

# RadHR Associates

## Contract Agreement

This agreement is made between RadHR Limited  
(registered office: 6 Denbigh St, Bristol, BS2 8XG)

and

[NAME]

[ADDRESS]

[EMAIL ADDRESS]

### 1. Scope

This contract provides the overarching framework for services which the Associate may be requested to carry out from time to time. Specific services to be agreed by additional written agreement between RadHR ('We'/'us') and the Associate ('you').

This contract doesn't involve any work commitments from either of us, unless specific responsibilities are agreed, as outlined in Section 2.

By signing this contract we all agree that we will work together according to RadHR's guiding [principles](#).

### 2. Nature of Service

To provide services in the following areas:

[Areas of work]

Specific work plans will be agreed between us in writing (email is sufficient), and will include but are not limited to:

- Day rate according to the [RadHR Pay Policy](#)
- No. of days payable
- Deliverables
- Dates work to be carried out
- Debrief carried out post-activities
- Payable expenses (such as workshop materials) if any
- Payable travel time and associated costs
- Specific invoicing and payment terms

### 3. Pay

Your day rate will be set in accordance with the [RadHR Pay Policy](#). You can do this on your own, or with the support of a member of the RadHR Core Team. The total fee for any specific work will be calculated at this rate, based on the number of days involved and agreed in writing, as per Section 2.

If your circumstances change and these changes are likely to affect your day rate, it is your responsibility to email RadHR about it, otherwise any future fee agreements will be calculated at the previously-agreed rate.

Payments will be made on a monthly basis, or on completion of activities (as agreed between us) when we've received your invoice.

If the days required for a particular piece of work appear to be going beyond the time/budget allocated, you should let us know as soon as you can and we can assess if there are ways to either reduce your workload or increase the fees available in the Section 2 agreement.

The relationship between RadHR and you is that of an “independent contractor” which means that you are not RadHR's employee. As this is not an employment contract, you will be fully responsible for all of your own tax (including any National Insurance contributions) arising from agreed work with RadHR.

### 4. Travel Costs

RadHR will cover reasonable travel costs necessary for the completion of the activities, with a strong preference for utilising public transport, when available, if not at odds with your access needs.

### 5. Cancellation & Postponement

If RadHR has to cancel any agreed activities before the agreed delivery date, you may be entitled to a cancellation payment. This will depend on both the amount of cancellation notice given by RadHR and the no. of days of work affected by the cancellation.

You can calculate the appropriate cancellation payment using the table below:

CANCELLATION PAYMENTS	Cancellation notice given:		
	30 days or less	30–45 days	45+ days
No. of days affected:			
10 or more	100% of fee	50% of fee	Nothing
4 to 9	75% of fee	25% of fee	Nothing
3 or less	50% of fee	Nothing	Nothing

If *you* are unable to fulfil any agreed activity, no fee will be payable, but RadHR will pay you for any work undertaken as part of your activities up to that point. You will need to tell us immediately that you are unable to fulfil the contract and explain why.

If agreed activities are postponed (e.g. a workshop date is rescheduled) we will try our best to reach agreement on how to proceed. If no agreement can be reached, or you are not in a position to complete the work as a result of the postponement, the work will be considered cancelled.

## **6. Conflict of Interest**

You will do everything you can to prevent, avoid and resolve any conflict of interest.

There is a conflict of interest where the work of anyone under this Contract is compromised for reasons involving family, emotional life, political or national affinity, economic interest or any other shared interest with another party.

We recognise that aspects of your work and our work are likely to overlap in a range of ways. If you think any of your work with RadHR may involve a conflict of interest, you should organise a call with the Core Team to make a plan to address it together.

Where the conflict of interest arises from the RadHR Core Team (your relationship to one of us), we will work with you to make a plan for how to best mitigate any conflicts of interest together.

## **7. Confidentiality**

Any confidential information you gain through doing work with RadHR, cannot be shared with others for your own benefit. This applies to both confidential internal RadHR information (budgets, funder contacts, etc), and confidential information that is disclosed by external groups that you are working with (for example, in a workshop setting). It does not apply to information that is already publicly available.

Confidential information means all information specifically designated as confidential by RadHR or external groups, or information that, if disclosed, would cause RadHR or the external groups harm or otherwise compromise them or their interests. This confidentiality also applies after completion of the work or termination of this contract.

If, in a certain situation, anything relating to the duty to respect confidentiality is unclear, you should ask us.

## **8. Liability**

RadHR will accept reasonably foreseeable liabilities for legal issues arising from the work done in the name of RadHR, except in the event of wilful misconduct or gross negligence on your part (i.e. if you've done something really bad, especially if it was on purpose).

It is recommended that you have Public Liability Insurance if the services listed in Section 2 involve any work away from your normal workplace (e.g. delivering a workshop in another city or facilitating an in-person meeting).

## **9. Intellectual Property**

Any intellectual property (including but not limited to copyright and industrial property rights), for materials produced through this work will be owned jointly by you and RadHR, provided it is made available under Creative Commons license. RadHR will hold an unlimited right to use, assign, transfer or licence any such rights to others without making any additional payments to you. You will have the same rights for any new materials produced under this contract.

RadHR publishes work under a Creative Commons licence and we require Associates to do the same for any work created together.

Any intellectual property rights owned by either the Associate or RadHR prior to the contract and used in delivery of the work are retained by those who owned them before.

This may be amended with agreement in writing as part of the details of activities in Section 2.

## **10. Force Majeure**

‘Force majeure’ means an exceptional circumstance or event beyond the control of a party, which means they cannot deliver the work or a part of it, where it was not due to error or negligence on their part or on the part of a subcontractor, and could not have been avoided by the exercise of due diligence.

Neither you or RadHR will be held in breach of contract if either of us have been prevented from doing the work described in Section 2 by force majeure. If you are unable to perform contractual obligations due to force majeure, you will have the right to remuneration only for activities delivered.

If either you or RadHR are faced with force majeure, we shall notify the other party right away, explaining the nature, likely duration and foreseeable effects.

## **11. Subcontracting**

You cannot subcontract any tasks under this contract without prior written consent from RadHR. This is a contract with you, not someone else.

## 12. Termination

RadHR may immediately terminate this contract, recover all money paid to you relating to this work and potentially take further action, if:

- You are in breach of Section 11 on Subcontracting, or Section 7 on Confidentiality;
- You are in breach of Section 6 on Conflict of Interest, by not having told RadHR of a situation that is or is likely to lead to a conflict of interest, or by not having done what we agreed to prevent, avoid or resolve such a conflict of interest;
- RadHR has evidence or seriously suspects you of professional misconduct; or
- You, after receiving formal notice in writing to comply, specifying the nature of the alleged misconduct, and after having been given the opportunity to address it within a reasonable period following receipt of the formal notice, remain in serious breach of your contractual obligation.

You and RadHR can both choose to terminate this contract, with 30 days' notice, if either party does not want to continue working together, pending agreement on the completion of work agreed under Section 2.

## 13. Applicable Law

This contract will be governed by and interpreted in accordance with the laws of England & Wales.

## 14. Dispute Settlement

In the event of any dispute between you and RadHR, we will negotiate in good faith (each party bearing their own costs) with an aim to achieving a timely resolution, proportionate to the issues in dispute and to save costs.

If we know we have done something wrong, but are in conflict about the details or the best course of action, RadHR may offer to cover all the costs associated with the dispute settlement (e.g. mediation), but this will be at our discretion.

## 15. Amendments

Any modification to this contract has to be in writing and be signed by you and RadHR to be valid, except where specific arrangements are agreed in writing (as per Section 2).

## 16. Contract Start

This contract will enter into force on the date when the last of the Parties sign.

## 17. Contract Length

This contract runs indefinitely from the date it has been signed by both parties.

If you work for RadHR for more than 1 day/week over a period of 3 months, or expect to work for more than 1 day/week in the next 3 months, you will qualify to join the Core Team, as per [RadHR's Core Team policy](#).

This contract is made in two originals: one for RadHR, one for the Associate.

As proof this Agreement has been entered into the day and year set out below:

On behalf of **RadHR Limited**

Date: [xx/xx/xxxx]

Name: [Core Team Member Name]

Position: Core Team Member

Signature:

**The Associate**

Date: [xx/xx/xxxx]

Name: [xxxxx]

Position: [xxxxxxxxx]

Signature: