

## **ACCESS MODERATOR AGREEMENT**

### **External Access Moderators**

This agreement refers to the Access Moderation services which you may provide to Open College Network Eastern Region (hereinafter called the Company) from time to time as a self employed consultant. This is a contract for service and not a contract of service; all the services provided to the Company are on a Self Employed basis. This means that there is no obligation (whether actual or implied), on the part of the Company to offer you any work and you are not under any obligation to accept any such work so offered.

In respect of any work you may undertake the following conditions apply:

#### **1. Job specification**

You are expected to carry out the tasks and assignments as set out in the job specification and work portfolio supplied to you, and as described in the current Access Moderator Guidance. The work portfolio is confirmed to us on an annual basis, and may also be updated during the year. We are then in a position to offer certain contracts for specific work to be completed by Access Moderators.

#### **2. Payment arrangements**

You will be paid gross upon production of an appropriate invoice. You are responsible for your own tax and national insurance (NI) contributions. You agree to indemnify the Company in respect of any demand for tax (including any employee NI contributions) which may become payable (including any penalties or interest therein) arising from the payments and arrangements set out in this agreement.

You will receive payment for the services you provide as indicated on your work portfolio/allocation and based on the Company's payment guidelines for external consultants. This will be paid on satisfactory completion of your work assignments. Payment will be made at the end of the month following the date of the invoice/expenses claim: the initial, interim and final reports as appropriate, to be submitted within 5 working days of each visit, moderator annual report forms as appropriate and completed RACs from providers. The Company does not pay retainers or advance fees. All invoices must be submitted within 3 months of the point stated on the work portfolio. Invoices received after this point will not be accepted for payment.

The Company will pay disbursements incurred in the performance of Access Moderation services in accordance with its current payment guidelines for external consultants. Regarding travel, the company will pay either the cheapest public transport fare (accompanied by receipts) or mileage allowance, per mile, for journeys within the Company's main geographical area of operation. Claims for other disbursements such as photocopying and stationery must be accompanied by receipts. Subsistence disbursements are not normally paid and any exception will only be with the prior agreement of the Company's Director of Access to HE.

#### **3. Other Conditions**

You are expected to carry out your work assignments on behalf of the Company with impartiality, and to notify the Company immediately of any changes that could influence your externality. You are also expected to observe the Company's code of conduct for external consultants and the Company's policies with regard to confidentiality and copyright as well as those of any centre in which you are engaged to work. You have the express right to work for other organisations during any period while carrying out any work for the company. You are not entitled to substitute your services with the services of another Access Moderator. Where you are unable to complete any work for which you have been contracted by the Company you should inform the Company's Director of Access to HE immediately. The Company will then identify and appoint a substitute Moderator.

#### **4. Early Termination**

In the event that the Access Moderator's services at a centre identified in the work portfolio/allocation are not required, you will be given as much notice as is reasonably possible. You will not be entitled to payment for any work not undertaken. However, if for any reason you wish to terminate your Agreement, you should write to the Company's Director of Access to HE immediately, giving a minimum of 30 days notice.

## **5. Termination of Agreement**

The Company may terminate this Agreement under the following circumstances:

- (i) Failure to arrange visits and/or produce adequate and appropriate documentation within the regulations, guidance and timescales established by the Company.
- (ii) Behaviour or statements which undermine the Company's commitment to equality of opportunity and widening participation.
- (iii) Failure to attend induction and/or training as appropriate.
- (iv) Any action which may bring the Company into disrepute.
- (v) Any breach by the Access Moderator of any terms and conditions under this agreement.

***I understand and accept the terms and conditions set out in this agreement and enclosures.***

***I hereby confirm my agreement to the terms and conditions set out above.***

Signed:

*Access Moderator*

Date:

Signed:



*On behalf of OCN(ER)*

Date: 02 September 2008