

IEPA Service / Consulting Services Contract

Schedule 1

Commencement date of contract:

Name and address of consultant (referred to as 'Consultant'): Gemma Swindlehurst of 7 Green Drive, Barton, Preston, Lancashire, PR3 5AT

Consultant's role: Independent End Point Assessor

No. of days: As required

To be reviewed on: Annually

Consultant's fees:

Digital Marketer Level 3 £300 per EPA

Termination:

A notice of 4 weeks is required from either party should the Agreement end earlier than the above review date.

The Contract can be terminated early by either party pertaining to bankruptcy of either party, breach of any term of the agreement that is not remedied within a certain period or change of ownership of management of either party.

Appointment:

The Client BIOR engages Gemma Swindlehurst to provide the services mentioned in Schedule 1 for the Term of this Agreement in return for payments. This Agreement is subject to the Terms and Conditions included. Please read these carefully before signing.

Accepted by and on behalf of BIOR [insert name]

Accepted by the Consultant [insert name]



Azmat Mohammed

..... (Signature)



Gemma Swindlehurst

..... (Signature)

Position: Director

Position: Independent End Point Assessor

Date: 7TH March 2022

Date: 07/03/2022
.....

Standard Terms and Conditions for the Supply of Services

Role of Consultant:

1 Responsibilities of the Consultant

1.1 During the Term (as specified in Schedule 1), the Consultant agrees to provide the Services as specified in the Job Description for the supply of services provided in the job description at the end of this contract.

1.2 The Consultant shall perform the obligations under this Agreement with due care, skill and diligence and warrants that s/he has the necessary skills and qualifications to carry out the Services.

1.3 The Consultant undertakes and agrees to:

1.3.1 not engage in any other activities purporting to be on behalf of BIOR including, but not limited to, countersigning or endorsing any other correspondence, reference materials, commercial training packages or events on behalf of any centre organisation or individual, other than those detailed in Specification for the Supply of Services, without the prior written consent of BIOR.

1.3.2 not undertake any additional activity which would conflict with the Services and report in writing to BIOR as soon as practicable any potential or actual conflict of interest between the Consultant and a BIOR approved centre. BIOR reserves the right to withdraw the Consultant from the provision of Services in relation to such centre

1.3.3 be always in compliance with all relevant legislation, regulations, and directives and in particular the requirements of the General Data Protection Regulation (GDPR).

1.3.4 notify BIOR forthwith of any change in circumstances, including, name, address, telephone/fax/e-mail, place of employment or bank details

1.3.5 notify BIOR in advance of any periods when the Consultant cannot supply the Services

1.3.6 comply with BIOR Diversity & Equality Policy relating to access to assessment

1.3.7 obtain and/or maintain full internet access (including, without limitation, broadband provision and appropriate virus protection) and a private, personal and password-protected email account

1.3.8 use his/her best endeavours to ensure the security of any assessment material transmitted by email including, without limitation, the use of passwords on the Consultant's email account.

1.3.9 maintain during the period of this Agreement appropriate car insurance (to cover business use) and MOT certificate (if applicable) in relation to any vehicle used by the Consultant in the provision of the Services and to comply with any policies relating to driving at work from time to time issued by BIOR.

1.3.10 the Consultant acknowledges and agrees that, due to the sensitive nature of the Services, he/she shall on a declaration statement make complete, correct, and non-misleading disclosure of all criminal convictions, cautions, reprimands, and final warnings (whether spent for the purposes of the Rehabilitation of Offenders Act 1974) and of any other information that may have a bearing on

his/her suitability to provide the Services. The Consultant shall inform BIOR forthwith of all changes to the disclosure made in the declaration statement.

2 Status

2.1 The Consultant, as an independent contractor, is responsible for and shall have control over, the details and means of performing the Services. Nothing in this Agreement shall be construed as creating an employer-employee relationship between BIOR and the Consultant.

2.2 The Consultant agrees that as an independent contractor, he/she is not entitled to receive any employee benefits from BIOR, including retirement, health, life and/or disability insurance, holiday, sick pay and/or other benefits that are offered to employees of BIOR.

2.3 The Consultant shall not make any representations to any third parties that they have any authority to enter any contractual relationship on behalf of BIOR which creates any lien (statutory or otherwise), security, interest, mortgage, pledge assignment, encumbrance, chattel or conditional sale or other title retention, agreement, or any other financial obligations or otherwise in respect of BIOR, without the express written authority of BIOR.

3 Remuneration

3.1 In consideration of the provision of the Services by the Consultant, BIOR shall pay the fee (as defined in Schedule 1) to the Consultant in accordance with these terms and conditions subject to the work being of the required quality and fit for use at the sole discretion of BIOR.

3.2 In the event the work is deemed unfit for use at the sole discretion of BIOR, the BIOR agrees to destroy any copies of work supplied by the consultant and the consultant agrees that no payment will be payable.

4 Payment

4.1 The Consultant shall submit to BIOR an invoice and breakdown of expenses confirming the fee, hours worked, expenses incurred, and all other information required by BIOR. The Consultant accepts that he/she shall be entitled to the fee solely on the basis that information shown in such time sheets and claim forms is valid and accurate.

4.2 Upon receipt of a valid invoice, BIOR shall pay the fee by BACS transfer direct to a bank account.

4.3 If at any time BIOR makes an overpayment to the Consultant (from any cause whatsoever), the amount of such overpayment shall be deductible by BIOR from any further payments and shall be fully recoverable from the Consultant. The Consultant shall inform BIOR at the earliest opportunity of any overpayment by BIOR.

5 Tax

5.1 The Consultant shall be responsible for accounting and payment to Her Majesty's Revenue & Customs for all income tax, National Insurance and/or VAT liabilities (as appropriate) in connection with the Services. The Consultant shall indemnify BIOR and to keep BIOR indemnified against all costs, losses, liabilities, damages, levies, interests and expenses including interest and penalties for late payment (on a full indemnity basis) that BIOR may suffer or incur as a result of the Consultant failing to comply with its obligations under this clause.

6 Confidentiality

6.1 For the purposes of this Agreement, “Confidential Information” shall mean the terms of this Agreement and any other information of BIOR and/or its associated companies relating to trade secrets, plans, intentions, product information, lists of members, suppliers or customers, know-how, affairs or other business of BIOR and/or its associated companies, whether communicated orally or in writing, which is marked as confidential or might reasonably be considered to be confidential in nature.

6.2 The Consultant agrees that, from the date of this Agreement, the Consultant shall:

6.2.1 use the confidential information solely for the purposes of providing the Services

6.2.2 keep the confidential information strictly confidential and not, without BIOR’s prior written consent, disclose or distribute the confidential information to any person

6.2.3 disclose any confidential information only to his/her employer and/or professional advisors to whom disclosure is strictly necessary for the purposes of providing the Services

6.2.4 ensure that his/her employer and professional advisors comply with the provisions of this clause and are bound by terms and conditions of use and non-disclosure at least equivalent to those contained in this clause

6.2.5 keep the confidential information stored securely and marked as confidential information of BIOR and use his/her best endeavours to prevent unauthorised persons having access to the confidential information

6.2.6 hold the confidential information to BIOR order and on expiry or termination of this Agreement for whatever reason or, if earlier, forthwith upon the request of BIOR, return to BIOR without retaining any copies thereof (or, if requested by BIOR, destroy) all copies, summaries and notes of the contents or parts of the confidential information and any documents or materials compiled as a result of the disclosure of the confidential information

6.2.7 on expiry or termination of this Agreement for any reason certify in writing to BIOR that the Consultant has complied with the provisions of this clause.

6.3 The obligations in this clause shall not apply to Confidential Information which:

6.3.1 had become known to the Consultant without breach of any confidentiality obligation prior to receipt from BIOR, provided this can be evidenced by the Consultant’s written records

6.3.2 is received properly and lawfully by the Consultant from a third party provided this can be evidenced by the Consultant’s written records

6.3.3 is or becomes public knowledge other than by breach of this clause

6.3.4 is independently developed by or for the Consultant provided this can be evidenced by the Consultant’s written records

6.3.5 is required to be disclosed by any applicable law or by order of any court of competent jurisdiction or any government body, agency, or regulatory body, provided that the Consultant shall use its reasonable endeavours to give BIOR as much prior notice of the disclosure as possible

7 Intellectual property rights

7.1 Subject to the pre-existing rights of third parties, all assessment material, documents, reports and other materials produced or compiled by the Consultant, as a result of the performance of a Consultant's obligations under this Agreement shall be vested in and be the absolute property of BIOR.

7.2 In consideration of the fees paid to the Consultant, the Consultant hereby assigns by way of present and future assignment with full title guarantee all the copyright (and all other intellectual property rights conferred under the laws of any country of the world) in all materials created by the Consultant in the provision of the Services and all modifications and amendments which have been or will in the future be made by the Consultant ("the materials") absolutely for the remainder of the term during which the said rights subsist.

7.3 To the fullest extent permitted by law, the Consultant hereby irrevocably and unconditionally waives all moral rights in respect of the Materials to which the Consultant is now or may in the future be entitled under Chapter IV of the Copyright, Designs and Patents Act 1988 or any other moral rights conferred under the laws of any country of the world.

7.4 The Consultant hereby warrants that: -

7.4.1 the materials are original, and they have not been copied wholly or substantially from any other work and that the exercise by BIOR of the rights hereby assigned to it will not infringe the rights of any third party; and

7.4.2 s/he is free to enter into this Agreement and to assign to BIOR the rights assigned to it and has not entered any arrangement which might inhibit or restrict the exercise by BIOR of its rights under this Agreement.

7.5 The Consultant shall identify to BIOR all third-party rights in any materials created by the Consultant in the provision of the Services and provide to BIOR such information as it shall reasonably require in order to give sufficient acknowledgement to such third-party rights.

8 Issues of BIOR property

8.1 Any property belonging to BIOR which may be issued or supplied to the Consultant shall remain BIOR's property and shall be used solely for the purpose of executing this Agreement.

9 Termination

9.1 This Agreement may be terminated with or without cause by BIOR upon one month's written notice following completion of initial review (Refer to Schedule 1)

9.2 This Agreement may be terminated without notice by BIOR if the Consultant:

9.2.1 commits or has committed any act of misconduct or engages or has engaged in any conduct which in the bona fide opinion of BIOR brings BIOR into disrepute

9.2.2 is in breach of clause 1.4

9.2.3 in any way breaches any of the obligations under this Agreement (except clause 1.5) after written notice has been served upon the Consultant to remedy the same within the period specified in the notice and the Consultant has failed to remedy the same; or

9.2.4 commits any act of dishonesty relating to BIOR or any of the Services under this Agreement.

9.3 This Agreement may be terminated with or without cause by the Consultant upon three written notices during the first three months of the Agreement and thereafter upon one month's written notice.

9.4 Without prejudice to any other rights and remedies of BIOR under this Agreement, if BIOR receives notification of (or has reasonable ground to suspect) any misconduct or non-compliance by the Consultant, it may suspend all or any part of the Services pending investigation provided that BIOR shall use all reasonable endeavours to conduct such investigation as quickly as possible.

10 Effects of termination

10.1 Upon termination or expiry of this Agreement, the Consultant shall:

10.1.1 surrender to BIOR in good serviceable condition (fair wear and tear excepted) any property supplied or leased to the Consultant

10.1.2 not exercise any lien on the property above mentioned for monies due

10.1.3 return to BIOR any reports, documents, and other materials compiled and/or obtained by the Consultant as a result of the performance of the Consultant's obligations under this Agreement.

10.2 Upon termination or expiry of this Agreement, the Consultant shall pay to the Consultant all monies due and outstanding for Services rendered prior to termination.

10.3 This clause and clauses 5, 6, 7, 8, 12, and 13.7 of this Agreement shall survive termination or expiry.

11 Indemnification and insurance

11.1 The Consultant shall indemnify BIOR against any loss of and any damage to any property suffered by BIOR, any claims actions or proceedings brought against BIOR by any third party arising from any loss of or damage to its property or any personal injury (including death) suffered by such third party arising from the negligence of the Consultant.

11.2 The Consultant shall maintain during the period of this Agreement appropriate automobile insurance and adequate insurance to cover professional indemnity.

12 Absence of Consultant

No fees (as detailed in schedule 1) will be payable in respect of any period during which the Consultant is absent.

13 General

13.1 There shall be no right whatsoever for any third party to enforce the terms and conditions of this Agreement. The Parties hereby expressly wish to exclude the operation of the Contracts (Right of Third Parties) Act 1999.

13.2 Any notice required to be given by one party to the other under this Agreement shall be sent: by first class post, deemed received three working days later (unless returned by the post); by facsimile transmission, deemed received the next working day provided the notice is also sent by post the next working day after transmission.

13.3 Neither this Agreement nor any of the rights, benefits or obligations hereunder shall be assigned, by operation of law or otherwise, by the Consultant.

13.4 If a provision of this Agreement is rendered or declared illegal or unenforceable by reason of any existing or subsequently enacted legislation or by decree of court, BIOR and the Consultant shall negotiate a substitute provision for those rendered or declared illegal or unenforceable, but all the remaining provisions of this Agreement shall remain in full force and effect

13.5 BIOR reserves the right to modify and/or vary the terms of this Agreement or any ancillary document.

13.6 If any dispute arises out of or relates to this Agreement, or the breach thereof and if such dispute cannot be settled by the parties through negotiation, the parties agree to settle the same in good faith by mediation.

13.7 This Agreement and all ancillary documents shall be subject to the law of England and Wales and the Parties irrevocably submit to the jurisdiction of the courts of England and Wales.

Job Description

Independent End-point Assessor

This document sets out what The British Institute of Recruiters (BIOR) expects from an Independent End-point Assessor (IEPA).

All applications are considered based on The British Institute of Recruiters current requirements and the applicant's suitability for the role in line with The British Institute of Recruiters sub-contractor appointment policy.

1. The Independent End Point Assessor Role

- 1.1 An IEPA is a subject specialist who is suitably qualified to assess apprentice competences and knowledge against an industry specific standard and who will:
- attend and undertake end-point assessment when requested by The British Institute of Recruiters
 - utilise the stated assessment methods to undertake assessment of the apprentice's competence and knowledge against specific apprenticeship standards and assessment plans.
 - ensure that all activities are conducted in line with The British Institute of Recruiters policies and procedures and all current

The British Institute of Recruiters (BIOR)

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- legislation in activities relating to their role.
- ensure that prior to undertaking any activity there are no conflicts of interest in accordance with The British Institute of Recruiters policy.
 - ensure a robust, valid, reliable, and fair assessment process is delivered.
 - mark all components of the end-point assessment in line with grading criteria (where applicable).
 - record and submit feedback to The British Institute of Recruiters with assessment recommendations in line with the grading criteria (where applicable).
 - complete and submit all relevant evidence and documentation to The British Institute of Recruiters within the timescales required.
- 1.2 Safeguard the apprenticeship standard by attending and participating in standardisation activities to ensure a consistent approach to end-point assessment, including:
- reviewing assessment standards and practice over time across end point assessors to ensure a consistent approach.
 - undertaking relevant training with The British Institute of Recruiters regarding quality and consistency of assessment practice to support ongoing continuous improvement.
- 1.3 Support continuous improvement by offering advice and guidance to The British Institute of Recruiters by:
- providing feedback to The British Institute of Recruiters on end point assessment queries.
 - Suggesting improvements and opportunities to The British Institute of Recruiters on the quality of its procedures and assessment processes.
- 1.4 Support The British Institute of Recruiters Enquiries and Appeals processes where required.
- 1.5 Advise The British Institute of Recruiters of any suspected malpractice and abnormal administration issues during end point assessment activities.

2. Assessor Profile

To independently assess effectively IEPA's are required to meet the following:

2.1 Qualifications and Experience

- Relevant occupational competence within the last three years and have plans / activities in place to retain ongoing occupational competence.
- Hold (or be working towards) an Assessor/IQA qualification (for example, Level 3 Award in Assessing Competence in the Work Environment, Level 3 Certificate in Assessing Vocational Achievement, A1/V1 or D32/33/D34, PGCE or Cert Ed).
- Up-to-date knowledge and understanding of the occupational sector and the roles within it including working practices, infrastructure, tools, and technologies.
- Qualified and / or experienced as specified for assessor requirements in the specific assessment plan.
- Experienced in designing and developing assessment products and tools where this is a requirement of the assessment plan.
- Experience of working with Quality Assurance processes and complying with regulatory requirements.

2.2 Skills and Knowledge

- An understanding of apprenticeships and a clear understanding of the relevant occupational standard / industry and associated roles.
- Proficient IT skills, with experience of using key business software e.g. Microsoft Outlook, Word and Excel and a willingness to learn new software such as The British Institute of Recruiters bespoke systems and technology.
- High standards of accuracy and attention to detail.
- Excellent written and verbal communication skills presenting information logically and concisely.
- Ability to prioritise, plan and organise assessment activities ensuring efficient and effective performance.
- Ability to work effectively independently and within teams.

- Relevant expertise or relevant professional recognition equivalent to or higher than the level of the apprenticeship standard being assessed.
- Professional membership or equivalent and bound by a relevant code of professional conduct and in accordance with the requirements of specific assessment plans.