# SERVICE AGREEMENT AND MUTUAL NON DISCLOSURE AGREEMENT

Date: xx

Parties:

(1) <Consultant name>, a freelance consultant

(2) Organisation name and address

The Consultant in this agreement will mean xx. The Client in this agreement will mean xx. Service would need to be defined as the service provided by The Consultant under The Contract. The Contract conditions are listed at the bottom of this agreement. Personal Data means personal data as defined in the General Data Protection Regulation (GDPR) that is processed by The Consultant in connection with the Service. Processing has the same definition as the term ‘Processing’ under the General Data Protection Regulation (GDPR).

## 1. The Consultant shall:

Comply with the data protection principles under the General Data Protection Regulation (GDPR) and any equivalent or associated legislation in respect of the Processing of the Personal Data;

(a) Subject to compliance with the GDPR and any other clause in this Contract, upon The Client’s request permit any authorised officers of The Client to inspect The Consultant’s premises and data systems, and have access to, and be provided with, copies of any information (including, without limitation, Personal Data), to enable the Client to:

(i) satisfy itself that The Consultant is complying with its obligations under this clause;

(ii) assess compliance with The Contract and the provision of the Service; and

(iii) comply with its own legal functions, duties and responsibilities in respect of the Service.

(b) Only undertake Processing of Personal Data reasonably required to perform the Service and, in any event, strictly in accordance with the Client’s instructions;

(c) Not disclose Personal Data to any person other than to employees and sub-contractors to whom disclosure is necessary for the performance of the Service;

(d) Ensure that any disclosure to a sub-contractor is subject to a binding legal obligation upon the sub-contractor to comply with the obligations set out in this clause. For the avoidance of doubt, any such sub-contract shall not relieve The Consultant of its obligation to comply fully with this clause, and The Consultant shall remain fully responsible and liable for ensuring full compliance with this clause in all respects.

(e) Have in place, and undertake to maintain during the term of the Contract, appropriate technical and organisational measures against the accidental, unauthorised or unlawful processing, destruction, loss, damage or disclosure of Personal Data, and adequate security programmes and processes to ensure that unauthorised persons do not have access to the Personal Data or to any equipment used to process the Personal Data;

(f) Take all reasonable steps to ensure that any of its staff who have access to Personal Data are honest, reliable and competent.

## 2. The Personal Data:

(a) Is the property of the Client;

(b) shall be returned immediately to the Client upon termination or expiration of this Contract; and

(c) shall not be copied and/or retained in any form by The Consultant upon expiration or termination of this Contract, except as required by law or under this Contract.

## 3. The Consultant will

indemnify and keep indemnified the Client against all claims, demands, actions, proceedings, damages, charges, costs and expenses (including legal costs and expenses) which may be brought against the Client in respect of or in any way arising out of or in connection with:

(a) a breach by The Consultant of this clause; or

(b) a claim that the Client is in breach of the Client’s obligations under the GDPR as a result of any action by The Consultant.

## 4. The Consultant’s obligations to The Client:

(a) It is hereby agreed that The Consultant will perform consultancy services for The Client.

(b) The Consultant will work remotely by accessing Client’s files online. Hours of work will be agreed between The Consultant and The Client as appropriate and required for the contract.

(c) Costs for this contract will be specified in the Contract.

(d) The Client agrees that The Consultant is not working exclusively for The Client.

(e) It is clearly understood that in no circumstances can this contract be interpreted as a contract of employment, but as a contract for the supply services only.

(f) The Contract can be terminated by The Client under the following circumstances:

(I) For reasons of incompetence, unsuitability, or unprofessional conduct.

(II) The Consultant commits a breach of any of the provisions of the agreement.

(III) The Consultant is unable to fulfil its obligations under this agreement.

(g) The Consultant reserves the right to cancel the agreement in the following circumstances:

(I) Through illness or other reasons beyond The Consultant’s control.

(II) If The Client and its staff do not co-operate fully with The Consultant.

(h) The Client must provide access to all materials necessary to achieve the objectives of the consultancy engagement.

(i) The Consultant will not use, divulge, or communicate with any person, firm or company any confidential information acquired as a result of carrying out services under this agreement without the prior written consent of The Client.

(j) The Consultant will observe and comply with The Client’s requirements in relation to computer security ad normal codes of conduct for staff attendance and behaviour, and standards and methods where appropriate. The Consultant will not act or conduct in a manner prejudicial to The Client and will not hold herself out to be an employee of The Client.

(k) The Consultant will, upon termination of this agreement, or at any time when requested by The Client, return all copies of all Client materials, documentation, security passes, electronic media etc. to The Client.

(l) The Consultant agrees not to accept any commission, gift or other financial inducement or benefit from any third party in connection with this contract.

(m) No variation of the terms of this agreement shall be valid unless made in writing and signed by The Consultant and an authorised representative of The Client.

(n) The Consultant retains copyright in the documents, which he/she produces.

(o) The Client must adhere to the agreed cancellation policy. Any consultancy dates that are cancelled within 5 working days of the confirmed consultancy dates will be charged in full at the agreed fee and any related expenses incurred in advance.

(p) The Client is fully responsible for maintenance of its computer software and hardware. The Consultant will not be responsible in any way for any problems with the system.

(r) The Client will ensure that a back-up of the database is carried out prior to the consultancy engagement.

## The contract conditions

To provide consultancy services as stated in the agreed Quote. The agreed fee of £x for these services is provisional and subject to change, however no extra charges will be applied prior consulting with The Client.

I accept the terms and conditions detailed in this document.

Signature:

Signed by

Name: add consultant name

Position: add position

Date: add date

Signature:

Signed by

Name: add client name

Position: add position

Date: add date