

# **Contract for Services**

**Between**

**Essex County Council**

**and**

**Emmy McCarthy**

**Dated 1<sup>st</sup> July 2020**

## CONSULTANT SCHEDULE

Between

Essex County Council ["Client"] and Emmy McCarthy ["Consultant"]

1. Consultant Contact: [REDACTED]
2. Client Representative: [REDACTED]
3. Description of Services/Deliverables: Project as attachment
4. Commencement Date: 1<sup>st</sup> July 2020
5. Estimated Completion Date: 31<sup>st</sup> December 2020
6. Termination Notice Period: One Week
7. Standard Working Hours: Variable to meet Project Requirements
8. Fees: Fixed Price for Project set at £20,000

Agreement to the Consultant Schedule

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

(on behalf of the Client)

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

(on behalf of the Consultant)

SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS OF THE CONTRACT FOR SERVICES.

NB: All rates are exclusive of Value Added Tax

\* Please sign and date as indicated

# CONTRACT FOR SERVICES

This Agreement is made this **TBC**

## PARTIES

**ESSEX COUNTY COUNCIL** of PO Box 11 County Hall Chelmsford Essex CM1 1QH (“Client”)

and

**EMMY MCCARTHY** of [REDACTED] (“Consultant”)

## WHEREAS

(a) The Consultant carries on the business of the provision of services relating to all aspects specified in the attached Schedule

(b) The Client has requested the Consultant and the Consultant has agreed with the Client to provide the services on the terms and subject to the conditions of this agreement.

## IT IS HEREBY AGREED THAT

### 1. Definitions

- 1.1 **“Consultant”** shall mean Emmy McCarthy who is suitably qualified and will physically perform the services
- 1.2 **“Agreement”** shall mean this agreement
- 1.3 **“Services”** shall mean the services to be supplied by the Consultant for the purposes of the project pursuant to the attached Schedule
- 1.4 **“Project”** shall mean the discrete project identified in the attached Schedule

### 2. The Service

The consultant hereby warrants the following undertakings:

- 2.1 The Consultant is qualified and sufficiently skilled to perform the Services required for this Agreement in accordance with the standards of good professional practice
- 2.2 The Services will be provided with due skill and diligence

### 3. Confidentiality and Ownership of Rights

- 3.1 The Consultant undertakes that they will keep in strictest confidence all details of the programs and the systems to which the programs belong and of the affairs of the Client or of the Client’s customers, which come to its/his/her knowledge during the course of providing the Services

- 3.2 The undertaking in **clause 3.1** does not relate to information or details which are already known to the persons concerned, which are or become public knowledge or which are disclosed to the Consultant by a third party

#### **4. Working for third parties and non-solicitation**

- 4.1 It is acknowledged that the Consultant shall be fully entitled to service other contracts during the currency of this Agreement where this does not conflict with its performance of this Service

#### **5. Payment Schedule**

Settlement of the contract will be in line with the following Schedule

£20,000 paid July 2020 on presentation of Invoice from Consultant

Ongoing monitoring of the delivery of the Services will be through regular contact between the Client and the Consultant.

#### **6. Consultants Responsibilities**

- 6.1 Whilst the Consultant's method of working shall be their own, the Consultant will ensure Project timings and deliverables are strictly adhered to and carried out with due diligence and care. Any potential delays or changes to the Project should be raised and agreed with the Client at the earliest opportunity
- 6.2 The Consultant shall be exclusively liable for and shall indemnify the Client against any taxes assessed or charges in respect of any payment made by the Client to the Consultant by reason of this Agreement or performance thereof or the provision of the Services hereunder, other than taxes payable by the Client in the ordinary course on profits accruing to the Client from this Agreement
- 6.3 Both parties acknowledge and accept that this is an Agreement for the supply of professional services and not a contract of employment
- 6.4 The Consultant shall rectify, at their own expense and in their own time, any defective works reasonably notified to it during the currency of this Agreement. The Consultant will be liable to refund to the Client payment for any work which proves not to have been performed at all or not performed with due skill and diligence
- 6.5 It is a condition of this Agreement that the Consultant undertakes that it and the Consultant shall at all times comply with the relevant provisions of the Client's prevailing Health, Safety and Security Policies, insofar as they are applicable to an independent contractor or visitor.

#### **7. Governmental Regulations**

- 7.1 Each party hereto shall be solely responsible for complying with the applicable legislation of the territory, where the Services are performed. When performing their activities under or in connection with this Agreement.
- 7.2 Without limiting the generality of the foregoing, each party shall be responsible for compliance with the applicable tax, national insurance and similar regulations applicable to its activities hereunder

- 7.3 In particular it is expressly agreed that the Consultant shall be responsible for ensuring that all tax, national insurance and similar payments based on the performance of the Services by the Consultant, on behalf of the Consultant, are made.

## **8. Termination**

- 8.1 Without prejudice to any other remedies the Client may terminate this Agreement forthwith in the case of the Consultant committing a breach of its obligations hereunder or failing to remedy the breach within seven [7] days of receiving written notice to so do.
- 8.2 In the case of a serious breach, which is not capable of being remedied, then the Agreement may be terminated by the Client without the need for such notice.
- 8.3 The Consultant or the Client may terminate this Agreement at any time upon one [1] weeks' notice or such shorter notice period as the Consultant or Client may reasonably impose
- 8.4 Except as otherwise provided in this Clause, this Agreement shall take effect from the Commencement Date specified in the Schedule hereto and shall terminate on the Estimated Completion Date specified in the Schedule or the actual and satisfactory completion of the Services in the reasonable opinion of the Client
- 8.5 The Client may terminate this Agreement at any time if the Services are not performed satisfactorily in the reasonable opinion of the client

## **9. Liability**

- 9.1 The Consultant shall be liable to the Client for all losses [including reasonable legal fees thereof], occurred by the Client as a result of wilful act of the Consultant, arising out of, through or during performance of the Consultant's duties under this Agreement.

## **10. Variation and Extension**

- 10.1 The conditions of the Agreement and the contents of the Schedules may not be varied save by express written agreement by the parties
- 10.2 Neither party may assign this Agreement without the consent of the other provided however that the consent shall not be required for the assignment by the Client to a holding, subsidiary or associated Company of the Client
- 10.3 In event of any conflict between these terms and conditions and any Schedules attached hereto, the terms of the Schedule shall prevail
- 10.4 When this Agreement has ended, there is no obligation on the Client to offer any further to the Consultant, and there is no obligation on the Consultant to accept any further offers of work, if any

## **11. Warranty**

Each of the parties warrants its power to enter into this Agreement and has obtained all necessary approvals to do so.

## **12. Jurisdiction**

The Agreement shall be governed by and construed in accordance with the laws of England and Wales

Signed for the acceptance of the Terms and Conditions for the Contract of Services

**For and on behalf of the Client**

Signed: \_\_\_\_\_



Head of Strengthening Communities

Date: \_\_\_\_\_

**For and on behalf of the Consultant**

Signed: \_\_\_\_\_

Emmy McCarthy  
Consultant

Date: \_\_\_\_\_

# **SCHEDULE – Project Scope and Deliverables**

## **Programme Overview**

Work with ECC and partners to provide Community Management expertise in the delivery of the following services. Working collaboratively to provide the planning and implementation management and the monitoring of progress and outcomes.

## **Delivery**

The following Services shall be provided to constitute delivery of the Project under this Agreement

### **1. Management of Essex Coronavirus Action [ECAS] Group**

Continue to administer the ECAS Facebook Group to provide a trusted information sources that seek to raise awareness and facilitate behavioural change in response to the COVID19 pandemic. Empowering people through knowledge to do the right thing. The aim is to build on successful to continue to deliver a trusted source of information that draws people from across Essex, all working together to tackle COVID19.

### **2. Community Support to Test and Trace**

Provide subject matter expertise on Community Management to support the aims and outcomes of Track and Trace, working in collaboration with ECC and partners.

### **3. Produce the “How we Build Community in Essex” framework for group community admins**

Design and develop the “How we Build Community in Essex” framework in collaboration with ECC and partners.

### **4. Manage the overarching model and presentation materials**

Responsible for the overall model and presentation materials relating to Community Management and the development of social media communities, as well as all presentation materials designed to support this work.

### **5. Transition of TRIBE**

Lead on the transition of the TRIBE app to the new volunteer co-ordinator PROVIDE. Ensuring a smooth transition of expertise, progress and relevant contacts to enable this programme to continue with no/minimal impact on all partners/organisations involved.

## **Due Diligence**

The Consultant will ensure existing Project timings and deliverables are adhered to any potential delays or changes to the project are raised and agreed with ECC at the earliest opportunity.

## **Project Management and Oversight**

- Working in collaboration to ensure co-ordination of messaging
- Monitor progress and outcomes relating to the delivery of the services
- Actively participate in the regular Meetings