

VENUE STAFF FREELANCE AGREEMENT

(Strictly Private and Confidential)

Date: ...01 Jan 2022....

Dear (Name.....)

Examinations Services, British Council, Myanmar

I am pleased to offer you the above venue staff freelance agreement within the Exams Test Centre at British Council, Yangon. This letter contains all the details relating to this arrangement, including pay, notice provisions etc., and should be read carefully as it forms the agreement between the British Council and yourself to provide services.

The Parties

This agreement is between (Name...../
Address
Email /Phone No.....)
and The British Council, Myanmar.

Start Date

The date of commencement of this arrangement with the British Council is 01 Jan 2022.

Duties

You have agreed to provide your services for the role of **Supervisor, Assistant Supervisor, Invigilator** and **Marshall** in line with the attached role description.

Terms of the Appointment

This appointment is on session rate basis and is expected to run until 31 Dec 2022 or until either party terminates the arrangement.

During this time, you will not be an employee of the British Council. The services you provide to the British Council are on an ad hoc and freelance basis. This means that whilst the British Council will try to give you as much notice as possible when offering work, there is no obligation on the part of the British Council to provide such work nor for you to accept any work so offered.

Conditions of Offer

This offer is subject to you providing satisfactory documentary evidence of your entitlement to provide services in Myanmar, in line with current immigration legislation, child protection checks, police checks and reference checks.

Location

The Examinations Services, British Council Myanmar have test centres in different location of Yangon. You will provide your services at such sites as the British Council may reasonably require.

Taking an Examination with the British Council

Under normal circumstances, while you are providing service to the British Council in this capacity, you will not be eligible to take an examination with the British Council. In case you are required to sit an exam administered by the British Council and no alternative is available, then you should seek the advice of the authorised personnel from British Council, Exams Services.

During your period of service, you should not be involved in similar work for any other organisation.

Training

You agree to attend/complete the mandatory training(s) for your role. You will not be able to commence your role until this is completed as per our policy.

British Council Systems and Property

This offer is subject to you agreeing to the Terms and Conditions of using British Council Systems and Property. All such Terms and Conditions will be presented for acceptance before providing you access to any System or Property.

Pay

Your rate of payment will be per hour in MMK and as per the rate from attachment (Invigilation Rate). The payment will be transferred to your bank account directly within one month from your work assignment.

The British Council also reserves the right to deduct any sums that are owed by you, including any overpayments.

Hours of Work

This post carries no fixed hours per week. Actual hours required will be communicated with you by our examinations services team.

Notice

The British Council requires a minimum of **one week** of termination of this arrangement, where you wish to cease this arrangement.

Where the British Council ceases to require your casual services you will be given one week's written notice.

Sickness Absence

There is no entitlement to payment during absence due to sickness. Where you are unable to work as arranged, due to sickness, you must inform the Exams Services British Council as soon as possible and no later than 3pm before the test day.

Intellectual Property (IP) rights

Any documents, related IP or items you produce as part of your service for the duration of this agreement, will stay with the BC.

Limitation of liability

The British Council shall incur no liability to you should you fail to accept opportunities to work. Under this service freelance agreement, you are not an employee and the policies and practices applicable for employees will not apply under this agreement.

Governing Law and Jurisdiction

This freelance agreement is governed by the law of Myanmar and is subject to the exclusive jurisdiction of the courts of Myanmar.

Code of Conduct and Policies

As this letter and the documents/Annexes it refers to constitute one agreement, by signing this agreement, you are agreeing to abide by the following:

- a. Annex 1 – Role Profile
- b. Annex 2 – British Council Examinations Services
Code of Practice – Venue Staff
- c. Annex 3 – Child Protection Code of Conduct
- d. Annex 4 – Child Protection Reporting Flow Chart (Supervisor's only)
- e. Annex 5 – Invigilation Rate

Signed on behalf of the **British Council**:

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Date:

PLEASE SIGN AND RETURN THE SECOND COPY OF THIS STATEMENT TO INDICATE YOUR ACCEPTANCE OF THIS ARRANGEMENT

Signed (Name):-

Date:-.....