

Service Level Agreement

Educational Collaboration Partnership Agreement

(1) The College: **BRADFORD COLLEGE**

(2) The School:

Date:

This Agreement is made on the date set out above subject to the terms set out in the schedules referred to below which are hereby incorporated into this Agreement by reference.

Purpose

This Agreement reflects the commitment of the parties to work in collaboration to raise the attainment and the opportunities for progression for young people in the parties' locality. In particular, this Agreement is intended to:

1. clarify the responsibilities of each of the parties for and to the Learners;
2. clarify the commitments and responsibilities of each of the parties in respect of the Programme; and
3. put in place policies and procedures to minimise the risk to Learners participating in the Programme.

Parties

This Agreement may be entered into by a LA, rather than a school, where the College is making provision for young people who are excluded or for other reasons are not attending or are not on the roll of a school. In these circumstances, all references in the Agreement to "School" shall be deemed to be references to the LA and the term "Learner" shall be construed accordingly.

Schedules

Schedule 1	Definitions used in this Agreement
Schedule 2	Terms relating to the provision of the Programme
Schedule 3	The Programme

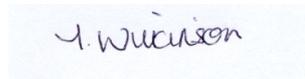
IN WITNESS whereof this Agreement has been entered into by the parties or their duly authorised representatives on the date set out above.

Signed by the duly authorised representative of the College

Name: Tracy Wilkinson

Signature

:



Position Curriculum Area Manager 14-
: 16 Alternative Provision

Date:

1/7/2022

Signed by the duly authorised representative of the School

Name:

Signature

:

Position

Date:

:

OR

Signed by the duly authorised representative of the LA

Name:

Signature

:

Position

Date:

:

SCHEDULE 1

DEFINITIONS USED IN THIS AGREEMENT

1.1 In this Agreement (except where the context otherwise requires) the following words shall have the following meanings:

“Agreement” means this Agreement together with the Schedules;

“College” means the Further Education College named on the front page of this Agreement;

“College’s Intellectual Property” means any intellectual property owned by the College including but not limited to the intellectual property held by the College in all materials and resources provided by the College for the Programme throughout the world for the full term of the rights concerned, whether or not registered and whether or not registrable, including without limitation copyright, database rights, patents, rights in inventions, know-how, and technical information, design rights, design patents, registered design, trademarks (including business and brand names, domain names, devices and logos) and the rights to apply for any of the foregoing anywhere in the world;

“College’s Representative” means the person nominated by the College as being responsible for the Programme and for liaising with the School in connection with the arrangements for the Programme;

“Fee” means the fee payable by the School to the College as specified in Schedule 3 in consideration of the provision by the College of the Programme for the Learners;

“Force Majeure” means, in relation to either party, any circumstances beyond the reasonable control of that party including (insofar as beyond such control but without prejudice to the generality of the foregoing expression), without limitation, any strike, lock-out or other form of industrial action, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or Act of God, difficulty or increased expense in obtaining workmen, materials, goods or raw materials in connection with the performance of this Agreement;

“LA” means the local authority named on the front page of this agreement (if any);

“Programme” means the course of study, training, instruction or education as further specified in Schedule 3 provided by the College in collaboration with the School (or the LA, as the case may be) for learners on the terms set out in this Agreement;

“Learner Progress Meeting” means each of the regular meetings to be held by the College and the School to review the progress of the Programme in accordance with clause 1.2 of Schedule 2;

“Quality Assurance Meeting” means an annual meeting to be held by the College and the school to review the quality and quality assurance systems of the programme in accordance with clause 3.1 of schedule 2.

“School” means the governing body of the secondary school named on the front page of this Agreement;

“School’s Intellectual Property” means any intellectual property owned by the School which relates to the Programme including but not limited to the intellectual property held

by the School in any materials or resources it provides, and other materials provided by the School throughout the world for the full term of the rights concerned, whether or not registered and whether or not registrable, including without limitation, copyright, database rights, patents, rights in inventions, know-how and technical information, design rights, design patents, registered design, trademarks (including business and brand names, domain names, devices and logos) and the rights to apply for any of the foregoing anywhere in the world;

“School’s Representative” means the person nominated by the School as being responsible for the Learners whilst they are participating in the Programme and responsible for liaising with the College in connection with the arrangements for the Programme; and

“Learner” means a pupil on the roll of the School who participates in the Programme.

1.2 In this Agreement (except where the context otherwise requires):

1.2.1 any reference to a clause is to the relevant clause of this Agreement and any reference to a sub-clause is to the relevant sub-clause of the clause in which it appears and any reference to a schedule is to a Schedule incorporated into this Agreement;

1.2.2 the clause headings are included for convenience only and shall not affect the interpretation of this Agreement;

1.2.3 use of the singular includes the plural and vice versa;

1.2.4 use of any gender includes the other gender;

1.2.5 any reference to “persons” includes natural persons, firms, partnerships, companies, corporations, associations, organisations, governments, states, foundations and trusts (in each case whether or not having separate legal personality);

1.2.6 any reference to a statute, statutory provision or subordinate legislation (“legislation”) shall (except where the context otherwise requires) be construed as referring to such legislation as amended and in force from time to time and to any legislation which re-enacts or consolidates (with or without modification) any such legislation [provided that, as between the parties, no such amendment or modification shall apply for the purposes of this Agreement to the extent that it would impose any new or extended obligation, liability or restriction on, or otherwise adversely affect the rights of, any party.

1.3 In the event of any conflict between the provisions set out in Schedule 2 and the provisions set out in Schedule 3, the provisions set out in Schedule 3 shall prevail.

SCHEDULE 2

TERMS RELATING TO THE PROVISION OF THE PROGRAMME

1 The Programme

- 1.1 In consideration of the Fee, the College shall provide the Programme for Learners.
- 1.2 The College and School shall hold a **Learner Progress Meeting no less than once every term** to discuss the delivery of the Programme by the College including, without limitation, problems (if any) encountered in delivering the Programme, the results of the monitoring process referred to in clause 3.1, feedback and other comments received from the learners or their parents or guardians about the Programme and suggestions for amendments or improvements to the Programme. Each Learner Progress Meeting shall be attended by the College's Representative and the School's Representative and such other of the College's and School's staff as are required to be present to discuss the items appearing on the relevant Progress Meeting's agenda.

2 Curriculum and qualifications

- 2.1 The School shall be responsible for ensuring that:
 - 2.1.1 the curriculum being followed as part of the Programme meets the Key Stage 4 or other applicable statutory requirements; and
 - 2.1.2 if the Programme leads to any external qualification, that qualification is approved by the Secretary of State for learners in the same age group as the learners (either on the basis that the qualification has been approved by the Secretary of State generally or on the basis that the qualification is approved pursuant to section 96 of the Learning and Skills Act 2000).
- 2.2 If the Programme does not lead to any external qualification, it is for the School to decide, in consultation with each learner and his or her parent or guardian, whether it is appropriate for that learner to participate in the Programme.
- 2.3 Where the learner requires specialist equipment (e.g. PPE) this will be provided by the College at an additional fee as outlined in the prospectus.

3 Quality Assurance

- 3.1 A **QA meeting** will be held no less than once per year where the quality monitoring processes undertaken by the school and College will be discussed. Attendance at this meeting by the school and College form part of the agreement.
- 3.2 The quality of provision of the Programme shall be monitored using the College's course review and evaluation procedures for 14-16 provision. The College shall share with the School the results of this monitoring process at the QA meeting outlined at 3.1.
- 3.3 The school is encouraged to undertake quality monitoring of the provision and are able to do this at any time. The results of this monitoring are to be shared in the QA meeting outlined at 3.1.

3.4 The School and the College shall work together collaboratively when any Ofsted inspection in respect of the Programme takes place.

4 Consent of parent or guardian

4.1 The College shall not be obliged to accept any learner onto the Programme before the College has received signed copies of the referral form from the School and the application form from the parent or carer.

4.2 Before seeking the consent of the learner's parent or guardian, the School shall notify the learner and the learner's parent or guardian in writing of the nature of and arrangements for the Programme. Such written notification shall, as a minimum, contain the following information in respect of the Programme:

4.2.1 the nature of the course of study to be followed or training to be given (including topics to be covered and indicative teaching methods);

4.2.2 Arrangements made for the supervision of the learner both during formal teaching time and at other times, such as during lunchtime and any "free period" or "private study" time; (the College may wish to point out that the College is an adult environment and that, as such, it does not supervise its learners to the same extent as a school.)

4.2.3 arrangements for any visits, work placements or other off-site activities forming part of the Programme;

4.2.4 arrangements (if any) for travel between the School and the College and to and from any off-site location used in the provision of the Programme;

4.2.5 the nature of the external qualification or other certification and the nature of any assessment;

4.2.6 arrangements in respect of the learner's health, safety and welfare (including any anti-bullying policy or disciplinary procedures);

4.2.7 the name and contact details of the School's Representative;

4.2.8 the name and contact details of the College's Representative;

4.2.9 the arrangements between the School and the College for reporting absences of any learner participating in the Programme;

4.2.10 any information which the School intends to pass to the College in respect of the learner's medical requirements (including information about allergies, medication or procedures to be followed in the case of emergency), mental health issues, disability or other similar issues such as dyslexia or dyspraxia; and

4.2.11 any information which the School intends to pass to the College in respect of the learners education records (including latest report and SATs scores), special educational needs, behavioural difficulties or past convictions.

4.2.12 any additional information regarding additional support including pupil premium and EHCP funding

4.2.13 if the learner is entitled to free school meals, the school is to provide the funding (£3.50 per day) and the College will provide the meal.

- 4.3 The School shall only pass the information referred to in sub-clauses 4.2.10 and 4.2.11 above to the College if the learner and/or his or her parent or carer (*as the case may be*) explicitly consent to the School passing such information to the College.
- 4.4 Parental consent may also be sought for the capturing of images of the learner for promotional purposes

5 Fees and reservation of places

- 5.1 The fee payable by the School/Local Authority to the College is specified in the College prospectus. Where the fee is stated to be a fixed sum per learner, the total fee payable will be the fee per learner specified in the College prospectus multiplied by the number of learners for whom the School has reserved places on the Programme or the number of learners who actually attend the Programme, whichever is the greater.
- 5.2 The fee shall be payable by the School/Local Authority in full for the academic year. The College shall invoice the School for the fee six-weeks after the learners start date, School shall make payment within 30 days after receipt of the College's invoice. The fee stated in the College prospectus is exclusive of VAT. Where VAT is payable, the College shall submit to the School a VAT invoice.
- 5.3 Places on the Programme should be reserved by the School no later than the end of the July immediately prior to the start of the academic year. Where learners have attended the Programme for six weeks the School shall be charged the fee for the whole academic year or, where the Programme is shorter than an academic year, for the full Programme. A nominal fee of £500 will be charged for any learner who does not remain on the programme after six weeks.
- 5.4 In normal circumstances, a learner may only join the Programme at the beginning of an academic year (that is, within the first four weeks of the academic year) or at the beginning of any subsequent term or at the beginning of the Programme (where the Programme is shorter than an academic year).
- 5.5 **Pupil Premium** – If the school is in receipt of pupil premium monies for a learner then the monies for that learner will be passed on in full for that learner. The College will provide additional activity and evidence of the use of the pupil premium funding to the school at the termly pupil progress meeting.
- 5.6 **EHCP** – if the school is in receipt of EHCP funding for a learner then the monies as outlined in Section J of the plan, will be passed on in full to the College. The College will provide additional support and evidence of the use of the EHCP funding/support to the school at the termly pupil progress meeting.
- 5.7 **Free School Meals** – if the learner is in receipt of a free school meal, the College will be paid a free school meal payment of £3.50 per learner, per day, and the meal will be provided by the College.

6 Supervision of Learners

- 6.1 It is the responsibility of the School to carry out its own assessment of the risks to the health, safety and welfare of learners participating in the Programme. The School should carry out a risk assessment before the commencement of the Programme and at regular intervals thereafter. The School should discuss the

results of its risk assessment with the College and, where appropriate, with the learners' parents or guardians.

- 6.2 The College supervises learners during break and lunch time.
- 6.3 In all cases where supervision is required, it is provided by an approved adult who has been police-checked in accordance with the then prevailing legislation and guidelines. The College shall use its reasonable endeavours to ensure that no adult (whether a member of the College's staff or a learner at the College) who has not been police-checked shall have substantial unsupervised access to any learner whilst the learner is on the College's premises to participate in the Programme.
- 6.4 The College's policy and procedures for dealing with bullying shall be followed. These are captured under the Anti-Bullying and Harassment Policy and Procedures for learners which are available on the College's website.
- 6.5 Before the start of each Programme, the College shall arrange an induction session for all learners and relevant members of the School's staff to explain, amongst other things, the College's health and safety requirements, discipline policy and complaints procedure, and introduce key College contacts.

7 Attendance

- 7.1 The College will report attendance for discreet learners at the start of each day to the school attendance office and will notify of any changes during the day. Parents are contacted at the start of the day and again are notified if at any point in the day there are changes (i.e. late arrivals/leaving early). Full-time infilled learners are reported on a weekly basis to the attendance officer, usually the Monday for the previous week.
- 7.2 The provisions set out in this clause 7 are minimum terms only and the School and the College may agree further measures in relation to monitoring the attendance of all or any of the learners.

8 Withdrawal of Learners from the Programme

- 8.1 The College may withdraw a learner from the Programme in accordance with the terms of the disciplinary policy notified to the learner and his or her parent or guardian and the School in accordance with clauses 4.2.6.
- 8.2 The School may withdraw a learner from the Programme if, following consultation with the College, either School or College is of the opinion the Programme does not adequately meet the learner's educational needs.
- 8.3 Notwithstanding clauses 8.1 and 8.2, the School and the College may agree to withdraw any learner from the Programme at any time.

9 Learners with disabilities or medical requirements

- 9.1 The School shall inform the College in writing of any disability (as defined in the Disability Discrimination Act 1995) and of the medical requirements of any of the learners including where learners have been diagnosed with Attention Deficit Hyperactivity Disorder (ADHD) and Autistic Spectrum Disorders (ASD) (subject to the learner and/or his or her parent or guardian consenting to the disclosure of such information to the College in accordance with clause 4.3 above). If the

School knows that the learner has special medical needs but the learner or his or her parent or guardian refuses to give the School consent to disclose the relevant information to the College, the School shall not reserve a place on the Programme for that learner

- 9.2 Subject always to the College's legal obligations under the Disability Discrimination Act 1995, if the College has concerns about its ability to meet the learner's needs arising out of his or her medical requirements or disability, the School, College, learner and his or her parent or guardian shall discuss what special arrangements or reasonable adjustments to the College's standard arrangements are necessary to enable the learner to participate in the Programme.

10 Intellectual Property and the use of the College's name and logo

10.1 The parties agree that:

10.1.1 the College's Intellectual Property is and shall remain the property of the College;

10.1.2 the School's Intellectual Property is and shall remain the property of the School.

10.2 The School shall not:

10.2.1 make any modifications to any of the College's Intellectual Property; or

10.2.2 use any of the College's Intellectual Property in any way which might prejudice its distinctiveness or validity or the goodwill of the College therein.

10.3 Except as expressly provided in this Agreement, the School shall have no rights in respect of the College's Intellectual Property or any other intellectual property rights used by the College or of the goodwill associated therewith and the School hereby acknowledges that, except as expressly provided in this Agreement, it shall not acquire any rights in respect thereof and that all such rights and goodwill are and shall remain the legal and beneficial ownership of the College.

10.4 The School shall not do or authorise any third party to do any act which would or might invalidate or might be inconsistent with the College's Intellectual Property and shall not omit or authorise any third party to omit to do any act which, by its omission, would have that effect.

10.5 The School shall have a non-exclusive, non-transferable, revocable, royalty free licence to use the College's name and/or logo to promote the Programme and to increase awareness of the availability of the Programme amongst the School's pupils and their parents or guardians and (subject to the approval of the College) amongst the local community. All materials using the College's name and/or logo must be approved by the College in writing prior to their use. The College retains the right to require changes to be made to any such materials within a specified time period designated by the College. Failure by the School to make the changes required by the College will be held to be a material breach of this Agreement. All promotional or other materials using the College's name and/or logo shall identify the College directly with the Programme and shall not link the College with any of the School's other provision.

11 Term and termination

- 11.1 This Agreement shall come into force on the date set out on the front page of the Agreement and, subject as provided for in clauses 11.2 and 11.3 below, shall continue in force until 31st August 2023.
- 11.2 Either party may terminate this Agreement by giving no less than 1 month's written notice to the other.
- 11.3 Either party may give notice in writing to the other terminating this Agreement with immediate effect if:
 - 11.3.1 the other party commits any material breach of any of the terms of this Agreement and that breach (if capable of remedy) is not remedied within 30 days after notice being given requiring it to be remedied; or
 - 11.3.2 an order is made or a resolution is passed for the winding-up of the other party or an order is made for the appointment of an administrator to manage the affairs, business and property of the other party or a receiver and/or manager or administrative receiver is validly appointed in respect of all or any of the other party's assets or undertaking or circumstances arise which entitle the Court or a creditor to appoint a receiver and/or manager or administrative receiver or which entitle the Court to make a winding-up or bankruptcy order or the other party takes or suffers any similar or analogous action in consequence of debt.
- 11.4 Subject as provided in this clause and clause 12 and to any rights or obligations accrued prior to termination, neither party shall have any further obligation to the other under this Agreement.

12 Effect of termination

- 12.1 Following service of notice to terminate this Agreement by either party:
 - 12.1.1 no new learners shall be admitted on the Programme;
 - 12.1.2 the School shall forthwith cease to provide information about the Programme to prospective candidates;
 - 12.1.3 all outstanding monies due by the School to the College shall become immediately payable;
 - 12.1.4 unless the parties agree otherwise, the College shall continue to provide and complete the Programme for any learners who are participating in the Programme at the date of termination;
 - 12.1.5 following completion of the Programme pursuant to clause 12.1.4 (if appropriate) or otherwise on the date of termination, the School shall return to the College any resources and materials provided to the School by the College in respect of the Programme and the College shall return to the School any resources and materials provided to the College by the School in respect of the Programme; and
 - 12.1.6 following completion of the Programme pursuant to clause 12.1.4 (if appropriate) or otherwise on the date of termination, the School shall cease to

use the College's name and logo pursuant to clause 10 and all licences granted to the School pursuant to this Agreement shall terminate.

12.2 Clauses 12, 13 and 15.5 shall survive termination of this Agreement howsoever caused.

13 Liability

13.1 Neither party shall be liable to the other in contract, tort, negligence, and breach of statutory duty or otherwise for loss of profit, use, anticipated savings, goodwill, reputation or opportunity, other economic loss or any other indirect or consequential loss or damage, cost or expense incurred or suffered by the other party.

13.2 Except in the case of death or personal injury caused by negligence or in other circumstances where liability may not be so limited under any applicable law, the liability of the College under or in connection with this Agreement, whether arising in contract, tort, negligence, breach of statutory duty or otherwise shall not exceed the Fee paid to the College under this Agreement in the 12 months immediately prior to the date on which any claim arises.

14 Dispute resolution

14.1 Any dispute arising out of or in connection with this Agreement will, in the first instance, be referred to the College's Representative and the School's Representative for discussion and resolution at or by the next Progress Meeting or at an earlier date if so requested by either party. If the dispute is not resolved at that meeting, the dispute will be referred to the College's Chief Executive Officer and the School's Head Teacher who must meet to attempt to resolve the dispute as soon as possible and, in any event, within 10 working days after the date on which the matter is referred to them. If the unresolved dispute is having a material effect on the delivery of the Programme, the parties will use their respective best endeavours to reduce the elapsed time to reach a resolution of the dispute.

14.2 Each party will use all reasonable endeavours to reach a negotiated resolution through the above dispute resolution procedure. The specific format of such resolution will be left to the reasonable discretion of the relevant management level but may include the preparation and submission of statements of fact or of position.

14.3 If the dispute is not resolved at the meeting between the College's Chief Executive Officer and the School's Head Teacher, then either party may (at such meeting or within 14 days after its conclusion) propose to the other in writing that structured negotiations be entered into with the assistance of a mediator ("**Mediator**") before resorting to litigation.

14.4 If the parties are unable to agree on a Mediator or if the Mediator agreed upon is unable or unwilling to act, any party may, within 14 days after the date of the proposal to appoint a Mediator, or within 14 days after notice to any party that the Mediator is unable or unwilling to act, apply to the Centre for Dispute Resolution ("**CEDR**") in London to appoint a Mediator.

14.5 The parties shall within 14 days after the appointment of the Mediator meet with him in order to agree a programme for the exchange of any relevant information and the structure to be adopted for the negotiation to be held with the assistance

of the Mediator. If considered appropriate, the parties may at any stage seek assistance from the CEDR to provide guidance on a suitable procedure.

- 14.6 If the parties accept the Mediator's recommendations or otherwise reach agreement under resolution of the dispute, such agreement shall be reduced to writing and, once it is signed by a duly authorised representative of each party, shall be final and binding on the parties.
- 14.7 If the parties fail to reach agreement in structured negotiations within 30 days after the Mediator has been appointed, such failure shall be without prejudice to the right of any party subsequently to refer any dispute or difference to litigation but the parties agree that, before resorting to litigation, structured negotiation in accordance with this clause 14 shall have taken place.
- 14.8 Nothing contained in this clause 14 shall restrict any party's freedom to commence legal proceedings to preserve any legal right or remedy or protect any proprietary or trade secret right.

15 General

- 15.1 All amounts due under this Agreement shall be paid in full without any deduction or withholding other than as required by law and neither party shall be entitled to assert any credit, set-off or counterclaim against the other party in order to justify withholding payment of any such amount in whole or in part.
- 15.2 The failure or delay of a party to exercise or enforce any right under this Agreement shall not operate as a waiver of that right or preclude the exercise or enforcement of it at any time or times thereafter.
- 15.3 This Agreement constitutes the entire understanding between the parties with respect to the subject matter of this Agreement and supersedes and replaces all prior agreements, negotiations and discussions between the parties relating to it. The Parties confirm and acknowledge that they have not been induced to enter into this Agreement by any representation, warranty, or undertaking not expressly incorporated into it. However, nothing in this Agreement purports to exclude liability for any fraudulent statement or act.
- 15.4 No variation of this Agreement shall be valid unless it is in writing and signed by or on behalf of each of the parties.
- 15.5 Each party undertakes that it will not at any time hereafter use, divulge or communicate to any person, except to its professional representatives or advisors or as may be required by law or any legal or regulatory authority, any confidential information concerning the business or affairs of the other party which may have or may in the future come to its knowledge (including, without limitation, the terms of this Agreement and the contents and results of any negotiations or discussions held pursuant to clause 14) and each of the parties shall use its reasonable endeavours to prevent the publication or disclosure of any confidential information concerning such matters.
- 15.6 If either party is affected by Force Majeure it shall forthwith notify the other party of the nature and extent thereof. Neither party shall be deemed to be in breach of this Agreement, or otherwise be liable to the other, by reason of any delay in performance, or non-performance, of any of its obligations hereunder to the extent that such delay or non-performance is due to any Force Majeure of which it has notified the other party; and the time for performance of that obligation shall be

extended accordingly. If the Force Majeure in question prevails for a continuous period in excess of six months, the parties shall enter into discussions with a view to alleviating its effects, or to agreeing upon such alternative arrangements as may be fair and reasonable, in the absence of which either party may terminate this Agreement on 30 days' notice.

- 15.7 This Agreement may be entered into in any number of counterparts, each of which shall be an original but all of which taken together shall constitute one and the same instrument. Any party may enter into this Agreement by signing any such counterpart.
- 15.8 This Agreement shall be binding on and ensure to the benefit of the parties and their successors and assigns and no party may assign or transfer all or any of its rights or obligations under this Agreement without the prior written consent of the other party.
- 15.9 Time shall not be of the essence of this Agreement, whether as regards times, dates and periods specified in the Agreement or as to any times, dates or periods that may by agreement between the parties be substituted for any of them.
- 15.10 At any time after the date of this Agreement the parties shall and shall use all reasonable endeavours to procure that any necessary third party shall execute such documents and do such acts and things as the other party may reasonably require for the purpose of giving to the other party the full benefit of all the provisions of this Agreement.
- 15.11 Nothing in this Agreement is intended to or shall operate to create a partnership or joint venture of any kind between the parties, or to authorise either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including but not limited to the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).
- 15.12 No person who is not a party to this Agreement shall have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.
- 15.13 Neither party shall make any announcement relating to this Agreement or its subject matter without the prior written approval of the other party except as required by law or by any legal or regulatory authority.
- 15.14 If any provision of this Agreement shall be held to be unlawful, invalid or unenforceable, in whole or in part, under any enactment or rule of law, such provision or part shall to that extent be severed from this Agreement and rendered ineffective as far as possible without modifying or affecting the legality, validity or enforceability of the remaining provisions of this Agreement which will remain in full force and effect.
- 15.15 This Agreement shall be governed by and construed in accordance with English law and, subject to clause 14 above, each party hereby irrevocably submits to the exclusive jurisdiction of the English Courts.
- 15.16 Any notice to be given under this Agreement shall be in writing and shall be delivered by hand, or sent by first class post to the address of the other party set out in this Agreement or sent by e-mail to the email address of the other party (or such other address or email address as may have been notified). Any such notice

or other document shall be deemed to have been served: if delivered by hand - at the time of delivery; if sent by post - upon the expiration of 48 hours after posting; and if sent by e-mail - at 9:00am on the next business day after the email was dispatched.

16. **Data Protection**

- 16.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, the School is the Controller and the College is the Processor. The only processing that the College is authorised to do is listed in this Agreement.
- 16.2 The Parties shall notify the each other immediately if they consider any of the contractual instructions infringe the Data Protection Legislation.
- 16.3 The Parties shall provide all reasonable assistance to each other in the preparation of any Data Protection Impact Assessment prior to commencing any processing.
- 16.4 Both Parties shall, in relation to any Personal Data processed in connection with its obligations under this Agreement:
 - (a) process that Personal Data only in accordance with this Agreement unless required to do otherwise by Law.
 - (b) ensure that it has in place Protective Measures, which have been reviewed and approved by as appropriate to protect against a Data Loss Event having taken account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Data Loss Event;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;

- (c) ensure that:
 - (i) no Personnel process Personal Data except in accordance with this Agreement.
 - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Personnel who have access to the Personal Data and ensure that they:
 - (A) are aware of and comply with the Parties' duties under this clause;
 - (B) are subject to appropriate confidentiality undertakings with the Parties or any Sub-processor;
 - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the other party.
 - (D) have undergone adequate training in the use, care, protection and handling of Personal Data; and
- (d) not transfer Personal Data outside of the EU unless the prior written consent of the other Party has been obtained and the following conditions are fulfilled:
 - (i) the School or the College has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37);
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Parties comply with their obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the other Party in meeting its obligations); and
 - (iv) the Parties comply with any reasonable instructions notified to it in advance by the other Party with respect to the processing of the Personal Data;
- (e) at the written direction of the other Party, delete or return Personal Data (and any copies of it) to the other Party on termination of the Agreement unless the Party is required by Law to retain the Personal Data.

16.5 Subject to clause 16, each Party shall notify the other immediately if it:

- (a) receives a Data Subject Access Request (or purported Data Subject Access Request);
- (b) receives a request to rectify, block or erase any Personal Data;
- (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
- (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Agreement

- (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
 - (f) becomes aware of a Data Loss Event.
- 16.6 Each Party's obligation to notify under clause 16 shall include the provision of further information to the other Party in phases, as details become available.
- 16.7 Taking into account the nature of the processing, the each Party shall supply the other with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 1.5 (and insofar as possible within the timescales reasonably required by the Customer).
- 16.8 Both Parties shall maintain complete and accurate records and information to demonstrate their compliance with this clause. This requirement does not apply where the Party employs fewer than 250 staff, unless:
 - (a) the College or School determines that the processing is not occasional;
 - (b) the College or School determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; and
 - (c) the College or School determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 16.9 The Parties shall allow for audits of its Data Processing activity by each other, or each other's designated auditor.
- 16.10 Both Parties shall designate a data protection officer if required by the Data Protection Legislation.
- 16.11 Before allowing any Sub-processor to process any Personal Data related to this Agreement, both Parties must:
 - (a) notify the other in writing of the intended Sub-processor and processing;
 - (b) obtain the written consent of the other Party
 - (c) enter into a written agreement with the Sub-processor which give effect to the terms set out in this clause, such that they apply to the Sub-processor; and
 - (d) provide each party with such information regarding the Sub-Processor as the other Party may reasonably require.
- 16.12 Both Parties shall remain fully liable for all acts or omissions of any Sub-processor.
- 16.13 Either Party may, at any time on not less than 30 Working Days' notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Agreement).

16.14 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. Either Party, on not less than 30 Working Days' notice to the Contractor, may amend this agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office.