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**STRICTLY PRIVATE & CONFIDENTIAL**  
**To be opened by the Addressee only**

[name and address of counterparty]

Dear [Name of Counterparty]

**Consultancy Agreement**

I am writing to confirm details of the new work to be performed on behalf of Wellcome.

Full terms of the agreement concerning the provision of this work are set out below (the “**Terms**”).

If you have any queries about this letter or the Terms, in the first instance you should contact ....., xxxxxx@wellcome.org, who will be your point of contact at Wellcome for the purpose of this agreement (**Wellcome Contact**).

If you are happy to accept these Terms, please sign and date below.

Yours sincerely,

Name:

Title:

Date:

**For and on behalf of The Wellcome Trust Limited (as trustee of the Wellcome Trust)**

I acknowledge receipt and accept the terms of this Agreement.

Signed:

Date:

Name:

Title:

**PARTIES**

- (1) **THE WELLCOME TRUST LIMITED**, a charitable company limited by guarantee incorporated in England and Wales (company number 2711000) (as trustee of the **Wellcome Trust** (a registered charity with number 210183)) ("**Wellcome**")
- (2) **[NAME]** of **[address]** ("**Supplier**" or "**you**")

**1 DOCUMENTS FORMING AGREEMENT AND DEFINITIONS**

1.1 The agreement (**Agreement**) between you and Wellcome shall comprise:

- (i) these Consultancy agreement Terms;
- (ii) the letter accompanying these Terms; and
- (iii) any Schedule, including any Data Protection Schedule, or Appendix to these Terms.

1.2 The following terms shall have the applicable meanings given to them:

**Business Day:** a day other than a Saturday, Sunday or public holiday in England when banks in London are closed for business, excluding days nominated by Wellcome on reasonable notice for planned closure of its offices.

**Force Majeure Event:** means: any circumstances beyond the reasonable control of either Party and which occur after the date of the Agreement (or, if earlier, the date on which the Supplier commenced providing the Services) and whose effects are not capable of being overcome without causing unreasonable expense or loss to the Party affected. Force Majeure will include but not be limited to: war and other hostilities, riots, fire, flood, earthquake or other natural disaster or act of God, civil disturbance, terrorist activity, interruption or failure of utility service, disease epidemic or pandemic. For the avoidance of doubt, voluntary closure of Wellcome or a Wellcome group company's premises as a result of a Force Majeure Event shall itself constitute a Force Majeure Event to the extent that such closure inhibits performance of obligations under this Agreement. A Force Majeure Event will not include any industrial action occurring within the Supplier's (or any sub-contractor of the Supplier) organisation.

**Harm:** means any sexual harassment; abuse and exploitation; negligent treatment; physical or emotional abuse; bullying or harassment; health and safety; commercial exploitation; extremism and radicalisation; forced marriage; child trafficking; female genital mutilation; discrimination on any of the grounds in the Equality Act 2010; people targeting Wellcome; a culture that may allow poor behaviour; and / or people abusing a position of trust;

**IP Rights:** patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

**Safeguarding Incident:** means any allegation(s) (or actual instance(s)) of harm, abuse or misconduct in relation to, or any incident that may (or does) put at risk, an individual involved as part of this Agreement.

## **2 PROVISION OF SERVICES AND TERM**

- 2.1 You agree to provide the services necessary to deliver the project (**Project**) set out in Appendix 1 of this Agreement (the Services) to Wellcome. You shall:
- (i) provide the Services with all due care, skill and ability
  - (ii) promptly give to Wellcome all such assistance, information and reports as Wellcome may reasonably require in connection with matters relating to the provision of the Services.
- 2.2 You will provide the Services to us from the date this contract is signed until the Project is completed or until XX/XX/XXXX whichever is earlier, unless this Agreement is terminated as provided below or by either party giving to the other not less than 1 week weeks' prior written notice.
- 2.3 You shall comply with all reasonable standards of safety and comply with Wellcome's health and safety procedures from time to time in force when providing the Services at Wellcome or your premises and report to Wellcome any unsafe working conditions or practices. Where the Services need to be performed at a third party's premises, you shall comply with the health and safety procedures in place at that respective premise.
- 2.4 You shall comply with the following policies: Wellcome's Bullying, Harassment and Sexual Harassment Policy, and Speak Up Policy and any other policies relevant to independent contractors notified by Wellcome from time to time and as they are updated from time to time.
- 2.5 You have no authority (and shall not hold yourself out as having authority) to bind Wellcome, unless we have specifically permitted this in writing in advance.
- 2.6 In obtaining the Agreement, you warrant that neither you nor any of your personnel has done, and in performing your obligations under the Agreement, shall not do, any act or thing, or engage in any conduct that contravenes any Wellcome policy, standards or guidelines, including but not limited to Wellcome's Bullying, Harassment and Sexual Harassment Policy, or any applicable laws and/or regulations, including but not limited to the Bribery Act 2010, the Equality Act 2010 and the Modern Slavery Act 2015.

## **3 SAFEGUARDING**

- 3.1 In the course of providing the Services the Supplier undertakes to:
- (a) exercise all reasonable due diligence in relation to monitoring for and being aware of any Safeguarding Incident(s);
  - (b) immediately inform Wellcome in writing upon becoming aware of or being informed of any Safeguarding Incident(s); and
  - (c) provide all assistance reasonably requested by Wellcome in relation to any Safeguarding Incident(s), including providing Wellcome with information required to enable Wellcome to complete its own risk assessment of any Safeguarding Incident(s) and satisfactorily report any Safeguarding Incident(s) to any regulator, supervisory authority, governmental agency or public authority (including the police or other enforcement authority) as may be required by law or best practice.

## **4 FEES AND EXPENSES**

- 4.1 In consideration of the provision of the Services, Wellcome shall pay you a fee of GBPXXXX exclusive of VAT upon completion of provision of the Services .
- 4.2 On written confirmation by Wellcome of the Services being completed to Wellcome's reasonable satisfaction, you shall submit to Wellcome an invoice which gives details of the Services that have been provided and the amount payable (plus VAT, if applicable).

- 4.3 Wellcome shall pay an invoice submitted in accordance with Clause 4.2, within 30 days of receipt.
- 4.4 You shall be responsible for all expenses incurred in the provision of the Services and no further payment is due to you in addition to the fee.
- 4.5 Where travel abroad is required in the course of this engagement, you shall be responsible for any necessary insurances, inoculations and immigration requirements.
- 4.6 We are entitled to deduct from any sums payable to you any sums that you may owe Wellcome at any time.

## **5 OTHER ACTIVITIES**

- 5.1 You may be engaged, employed, concerned or have a financial interest in any other business, trade, profession or other activity provided this does not cause a breach of your obligations under the Agreement, place you in a conflict of interest with Wellcome or conflict in any way with your provision of the Services to Wellcome.

## **6 CONFIDENTIAL INFORMATION AND WELLCOME PROPERTY**

- 6.1 During the term of your engagement under this Agreement and following its termination, you shall not use or disclose to any third party (and shall use your best endeavours to prevent the publication and disclosure of) any Confidential Information. For the purposes of this Clause, "**Confidential Information**" means any information (in whatever format) or matter which is not in the public domain and which relates to the business or affairs of Wellcome, any Wellcome group company or any of their business contacts, or to any other confidential matters which may come to your knowledge when providing the Services including but not limited to information that you create, develop, receive or obtain in connection with this engagement, whether or not such information (if in anything other than oral form) is marked confidential.
- 6.2 The restriction in Clause 6.1 does not apply to:
- (i) any use or disclosure authorised by Wellcome or as required by law;
  - (ii) any information which is already in, or comes into, the public domain otherwise than through your unauthorised disclosure;
  - (iii) doing or saying anything that is required by HMRC or a regulator, ombudsman or supervisory authority;
  - (iv) whether required to or not, making a disclosure to, or co-operating with any investigation by, HMRC or a regulator, ombudsman or supervisory authority regarding any misconduct, wrongdoing or serious breach of regulatory requirements (including giving evidence at a hearing);
  - (v) complying with an order from a court or tribunal to disclose or give evidence;
  - (vi) a disclosure which amounts to a protected disclosure within the meaning of section 43A of the Employment Rights Act 1996;
  - (vii) reporting a suspected criminal offence to the police or any law enforcement agency or co-operating with the police or any law enforcement agency regarding a criminal investigation or prosecution;
  - (viii) a disclosure for the purposes of reporting misconduct, or a serious breach of regulatory requirements, to any body responsible for supervising or regulating the matters in question; or
  - (ix) a disclosure to the Equality and Human Rights Commission.
- 6.3 All data, documents, books, manual, materials, records, correspondence, papers and information (on whatever media and wherever located) relating to the business or affairs of Wellcome or any group company or its or their business contacts and any keys, hardware, software and equipment that may come into your possession when providing the Services

and all Wellcome Data remain the property of Wellcome (“**Wellcome Property**”). For the purposes of this Clause, “**Wellcome Data**” means any and all data in any format to which you obtain access in the course of providing the Services, including all information derived from such data which is in your possession or under your control outside Wellcome’s premises.

## **7 DATA PROTECTION**

- 7.1 In the course of providing the Services, where you are handling and/or using Personal Data (as defined in the Data Protection Schedule attached to these Terms), provided by or on behalf of Wellcome or otherwise accessed or obtained in the course of providing the Services, the terms of the Data Protection Schedule attached shall apply.
- 7.2 For the purposes of business operations, the administration and management of your engagement and legal compliance, Wellcome and its duly authorised agents will need to process the Individual’s Personal Data) both electronically and manually. A more detailed explanation of this processing is set out in Wellcome’s Privacy Statement available on Wellcome’s website.
- 7.3 To ensure compliance with relevant laws and to protect its workers and business, Wellcome may monitor, intercept, review and access the Individual’s use of its communication facilities, as applicable. Communications and activities on Wellcome equipment and premises cannot be presumed to be private.

## **8 INTELLECTUAL PROPERTY**

- 8.1 You will not, in performance of this Agreement, do anything to bring the reputation of Wellcome, or any of Wellcome’s trademarks, whether registered or unregistered, into disrepute.
- 8.2 On entering into this Agreement, you assign to Wellcome all IP Rights arising from the Services. You agree promptly to execute all documents and do all acts as may, in Wellcome’s opinion, be necessary to give effect to this Clause 8.
- 8.3 On entering into this Agreement, you irrevocably waive all moral rights under the Copyright, Designs and Patents Act 1988 (and all similar rights in other jurisdictions) which you have or will have in any works.
- 8.4 You confirm that you are able to grant the rights set out at clause 8.2. Furthermore, you undertake that the outputs of the Services will be your own original works and (save where the incorporation of specific third party materials has been agreed by Wellcome in writing) will not be copied wholly or substantially from any other source, and will not and do not breach the privacy, confidentiality or other statutory or common law rights or IP Rights of any third-party.
- 8.5 You warrant that you will secure all third-party permissions and releases necessary to grant the rights set out in clause 8.2 above to Wellcome and have made or will make in a timely manner all payments due to any third parties necessary to enable Wellcome to exercise the rights granted to us herein. You hereby acknowledge that Wellcome shall not be liable for any such payments.
- 8.6 You agree to indemnify Wellcome and keep it indemnified at all times against all or any costs, claims, damages or expenses incurred by Wellcome, or for which Wellcome may become liable, with respect to any intellectual property infringement claim or other claim relating to the Services. Wellcome may at its option satisfy such indemnity (in whole or in part) by way of deduction from any payments due to you.

## **9 INSURANCE AND LIABILITY**

You shall have personal liability for and shall indemnify Wellcome and any group company for any loss, liability, costs (including reasonable legal costs), damages or expenses arising from any breach by you of the Agreement including any negligent or reckless act, omission

or default in the provision of the Services and shall maintain in force adequate insurance cover with reputable insurers. You shall provide Wellcome with evidence of such insurance cover on reasonable request.

## **10 TERMINATION**

10.1 Notwithstanding the provisions of clause 2.2, Wellcome may at any time terminate your engagement under this Agreement with immediate effect with no liability to make any further payment to you (other than for any accrued fees or expenses (as applicable) at the date of termination) if at any time:

- (i) you commit any serious or repeated breach of any of the provisions of the Agreement;
- (ii) you are, in Wellcome's reasonable opinion, negligent or incompetent in the performance of the Services, or fail to remedy any default in providing the Services, or could bring Wellcome into disrepute by continuing to perform the Services;
- (iii) you are in breach of your obligation under Clause 2 of this Agreement to comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption, including, but not limited to, the Bribery Act 2010;

10.2 Wellcome's rights under this Clause are without prejudice to any other rights that it might have at law to terminate the Agreement or to accept any breach of this Agreement on your part as having brought the Agreement to an end. Any delay by Wellcome in exercising its rights to terminate shall not constitute a waiver of those rights.

## **11 OBLIGATIONS ON TERMINATION**

Any Wellcome Property, as defined in Clause 6.3, that is in your possession shall be returned to Wellcome at any time on request and in any event on or before the termination or expiration of this Agreement. Any Wellcome Data (as defined in Clause 6.3) that is in your possession shall, at Wellcome's option, be either returned to Wellcome or irretrievably deleted or destroyed on or before the termination or expiration of this Agreement.

## **12 STATUS**

12.1 You will be an independent contractor and nothing in this Agreement shall render you an employee, worker, agent or partner of Wellcome or any group company and you shall not hold yourself out as such.

12.2 This Agreement constitutes a contract for services and not a contract of employment and accordingly you shall be fully responsible for and indemnify Wellcome or any group company against any liability, assessment or claim for:

- (i) any income tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with either the performance of the Services or any payment or benefit made or provided in respect of the Services, where such recovery is not prohibited by law, together with all reasonable costs, expenses and any penalty, fine or interest incurred or payable by Wellcome or any group company in connection with or in consequence of any such liability, deduction, contribution, assessment or claim other than where the latter arise out of Wellcome's negligence or wilful default; and
- (ii) any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by you or any permitted Substitute (if appropriate) against Wellcome arising out of or in connection with the provision of the Services.

- 12.3 Wellcome may at its option satisfy such indemnity (in whole or in part) by way of deduction from payments due to you.
- 12.4 The terms of this Agreement are subject to us receiving the following (unless you have previously provided these to us and the details are unchanged): **If you are subject to UK taxes and resident in the UK:** (i) your National Insurance number and such other information as we may reasonably require for verification of your self-employment status; (ii) your VAT registration number and a copy of your VAT registration certificate (where applicable). **If you are not subject to UK taxes and resident outside of the UK:** we will need evidence that you are registered for taxation in the country where you are resident (for example, your tax ID number or social security number, and confirmation of country of issue). It is your responsibility to account for any applicable taxes in your country of residence in respect of any fees and/or expenses (as applicable) received under this Agreement

### **13 VARIATION**

- 13.1 This Agreement may only be varied by a document signed by the parties (or their authorised representatives).

### **14 GOVERNING LAW AND JURISDICTION**

- 14.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 14.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

### **15 THIRD PARTY RIGHTS**

- 15.1 The parties acknowledge that Wellcome has entered into this Agreement for the benefit of itself and each of its group companies. Any group company of Wellcome is able to enforce any term of this Agreement as if it were a party to the Agreement.
- 15.2 Except as expressly provided in this Clause, a person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.
- 15.3 The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this Agreement are not subject to the consent of any other person.

### **16 FORCE MAJEURE**

- 16.1 Neither party shall be in breach of the Agreement nor liable for delay in performing, or failure to perform, any of its obligations under the Agreement if such delay or failure results from a Force Majeure Event. In such circumstances the affected Party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for ten (10) Business Days, the Party not affected may terminate the Agreement by giving five (5) Business Days written notice to the affected Party.

**APPENDIX 1 - [PROJECT AND] SERVICES**

**Brief Description of Project:**

**Location of Service:**

**Milestone reporting procedures :**

**Milestones**

Title	Delivery Deadline	Description of Service
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**Any other information :**





## DATA PROTECTION SCHEDULE

### 1 DEFINITIONS

1.1 In this Schedule, the following terms shall have the applicable meanings given to them.

“**Controller**” (or “**data controller**”), “**Processor**” (or “**data processor**”), “**Data Subject**”, “**international organisation**”, “**Personal Data**” and “**processing**” all have the meanings given to those terms in DP Laws (and related terms such as “**process**” shall have corresponding meanings);

“**DP Laws**” means any law, enactment, regulation, regulatory policy, by law, ordinance or subordinate legislation relating to the processing, privacy, and use of Personal Data, which may include: (i) the Privacy and Electronic Communications (EC Directive) Regulations 2003 and any laws or regulations implementing Council Directive 2002/58/EC (ePrivacy Directive); and (ii) the General Data Protection Regulation of the European Parliament repealing Directive 95/46/EC (“**GDPR**”), and/or any corresponding or equivalent national laws or regulations, once in force and applicable, including in the UK, the Data Protection Act 2018 and the “UK GDPR” as defined in the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019;

“**Protected Data**” means Personal Data processed by the Supplier on behalf of Wellcome being information that is received from or otherwise obtained or created in connection with the performance of the Supplier’s obligations under this Agreement;

“**Services**” means any and all services to be provided by the Supplier under this Agreement; and

“**Supervisory Authority**” means any local, national or multinational agency, department, official, parliament, public or statutory person or any government or professional body, regulatory or supervisory authority, board or other body responsible for administering DP Laws.

To the extent that a term of this Schedule requires the performance by a party of an obligation ‘in accordance with DP Laws’ (or similar), this requires performance in accordance with such DP Laws as are in force and applicable at the time of performance and, if the relevant obligation is not then a requirement under applicable DP Laws, it shall not apply until such time as it is so required.

### 2 OBLIGATIONS OF THE PARTIES

2.1 For Protected Data, Wellcome shall be the Controller and the Supplier shall be the Processor. Each party shall comply with DP Laws and its relevant obligations under this Schedule.

2.2 Where the Supplier processes Protected Data on behalf of Wellcome, the Supplier shall:

2.2.1 (and shall procure that any person acting under its authority who has access to Protected Data shall) process the Protected Data only on and in accordance with Wellcome’s documented instructions (“**Processing Instructions**”); and

2.2.2 immediately inform Wellcome of any legal requirement under applicable law that would require the Supplier to process the Protected Data otherwise than only on the Processing Instructions; and

2.2.3 immediately inform Wellcome if any Processing Instructions infringe DP Laws.

2.3 The Supplier shall implement and maintain appropriate technical and organisational measures in relation to the processing of Protected Data by or on behalf of the Supplier:

2.3.1 such that the processing of the Protected Data will meet the requirements

of DP Laws and ensure the protection of the rights of Data Subjects; and

2.3.2 so as to ensure a level of security in respect of Protected Data processed by it is appropriate to the risks that are presented by the processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Protected Data transmitted, stored or otherwise processed.

2.4 The Supplier shall not engage another Processor to perform processing activities in respect of the Protected Data on behalf of Wellcome without Wellcome’s prior written consent and, if Wellcome gives its consent, the Supplier shall appoint the sub-Processor under a binding written contract (“**Processor Contract**”) which imposes the same data protection obligations as are contained in this Schedule on the sub-Processor. The Supplier shall, where that sub-Processor fails to fulfil its data protection obligations in accordance with the Processor Contract, remain fully liable to Wellcome for the performance of that sub-Processor’s obligations.

2.5 The Supplier shall ensure that Supplier personnel processing Protected Data have signed agreements requiring them to keep Protected Data confidential, and take all reasonable steps to ensure the reliability of Supplier personnel processing Protected Data, and that Supplier personnel processing Protected Data receive adequate training on compliance with this Schedule and DP Laws applicable to the processing.

2.6 The Supplier shall implement and maintain appropriate technical and organisational measures to assist Wellcome in the fulfilment of Wellcome’s obligations to respond to any Data Subject requests relating to Protected Data.

2.7 The Supplier shall provide reasonable assistance, information and cooperation to Wellcome to ensure compliance with Wellcome’s obligations under DP Laws with respect to: (i) security of processing; (ii) notification by Wellcome of breaches to a Supervisory Authority or Data Subjects; and (iii) data protection impact assessments and prior consultation with a Supervisory Authority regarding high-risk processing.

2.8 The Supplier shall not transfer any Protected Data to any country outside the United Kingdom or European Economic Area or to any international organisation without Wellcome’s prior written consent and appropriate safeguards being in place in accordance with DP Laws.

2.9 In accordance with DP Laws, The Supplier shall allow for and contribute to audits, including inspections, conducted by Wellcome or another auditor mandated by Wellcome for the purpose of demonstrating the Supplier’s compliance with its obligations under DP Laws and this Schedule.

2.10 The Supplier shall notify Wellcome of any Personal Data Breach (actual or suspected) without undue delay (but in any event within twenty four (24) hours after becoming aware of the breach) and with such details relating to the breach as Wellcome reasonably requires. “**Personal Data Breach**” means a breach of security or other action or inaction leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Protected Data.

2.11 The Supplier shall, without delay and on Wellcome’s written request, either securely delete or return all the Protected Data to Wellcome after the end of the provision of the relevant Services related to processing.

2.12 [The Supplier shall indemnify and keep indemnified Wellcome and each Wellcome Group Company in respect of all DP Losses suffered or incurred by, awarded against or agreed to be paid by Wellcome or a Wellcome Group Company, arising from or in connection with the Supplier acting outside or contrary to Wellcome’s lawful instructions or any breach by the Supplier of its obligations under this Schedule. “**DP Losses**” means all liabilities, including:

- (i) costs (including legal costs), claims, demands, actions, settlements, charges, procedures, expenses, losses and damages; and to the extent permitted by applicable law: and
- (ii) administrative fines, penalties, sanctions, liabilities or other remedies imposed by a Supervisory Authority or any other relevant regulatory authority;
- (iii) compensation to a Data Subject ordered by a Supervisory Authority, court or other tribunal of competent jurisdiction; and
- (iv) the costs of compliance with investigations by a Supervisory Authority or any other relevant regulatory authority.

**DATA PROTECTION ANNEX**

**16.1.1.1 SUBJECT-MATTER OF PROCESSING:**

[subject matter of processing]

**16.1.1.2 DURATION OF THE PROCESSING:**

[duration of processing]

**16.1.1.3 NATURE AND PURPOSE OF THE PROCESSING:**

[nature and purpose of processing]

**16.1.1.4 TYPE OF PERSONAL DATA:**

**16.1.1.5 CATEGORIES OF DATA SUBJECTS:**

**16.1.1.6 ADDITIONAL INSTRUCTIONS**

**16.1.1.7 METHOD OF SHARED DATA TRANSFER AND RECIPIENT MINIMUM SECURITY MEASURES**

[method of personal data transfer]