Appendix IV: Template Agreement for Provision of Services

AGREEMENT for Provision of Services made on <<DATE>>

BETWEEN

The Guildhall School of Music & Drama, a department of the City of London Corporation, ADDRESS (“Guildhall”)

AND

<<NAME, ADDRESS>> (“Provider”)

Hereinafter referred to as the “Parties”

1. Purpose

This agreement specifies the relationship of the Parties in relation to <<PROJECT TITLE>>, <<PROJECT DESCRIPTION>> (“the Project”).

1. Persons
   1. The following persons will project manage the Project for the Parties, representing the Parties in negotiation and ensuring completion of the duties outlines for the Parties:

For the Guildhall, <<NAME, POSITION>>

For the Provider, <<NAME, POSITION>>

1. Entry into force, duration, termination
   1. The start date of the Project is <<START DATE>>
   2. The end date of the Project is <<END DATE>> or the completion of services detailed in the Schedule of Work, whichever is later.
   3. If the Guildhall shall at any time wish to abandon, defer, or cancel the Project then the Guildhall may do so by giving notice in writing, such notice to take effect at reasonable notice.
   4. If the Provider wishes to abandon, defer, or cancel the Project then he/she shall inform the Guildhall in writing. The Guildhall and the Provider will negotiate the terms of postponement or termination in good faith.
   5. Clauses 5, 6, 7, and 8 shall survive the expiration or termination of this Agreement.
2. Payment
   1. Fees shall be as outlined in the payment schedule in Appendix 2.
   2. The Guildhall shall pay the Provider within 30 days of receipt of a valid invoice or timesheet, subject to the satisfactory completion of the Schedule of Work.
   3. Should the Guildhall terminate the Project, then payment will be made for the duties carried out up to the date of termination.
   4. If the Project is terminated due to refusal or neglect by the Provider to perform the duties outlined in the Schedule of Work, then the Guildhall shall be entitled to reduce payment accordingly.
3. Intellectual Property (IP)
   1. The Provider shall not infringe the Copyright Designs and Patents Act 1988 in carrying out the Schedule of Work.
   2. All IP generated in the Project shall be the property of the Guildhall, who may exploit the IP for commercial gain.
4. Conflicts of interest and Non-compete
   1. The Provider shall declare in writing any conflict of interest they may have, or that may arise, with the Project.
   2. The Provider shall not directly or indirectly compete with the business of the Project, in particular the Provider shall not own, manage, operate, consult or be employed in a business substantially similar to, or competitive with, the Project.
   3. The Provider acknowledges that the School may, in reliance of this agreement, provide the Provider access to confidential data and good will. The Provider agrees to retain said information as confidential and not to use said information on his or her own behalf or disclose same to any third party.
   4. This non-compete agreement shall extend worldwide and shall be in full force and effect during the Project and for three years following the Project termination, notwithstanding the cause or reason for termination.
5. Non-disclosure
   1. The Parties shall keep confidential any information in whatever form or mode of communication, which is disclosed during the Project and shall not divulge the same to any third party without written consent of the Guildhall. The Parties will not disclose confidential information without prior consent unless the Party is required to disclose to comply with applicable laws.
6. Freedom of Information and Data Protection
   1. The Provider acknowledges that the Guildhall is bound by the Freedom of Information Act 2000 and the Environmental Information Regulations 2004, and is registered to process personal data under the Data Protection Act 1988
   2. In the event that the Guildhall receives a request in connection with the Acts in clause 8.1, the Provider will use reasonable endeavours to assist the Guildhall at no additional charge and within such timescales as Guildhall may reasonably specify, in meeting any requests in relation to the Project.
   3. In the event that the Provider receives a written request from the Guildhall for information about the personal data, the Provider will supply such information within the specified timeframe or within 14 days from the date of request if no timeframe is provided
   4. The Guildhall remains solely responsible for determining the purposes and manner in which personal data is to be processed. The provider will not share any personal data with a third party unless agreed in writing by both Parties and in compliance with the Data Protection Act 1988.
7. Agreement
   1. This Agreement consists of the core text, appendix 1 Schedule of Work, and appendix 2 Payment Schedule and constitutes the whole agreement in relation to the Project. Nothing contained in this Agreement shall be read or construed as a contract of employment, a partnership or joint venture of any kind, nor shall this Agreement affect any other contracts in place between the Guildhall and the Provider.
   2. This Agreement shall be governed by and construed in all respects in accordance with the law of England.

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| --- | --- |
| Accepted on behalf of Guildhall School of Music & Drama | Accepted on behalf of the Provider |
| Signature: | Signature: |
| Name/position: | Name/position: |
| Date: | Date: |

Appendix 1: Schedule of Work

Duties

Dates for Delivery of Duties including Milestones and Deliverables of the project

Appendix 2: Payment Schedule

Fees will be as follows:

Payment of Fees will occur as follows:

Project milestones or deliverables to be reached, number of days completed, or dates, and amounts (in £ or %) for payment 1

Project milestones or deliverables to be reached, number of days completed, or dates, and amounts (in £ or %) for payment 2