious complaints raised by the relevant student in relation to the services provided by the Support Provider, including in relation to unsatisfactory performance by the Support Provider to the student;
      5. Queen's is no longer approved by the relevant UK / devolved Government department or European funding body to maintain the Register.
   3. It should be noted that this Agreement does not constitute a contract of employment, nor does it confer any employee or worker rights upon you. By entering into this Agreement, you confirm that the relationship between you and Queen's is simply in relation to the maintenance of the Register and, where required, to facilitate payments for work you undertake directly for the student. As such you will work on an independent contractor basis and that Queen's is under no obligation to provide you with, and 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.
   4. You will be fully responsible for and hereby indemnify Queen's for and in respect of any liability (including reasonable costs and expenses) for any employment-related claim or any claim based on worker status brought by you against Queen's arising out of or in connection with this Agreement.
   5. 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 directly between you and the relevant student.
   6. This Agreement to be entered onto the Register 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. Duties and Standards
   1. There are no duties or obligations owing from you to Queen's as any work undertaken, having been matched from the Register is personal to you and the student. However, in order to maintain quality of NMH support to students you will be required 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 email.
   2. If you are matched to a relevant student, you undertake to provide NMH services to our students in compliance with our Code of Conduct which is available online at www.qub.ac.uk/directorates/sgc/disability/TheRegisterofSupportProvidersatQueensUniversity/Policies/.
4. Queen's Liaison Manager:
   1. The Disability Support Manager at Queen’s is responsible for the management of the Register and student matching and any issues should be raised with the Disability Support Manager in the first instance.
5. Queen’s Assistance to Support Providers
   1. Although the Support Provider carries out services directly to students as independent contractors, Queen’s recognises and values the importance of NMH support work through access to the following services, should you wish to avail of them:
      1. 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.
      2. Ad-hoc provision of training opportunities to aid continuing professional development (CPD).
      3. Provision of on-line guidance and information relating to the full range of support roles.
      4. Access to a range of reference books available for loan for extended periods.
      5. Access to Library passes as required to fulfil the requirements particular roles.
      6. Provision of photocopying cards with complimentary credit to assist with administration.
      7. 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).
      8. 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.
6. Fees
   1. The majority of fees 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), fees will be made to the Support Provider on behalf of those bodies via Queen’s, through Queen’s P2P (Procure-to-Pay) system (or where existing payments are made through Queen’s Non-staff Payment (NSP) this will continue until the end of academic year 2019-2020 when this will revert to P2P).
   2. Where Queen’s is responsible for payments, Queen’s undertakes to process support payments in a timely fashion in accordance with the monthly timesheet payment schedule (see http://www.qub.ac.uk/directorates/sgc/disability/TheRegisterofSupportProvidersatQueensUniversity/GuidanceMaterialforSupportProviders/).
7. Tax Liabilities
   1. Where payments are made through the NSP system, tax and National Insurance contributions will be deducted automatically as appropriate. For all other payments, including through P2P, those made directly by the EA, Support Providers will be responsible for their own tax and National Insurance contributions on a self-assessment basis.
   2. If any claim, assessment or demand is made against Queen's for payment of income tax or national insurance contributions or other similar contributions due in respect of the payments made to you under this Agreement, you will indemnify Queen's against any liability, assessment or claim together with all costs and expenses and any penalty, fine or interest incurred by Queen's in connection with or in consequence of any such liability, assessment or claim, where such recovery is not prohibited by law. Queen's may at its option satisfy such indemnity (in whole or in part) by way of deduction from any payments to be made by Queen's to you under this Agreement.
8. Pension
   1. 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. **INDEMNITY** 
   1. You acknowledge that you will have personal liability for, and will indemnify Queen's for, any loss, liability, costs (including legal costs), damages and/or expenses incurred by Queen's in connection with your provision of the services to the student.
10. Termination
    1. Either party can terminate this Agreement by giving the other one month's written notice. Further, Queen’s, by written notification, may immediately terminate this Agreement if the Support Provider:
       1. Breaches Queen’s Code of Conduct for Support Providers;
       2. Fails or refuses to carry out his/her duties competently;
       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 or any activity that, had the Support Provider been employed by Queen's, could amount to gross misconduct;
       4. Has been found to be guilty of conduct or a course of conduct or has been cautioned or convicted of a criminal offence which may bring him/herself or Queen’s into disrepute or is materially relevant to the role;
       5. Has failed to respond to communications from Queen’s to confirm their continued availability for supporting students.
11. Notices
    1. Any notice to be given under this Agreement shall be in writing and shall be sent 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 11.
12. **CONFIDENTIAL INFORMATION** 
    1. Except in the proper performance of your obligations under this Agreement, you will not during the period of this Agreement or at any time after the termination of this Agreement, without the prior written approval of Queen's (such approval not to be unreasonably withheld) use for your own benefit or for the benefit of any other person, firm, company or organisation, or directly or indirectly disclose to any person any confidential information which has come to your knowledge as a result of this Agreement.
13. **DATA PROTECTION**
    1. For the purposes of Clause 13, reference to "Data Protection Legislation" will include the General Data Protection Regulation ("GDPR"), the Data Protection Act 2018, and in the event that the UK leaves the European Union, all legislation enacted in the UK in respect of the protection of personal data, along with any code of practice or guidance published by the Information Commissioners Office or other Supervisory Authority from time to time;
    2. The Parties shall each process personal data under this Agreement. The Parties acknowledge that the factual arrangement between them dictates the classification of each Party in respect of the Data Protection Legislation. Notwithstanding the foregoing, the Parties anticipate that each Party shall act as a controller in common in respect of the Agreement.
    3. Where a Party is acting as a controller in relation to this Agreement, it shall comply with its obligations under the Data Protection Legislation and that Party shall ensure that it makes due notification to any relevant Regulator, such notice to include its use and processing of the Personal Data.
    4. Each Party shall not, by its acts or omissions, cause the other Party to breach its respective obligations under the Data Protection Legislation.
    5. Any personal data provided by the Support Provider will be processed in line with Queen’s Data Protection Policy.
14. **INTELLECTUAL PROPERTY** 
    1. In consideration of you being entered onto the Register, you hereby agree and accept that Queen's owns and retains all intellectual property rights in any materials provided by Queen’s that you may have access to in your provision of services with the student.
    2. All Queen’s documents, hardware, software and any other materials provided by Queen’s that you may have access to in providing services to the student, remain the property of Queen's at all times.
15. Supersedes Prior Agreements
    1. 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.
16. **GOVERNING LAW AND JURISDICTION** 
    1. This Agreement and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of Northern Ireland.
    2. The parties irrevocably agree that the courts of Northern Ireland shall have non-exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, this Agreement, its subject matter or formation (including non-contractual disputes or claims).

**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.
* Considered status as an independent contractor and accept that nothing in this agreement shall give rise to any rights as an employee or worker and agree to indemnify Queen's in respect of any such liabilities.

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

**Support Provider**

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

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