

DWT TEMPLATE CONTRACT 2023

For the Provision of Services



THIS CONTRACT is made on [insert date]

BETWEEN:

Devon Wildlife Trust ('The Trust' or 'Client') whose registered office is at Cricklepit Mill, Commercial Road, Exeter, Devon EX2 4AB

And

[insert contractor/company name] (**'the Contractor'**) whose registered office/address is [insert here]

The Trust and the Contractor have agreed the following terms for the provision of the Contractor's services to the Trust:

IT IS AGREED as follows: -

1. Definitions

1.1 The clause headings do not form part of this Contract and shall not be taken into account to assist in its interpretation.

1.2 Words importing one gender include both genders and words importing the singular include the plural and vice versa (unless the context otherwise requires).

1.3 Any reference to statutory provision includes a reference to any statutory modification of it.

1.4 'The Fee': means the Fee payable below.

1.5 'The Board': means the Board of Trustees of the Trust for the time being and from time to time or any committee properly delegated powers by it.

1.6 'Confidential Information': means information relating to the business, finances, commercial activities, products, clients or affairs of the Trust confidential to it (or them) or treated by it (or them) as such and trade secrets relating to the business of the Trust or any of its clients, students, suppliers, members, customers, donors, sponsors, volunteers Trustees or Directors.

Confidential information includes, (by way of example only and without limitation) technical data, know-how financial information, financial forecasts, marketing strategies, password and security information and client personal data.

1.7 'Commencement date': [insert date here].

1.8 'Intellectual Property Rights': all patents, know-how, registered trademarks, registered designs, utility models, applications and rights to apply for any of the foregoing unregistered design rights, unregistered trademarks, rights to prevent passing off for unfair competition and copyright, database rights, topography rights and any other rights in any invention, discovery or process in each case the United Kingdom and all other countries in the world and together with all renewals and extensions (the "Intellectual Property Rights") created by the Contractor under the Project remain the property of the Trust.

1.9 'Term:' means the period commencing on the 'Commencement Date' and termination on the 'Termination Date'.

1.10 'Termination Date': means the date on which this Contract ends.

1.11 'The Services': means the services to be rendered by the Contractor under this Contract.

1.12 'The Project': means [insert project name if relevant].

1.13 'Required Outputs' or 'Outputs': means the delivery outputs required by this Contract as shown in Annexe 1.

2. Commencement

The provision of the Services shall commence on the Commencement Date [insert date] and shall continue until the Termination Date [insert date] unless the Contract is terminated prior to this date in line with Clause x below.

3. The Services

The Contractor shall provide Services to the Trust as specified below and meet any other requirements outlined in further Annexes to this document:

[Insert project/activity name] in line with Annex 1 of this document.

4. Value of contract (Fee)

DWT will pay the Contractor £[xx] per day [plus VAT] for [xx] days, [also include here any other agreed sums such as any expenses] up to a maximum of [xx including/excluding VAT] in total, unless by prior agreement by both parties.

5. Payment

5.1 The Contractor shall submit monthly invoices in respect of the Services provided, detailing:

-
- the fees due
 - the hourly/daily rate at (or other basis on) which such fees have been calculated
 - the Services to which those fees relate (including dates).
 - A report of outputs and outcomes of the Contractor's work and/or timesheets (if required by Annex 1 of this Contract).

5.2 Such invoices must be addressed to the Trust, marked for the attention of [insert contact here] and sent to the Trust's Cricklepit Mill Office, Commercial Road, Exeter, Devon EX2 4AB

5.3 The Trust shall pay the Contractor by BACS to the Contractor's nominated bank account within 30 days of receipt of any such invoice.

5.4 The Trust shall cease to be liable to pay the Contractor's fee after the Termination Date, except for that which has already become due and payable.

5.5 The Contractor authorises the Trust to deduct from the fee such sums on account of any losses suffered by the Trust as a result of negligence or breach of duty in the Contractor's performance of the Services.

5.6 The Contractor will be solely liable for the payment of any tax or social security contributions payable on any fees or expenses paid to him or her by the Trust arising in consequence of the Contract.

5.7 If the Trust fails to make any payment due to the Contractor on the due date then, without prejudice to any other right or remedy available to the Contractor, the Contractor shall be entitled to:

- terminate this Contract by giving written notice to the Trust provided that the Trust fails to make the due payment within 15 working days after receiving written notice from the Contractor giving full particulars of the payment due and requiring such payment to be made within 15 working days; and
- charge the Trust interest (both before and after any judgement) on the amount unpaid, at the rate of two per cent per annum above the Bank of England base rate, until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest).

6. Status and responsibilities:

6.1 The Contractor is not an employee of DWT. The Contractor is responsible for provision of the Services and any other requirements set out in Annex 1 of this Contract. The Trust is not obliged to supervise the contractor. The Contractor bears sole responsibility for National Insurance and Income Tax arising out of the fee for works/services. S/he shall also be fully responsible for any liabilities relating to employment and third parties.

6.2 S/he shall be responsible for maintaining adequate Public Liability Insurance and any further insurance as set out in Annex 1 of this Contract.

7. Substitution

The Services will normally be provided by the Contractor. In the event that the Contractor is unable to provide the Services personally on the agreed dates or within the agreed time scale, the Contractor should provide a substitute of equivalent skill and expertise having first sought the permission of the Client. The Contractor agrees to promptly notify the Client in cases of illness or accident where the Contractor is unable to provide a substitute.

8. Equipment

The Contractor shall supply his/her own equipment and materials at his/her own expense in order to carry out the Services. S/he may use Trust facilities or equipment where it meets the need of the Trust and supports more effective delivery of the Services and this will be specified in Annex 1 of this Contract. On termination of the contract the Contractor will forthwith return any items or property whatsoever belonging to the Trust in their possession, including paper copies and electronic data.

9. Reporting and review

[Set out any specific requirements for reporting and review periods].

9. Intellectual Property Rights

The Trust owns any Outputs prepared by the Contractor in the execution of the works/services and the Contractor may not use them in any other context than delivery of the works/services except by separate agreement with the Trust.

The Contractor agrees to provide to the Trust upon request with complete copies (where relevant) and access to full details of information and Project Related Know-how, (including the methods by which the Project was conducted) and all Intellectual Property Rights.

The Trust reserves the right to request a royalty free licence in respect of Intellectual Property Rights without payment of any consideration to the Contractor.

10. Confidentiality

10.1 In the course of the provision of the Services the Contractor is likely to have access to secret or Confidential Information (whether recorded in writing or on computer disk or in any other manner). For example:

- details of requirements of clients, suppliers, other contractors of the Trust including, without limitation, the fees and commissions charged to or by them, their names and addresses, other personal data and the terms of business with them
- advertising, marketing or promotional campaigns
- expansion plans, business or marketing strategies and sales forecasts
- financial information, results and forecasts
- details of the Trust's employees and of the remuneration and other benefits paid to them
- information relating to pitches and tenders
- research activities, inventions
- secret processes, designs, formulae and product lines
- confidential reports or research commissioned
- any trade secrets of the Trust or any other Wildlife Trust including know-how and confidential transactions
- technical data
- know-how
- financial information
- financial forecasts
- password and security information
- GIS data and base layers

10.2 Both parties shall keep in confidence and not disclose any Confidential Information whatsoever: not in the public domain, obtained under this Contract, relating to this Contract or in participation of this Contract, and shall not use or divulge such information to any other person (other than in confidential disclosure for the purposes of this Contract), without the written consent of the other party, unless it is required to be disclosed by a Court or other competent authority.

10.3 During the provision of the Services and after the cessation of such provision the Contractor shall not use (save for the benefit of the Trust) and shall not disclose, share, sell, divulge or communicate directly or indirectly to any third party any such Confidential Information without the Trust's prior written consent.

11. Data protection

11.1 In this clause references to "personal data", "data subjects", and "data processor" are to be interpreted as defined in the General Data Protection Regulations (GDPR) and related case law. The Contractor shall comply with all relevant provisions of the GDPR, with the Privacy and Electronic Communications Regulations (PECR) and other relevant data regulations and do nothing which causes, or may cause, the Trust to be in breach of its obligations under the GDPR or PECR. In particular, to the extent that the Contractor

acts as a data processor in respect of any personal data pursuant to this, the Contractor shall only process such personal data as is necessary to enable it to fulfil its obligations under this Contract.

11.2 The Contractor warrants that it has appropriate technical and organisational measures in place to protect any personal data it is processing on the Trust's behalf against any unauthorised or unlawful processing and against any accidental loss, destruction or damage and undertakes to maintain such measures during the course of this Contract. The Contractor shall also take all reasonable steps to ensure that any staff having access to any such personal data are appropriately trained and act with full regard for the GDPR and PECR.

11.3 The Contractor further warrants that it will monitor and maintain the integrity of its personal data and in full accordance with the relevant principles in the GDPR.

11.4 Upon the termination of this Contract for whatever reason the Contractor shall immediately cease any processing of the personal data on the Trust's behalf and must delete or return (at the Trust's choice) all personal data held. No copies of personal data processed on behalf of the Trust to deliver this Contract will be retained by the Data Processor in any form.

11.5 The Data Processor must not delegate the processing to a sub-processor without the Data Controllers written consent (and then only on the basis of a written agreement which will contain terms similar or the same to those in this agreement).

11.6 Upon reasonable notice the Contractor shall allow the Trust access to any relevant premises owned or controlled by it to enable the Trust to inspect its procedures described at clause 11.2 above and will upon the Trust's request from time to time prepare a report for it on the technical and organisational measures it has in place to protect the personal data it is processing on the Trust's behalf.

11.7 The Contractor shall at its own cost, at the Trust's request, assist the Trust to comply with any requests for access to personal data (Subject Access Requests) and in particular shall respond to any such request promptly to enable the Trust to comply with their obligations under the GDPR. When requested by the Trust, the Contractor shall at its own cost promptly provide it with any personal data relating to this Contract.

11.8 The Contractor shall immediately notify the Trust in the event of any data breach and provide all necessary assistance to deal with any breach.

11.9 The Contractor shall indemnify the Trust against all claims and proceedings, and all costs and expenses incurred in connection therewith, made or brought against the Trust by any person in respect of the GDPR or equivalent applicable legislation in any other country, which claims would not have arisen but for some act, omission, misrepresentation or negligence on the part of the Contractor or its sub-contractors and hold it harmless against all costs, losses and liability whatsoever incurred by it arising out of any action or inaction on its part in relation to any of its obligations which results in the Trust being in

breach of their obligations under the GDPR or equivalent applicable legislation in any other country.

11.10 The Trust does not warrant that any material supplied will be free from viruses or other code that might be harmful. The Data Processor is responsible for implementing sufficient anti-virus and other security checks to ensure the accuracy of data input and output.

11.11 The Contractor shall promptly carry out any request from the Trust requiring it to amend, transfer or delete the personal data or any part of the personal data.

11.12 Where the Contractor is required to collect any personal data on behalf of the Trust it shall ensure that it is collected using a lawful basis as defined under GDPR; that it is clear about what data is collected, the lawful basis for processing, and how and with whom any data will be shared and provides the data subjects from whom the personal data are collected with a Privacy Notice in a form to be agreed with the Trust.

11.13 The Contractor at no point 'owns' the personal data it collects and processes on the Trust's behalf as part of this Agreement and is prohibited from selling it, sharing it with other third parties or using it for purposes that are not explicitly covered by this contract.

12. DWT's Environmental Policy

The Contractor shall be registered under the DWT Environmental Management System and shall comply with the DWT Environmental Policy.

13. Other Policies

The Contractor will comply with any statutory rules or regulations including but not limited to those relating to Health & Safety, together with such policy procedures of the Trust as specified in Annex 1 of this document.

14. Reputational harm

Either during or after termination of this Contract for whatever reason, the parties will not engage in any contact, discussion, activity, or otherwise, which may cause harm, damage, detriment or embarrassment to either party including any Trustee, volunteer, Director employee, contractor, agent or otherwise, sponsor, donor, prospective sponsor or donor of the client or any of its corporate members.

15. Complaints and Whistleblowing

15.1 The Contractor must adhere to the Trust's Complaints Policy when receiving any complaints about the service provided or where any concerns are expressed by clients or customers.

15.2 Should the Contractor have any concerns about any serious wrongdoing by the Trust – its staff, Trustees, volunteers or other contractors – s/he should follow our Whistle Blowing Policy.

Both Policies will be provided to the Contractor along with this Contract.

16 Termination

16.1 This agreement may be terminated by the Trust without notice and without liability for compensation or damages if the Contractor, by way of example:

- a) fails to comply with and fulfil the terms and conditions of this Contract either to the satisfaction of the Client for any reason whatsoever, or where such failure (if capable of remedy) remains un-remedied 30 days after notice of such breach has been served by the Trust on the Contractor;
- b) is unable or prevented from carrying out duties under this Contract through incapacity or any other cause for a number of weeks exceeding a total of four weeks in any period of six months;
- c) dies, becomes bankrupt, has a receiving order made against him or her or suffers any similar action as a result of debt;
- d) willfully neglects to perform his or her duties under this Contract and, in particular, fails to remedy any fault in work within 30 days of being notified of that fault;
- e) gives the client reasonable cause for complaint;
- f) purports to assign the benefit or burden of this Contract.

This agreement can be terminated by either party:

- a) On failure of either party to comply with of any terms of this contract;
- b) By mutual consent.

16.2 All notices to be given under this Contract by either Party to the other shall be in writing and shall be served by sending the same by registered post or recorded delivery to the last known address of the other Party and any receipt issued by the postal authorities shall be conclusive evidence of the fact and date of posting of any such notice.

16.3 All notices delivered in accordance with Sub-Clause 15.2 shall be deemed to be received within seven days of posting provided that the notice is sent to the following addresses in respect of each party:

Devon Wildlife Trust ('The Trust') whose registered office is at Cricklepit Mill,
Commercial Road, Exeter, Devon EX2 4AB

[insert Contractor contact details]

17 Records

The Contractor shall provide the Trust with such information and documentation as The Trust may require in connection with the Services from the date of the Contract to the date on which the Contractor has fulfilled all its obligations.

18 Miscellaneous

18.1 This Contract and its Appendices constitutes the whole agreement between the parties in respect of the provision of the Services by the Contractor to the Trust and there are no other promises, terms, conditions understanding, arrangements or obligations oral or written other than those contained in this Contract.

18.2 No variation of this Contract will be valid unless confirmed in writing and signed by or on behalf of both parties.

18.3 This Contract shall be governed and construed in all respects by English law and the parties to it irrevocably submit to the exclusive jurisdiction of the Courts of England and Wales.

18.4 A person, firm, company or corporation who or which is not a party to this Contract shall have no right to enforce any term of this Contract.

18.5 This Contract has been prepared in duplicate and shall be deemed concluded when each copy has been signed by, or on behalf of, each party.

DWT TEMPLATE CONTRACT 2023
For the Provision of Services



This Contract has been duly executed on the date stated above.

Signed by:

Name:

Job title:

Date:

For and on behalf of the Trust

Signed by the Contractor:

Name:

Job title:

Date:

For and on behalf of [insert Contractor name]

Contract for Services

Annex 1 Services Specification

Key Service Objective

Summarise the service or activity to be provided by the Contractor. Try and be clear, specific and reflect what 'success' would look like.

Required Outputs and Activities

Very specific about all outputs and activities required, with timeframes if relevant.

Service Quality Expectations

- a) *Quality expectations in terms of Customer Service; delivery quality/timeliness etc.*
- b) *Quality expectation in terms of Contractor skills and qualifications*

Equipment and Materials

- *Specify any Trust equipment or premises to be used and why*
- *Specify any specialist equipment to be supplied by the Trust*
- *Otherwise, assume provide all own equipment as per the contract.*

Schedule for monitoring and evaluation

Format and timeframe for monitoring and reports that may be additional to clause in the main contract.

Insurance and Legal Cover

Any additional insurance or legal cover required.

Key Policies and Guidance to be Adhered to

Key policies, position statements and guidance (technical etc) relevant to this Contract. These might include Health & Safety, Safeguarding, Customer Service Standards; Biohazard Management Guidance; Fundraising Code of Practice etc. Include as further Annexes.

Safeguarding or Health and Safety Expectations

Expectations guidance and rules relevant to this Contract. Include as further Annexes.

Data Protection Measures

Specify if anything additional to the clauses in this contract or non-routine. If data processing is a significant part of the contractor, include a Data Processing or Sharing Agreement as Annexe 2 of this contract.

Key Contacts for Both Parties

Contract for Services

Annex 2 Data Processing Agreement

THIS AGREEMENT ('Agreement') is made on [insert date]

BETWEEN:

Devon Wildlife Trust ('The Data Controller' or 'Controller') whose registered office is at

Cricklepit Mill
Commercial Road
Exeter
Devon
EX2 4AB

And

NAME (**'the Data Processor'**) whose registered office/address is at:

Definitions

In this Agreement references to "personal data", "data subjects", "Data Controller" and "Data Processor" are to be interpreted as defined in the General Data Protection Regulations (GDPR) and related case law.

Data Processing Agreement

1. The Parties have agreed to enter into this Agreement to ensure compliance with GDPR to all such processing. The Data Processor shall comply with all relevant provisions of the GDPR, with the Privacy and Electronic Communications Regulations (PECR) and other relevant data regulations and do nothing which causes, or may cause, the Controller to be in breach of its obligations under the GDPR or PECR.

2. The Data Controller uses the services of the Data Processor to -

OUTLINE SERVICE TO BE PROVIDED BY CONTRACTOR - SUMMARY

3. The data being provided is –

LAYOUT THE PERSONAL DATA THE CONTRACTOR WILL BE PROCESSING

4. The terms of this Agreement are to apply to all data processing carried out for the Data Controller by the Data Processor and to all personal data held by the Data Processor in

Contract for Services

Annex 2 Data Processing Agreement

relation to all such processing whether such personal data is held at the date of this Agreement or received afterwards.

5. The data is being provided strictly for the purposes specified in this agreement for a period of **DETAIL THE PERIOD INCLUDING BEGINNING AND END DATE**
 6. The dataset must not be added to any permanent database system.
 7. Upon the termination of this Agreement for whatever reason the Data Processor shall immediately cease any processing of the personal data on the Controller's behalf and must delete or return (at the Data Controller's choice) all personal data held. No copies of personal data processed on behalf of the Data Controller in accordance with this Agreement will be retained by the Data Processor.
 8. The Data Processor shall promptly carry out any request from the Controller requiring it to amend, transfer or delete the personal data or any part of the personal data.
 9. The Data Processor at no point 'owns' the personal data it collects and processes on the Controller's behalf as part of this Agreement and is prohibited from selling it, sharing it with other third parties or using it for purposes that are not explicitly covered by this Agreement.
 10. The Data Processor must not delegate the processing to a sub-processor without the Data Controller's written consent (and then only on the basis of a written agreement which will contain terms similar or the same to those in this agreement).
 11. The Data Processor must provide any information the Data Controller requests in order to demonstrate compliance with GDPR, and to allow the data Controller to audit and inspect the Data Processors compliance.
 12. If the Data Processor finds any inaccurate, out of date or incomplete information or material in the data provided, the Data Processor must let Controller know immediately.
 13. In the event of a security breach affecting the data supplied under this Agreement, the Data Processor must inform the Data Controller without any delay.
 14. The Data Processor shall at its own cost, at the Controller's request, assist the Controller to comply with any requests for access to personal data (Subject Access Requests) and in particular shall respond to any such request promptly to enable the Controller to comply with their obligations under the GDPR.
 15. The Data Processor must inform the Controller immediately in the event of any data breach and assist the Data Controller as required in dealing with breaches.
 16. The Data Processor must assist the Controller to conduct data impact assessments where these are required.
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Contract for Services

Annex 2 Data Processing Agreement

17. The Data Processor will comply with the requirements in the GDPR regarding security measures and encryption.
18. The Data Processor must submit to audits and inspections, provide the Controller with whatever information it needs to ensure that they are both meeting their Article 28 obligations, and tell the Controller immediately if it is asked to do something infringing the GDPR or other data protection law of the EU or a member state.
19. The Data Processor must only act on the Data Controllers documented instructions.
20. The Data Processor is responsible for ensuring that its computer systems are suitable to securely store any information and material supplied under this Agreement. The Controller does not warrant that any material supplied will be free from viruses or other code that might be harmful. The Data Processor is responsible for implementing sufficient anti-virus and other security checks to ensure the accuracy of data input and output.
21. The Data Processor warrants that it has appropriate technical and organisational measures in place to protect any personal data it is processing on the Controller's behalf against any unauthorised or unlawful processing and against any accidental loss, destruction or damage and undertakes to maintain such measures during the course of this Agreement. The Data Processor shall also take all reasonable steps to ensure that any staff/personnel having access to any such personal data are appropriately trained and act with full regard for the GDPR and PECR.
22. The Data Processor shall indemnify the Controller against all claims and proceedings, and all costs and expenses incurred in connection therewith, made or brought against the Controller by any person in respect of the GDPR or equivalent applicable legislation in any other country, which claims would not have arisen but for some act, omission, misrepresentation or negligence on the part of the Data Processor or its sub-contractors and hold it harmless against all costs, losses and liability whatsoever incurred by it arising out of any action or inaction on its part in relation to any of its obligations which results in the Controller being in breach of their obligations under the GDPR or equivalent applicable legislation in any other country.

Obligations of the Controller

- To use processors able to guarantee to meet the requirements of GDPR.
- To use processors able to guarantee to protect the rights of data subjects.
- To provide documented instructions for the processor to follow.
- To ensure that data is processed in accordance with GDPR.

Declaration by recipient and user of data supplied:

Contract for Services

Annex 2 Data Processing Agreement

I have read the above conditions set out for my holding and using the dataset listed above and accept the terms and conditions.

Signature of recipient:

Name: xxxxxxxxxxxx Position: xxxxxxxx
Organisation: xxxxxxxxxxxxxxxx

Date:

Declaration by data supplier:

The dataset listed above has been/will be [delete as appropriate] supplied to the recipient and user in accordance with the terms and conditions set out.

Signature of supplier:

