



School Level Agreement September 2022



Programme	xxxxxxx
Cohort	xxxxxxx
Programme description	See Annex
Programme start date	1-Sep-2022
Programme end date	31-July-2024
Programme duration	24 months
Programme events	See Annex

Partnership between:

(i) Calderdale and Kirklees Teaching School Hub part of SHARE MAT, Huddersfield Road, Huddersfield HD8 8NL **(the Teaching School Hub)**

and

(ii) [INSERT SCHOOL NAME and registered address]

RECITALS

A. The School is employing Participants who have had a place confirmed within one or more Programmes.

B. The parties are entering into this Agreement for the purpose of ensuring that the Delivery Partner delivers the Programmes in a way that provides a high quality experience for the Participants and that the School supports the Participants to access those Programmes and experiences.

C. The parties agree by signing this Agreement to abide by all of the requirements set out in this Agreement (which incorporates these terms and conditions and the relevant Annexes) and to uphold the Agreement through any changes in its management, governors or name.

OPERATIVE PROVISIONS

Definitions and Interpretation

The definitions and rules of interpretation set out in in this Clause 0 shall apply in this Agreement, unless otherwise stated.

Clause headings do not affect interpretation of this Agreement.

References to clauses, schedules or annexes are (unless otherwise provided) references to the clauses of and schedules and annexes to this Agreement.

Unless the context otherwise requires, words in the singular include the plural and, in the plural, include the singular (as appropriate).

A reference to a specific law is a reference to it as it is in force at the date of this Agreement and includes any subordinate legislation in force at the date of this Agreement under it.

Writing or written includes email but excludes fax.

References to something being approved or agreed in writing by the Delivery Partner or having the written approval or agreement of the Delivery Partner shall (save for in the circumstances set out at Clause 17.1) mean the written approval or agreement of its Chief Executive from time to time.

In the event that a provision in an Annex contradicts a clause in these terms and conditions, the provision in the Annex shall prevail.

The following definitions shall apply:

Agreement: the proposal letter, Annexes and these terms and conditions.

Confidential Information: All information, data, know-how and trade secrets in whatever form and in whatever medium in respect of the Delivery Partner's business or a Programme or other products or services provided by the Delivery Partner which (whether or not it has been specifically identified as confidential) is of a confidential or sensitive or non-trivial nature including information in relation to its Partner Organisations, the pupils or staff at any of its Partners, its actual or potential clients, customers or suppliers, its needs or requirements, its curriculum materials, and syllabi and any other information which would reasonably be considered to cause harm or detriment (whether reputationally, financially or otherwise) to the Delivery Partner or any Partner Organisation or a Programme if disclosed in breach of this Agreement.

Data Controller, Data Processor, Data Subject, Personal Data, Personal Data Breach: Have the meaning given to them in the UK GDPR.

Data Protection Legislation: means all applicable data protection and privacy legislation in force from time to time in the UK including without limitation the UK GDPR; Data Protection Act 2018 (and regulations made thereunder); the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended; and the guidance and codes of practice issued by the Information Commissioner's Office and which are applicable to a Party.

Department: The Department for Education and its agencies.

Early Career Framework: A national, two-year entitlement for Early Career Teachers to access structured professional development programme supported by their in-School Mentor.

Early Career Teacher: A newly qualified teacher in the first two years of their teaching career.

Effective Date: means the date this Agreement is signed by both parties.

Expectations: The expectations on a Participant during a Programme as communicated by the Delivery Partner to a Participant in writing from time to time.

Fee: The respective Programme fees payable by the School under Clause 6.1 and as set out in the relevant Annexes.

FOIA: The Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the

Information Commissioner's Office or relevant Government Department in relation to such legislation.

Force Majeure Event: Any event arising which is beyond the reasonable control of a party, which prevents it from performing any or all of its obligations to the other under this Agreement, including but not limited to strikes, lockouts or other industrial disputes, protest, national emergency, terrorist attack, riot, war or civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, explosion, flood or storm or other adverse weather conditions, natural disasters, collapse of building structures, failure of machinery, computers or vehicles, nuclear, chemical or biological contamination or sonic boom, epidemic or default of suppliers or subcontractors.

Framework Agreement: The framework agreement dated 26 February 2021 for the National Professional Qualification Programme, entered into between the Department and Ambition Institute.

Indirect Losses: Loss of profits, loss of production, loss of business, loss of business opportunity, or any claim for consequential loss or for indirect loss of any nature.

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks 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.

Initial term: The period from the Effective Date to 31 July 2024.

Mentor: An experienced educator that is identified by the School to mentor a Participant during the Programme.

National Professional Qualification: A national, voluntary suite of qualifications designed to support the professional development of Partner Organisation leaders.

Participant: A School employee with a place to attend a Programme confirmed by the Delivery Partner.

Participant Handbook: the handbook for Participants on a Programme from time to time, outlining different areas of each Programme and setting out the Delivery Partner's policies and procedures in connection with each Programme.

Partner Organisation: any partners or other organisation engaged or involved in the design, delivery, assessment or evaluation of the Programmes or any organisation associated with the Delivery Partner.

Programme: Any individual programme, the key terms of which are set out in the Annexes.

Programme Commencement Date: The start date of a Programme as specified in the Annexes.

Programme Materials: means any documents, products and materials developed by the Delivery Partner or its agents, subcontractors and personnel as part of or in relation to the provision of the Programmes in any form, including computer programs, data, reports and specifications (including drafts).

Position: A role which is, in Delivery Partner's opinion, an appropriate position within the School for the Participant's participation in the applicable Programmes.

Special Categories of Personal Data: has the meaning set out in the Data Protection Legislation and for the purpose of this Agreement shall include information relating to criminal convictions and offences.

UK GDPR: means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act of 2018.

In addition, terms defined in the UK GDPR have the same meanings when used in Clause **Error! Reference source not found.** (Data Protection).

2. The School's Obligations and Commitments

The School agrees:

that if a Participant leaves the **[insert name of School]** to take a post in another School during a Programme, it is the responsibility of the School to discuss any recuperation of Fees with the new School, the Delivery Partner will play no role within this discussion;

that if a Participant leaves the School or is removed from a Programme for reasons outlined in Clause 0, the full Fee for that Programme will remain due;

to give each Participant access to key data and other relevant information and policies of the School in preparation for their time on a Programme and, whilst on a Programme, to support the Participant's development;

to ensure each Participant is in a position to take responsibility to complete the assignments as required for completion and achievement of any associated National Professional Qualification, if applicable, and to assign tasks and duties to them which are appropriate for their position;

to release Participants to attend all events that comprise a Programme, whether residential, online or otherwise, as laid out in Part 1 of the relevant Annex, on such times and dates as the Delivery Partner shall stipulate. While these events will be deliberately timed to avoid clashes with Partner Organisation responsibilities, the School agrees to support and allow the Participants to attend should there be clashes with any school events. For the avoidance of doubt, the Delivery Partner will not be responsible for any costs borne by the School for covering classes due to Participants' involvement in a Programme;

to work with the Delivery Partner to ensure Participants engage with the relevant Programmes and meet the Expectations of the relevant Programme;

to inform the Delivery Partner if a Participant is absent from the School for a fixed/prolonged period;

to inform the Delivery Partner if the School itself considers, or if the School becomes aware that the local authority or trust is considering, disciplinary action, reprimand or removal of a Participant and to keep the Delivery Partner updated on the progress of any such disciplinary action;

to complete any forms or tasks and to grant the Delivery Partner, and any other Partner Organisations engaged with the design, delivery, assessment or evaluation of the Programme, access to any relevant information required for delivery of the Programme or analysis of the effectiveness of the Programme;

to allow the monitoring and assessment by any regulatory body (including but not limited to Ofsted and NFER as legally required) of the Participants and the School in their use of the Programmes;

to allow Participants to be filmed working with fellow teachers and for this content to be shared with the Delivery Partner and seen by coaches, Mentors and assessors and fellow Participants for the purposes of developing and assessing Participants. A video will not be made public or shared beyond the Delivery Partner without permission from any Participants featured in the video and their Partner Organisations;

to make itself aware of the applicable policies of the Delivery Partner and Ambition Institute (as notified to the School by the respective parties) and to procure that the Participants are aware of their obligations under such policies in completing the Programmes; and

to comply with its obligations under this Clause 0 for so long as a Participant remains engaged by the Delivery Partner on a Programme.

The School agrees to comply with any additional obligations specific to a Programme set out in the Participant Handbook or the relevant Annex.

The School will comply with all applicable laws, statutes, regulations and codes from time to time in force in complying with its obligations under this Agreement.

The School acknowledges that the Department has audit rights pursuant to the Framework Agreement in respect of the Programmes and the School shall assist and cooperate with the Delivery Partner to the extent required for the proper exercise of the Department's audit rights.

The School agrees to accept the Delivery Partner's assessments of standards as binding and final, as well as the Delivery Partner criteria for successful completion of a Programme. Notwithstanding the foregoing, the School will have the right to one formal written appeal to be conducted in accordance with the Delivery Partner's policy for handling grievances and complaints.

3 Delivery Partner Obligations and Commitments

As provider of the Programmes, the Delivery Partner will:

Using accredited materials, provided by Ambition Institute deliver the Programmes, including any training and coaching that the Participants will receive as part of the Programmes, and assure the quality of all course materials and teaching;

provide a clear structure of training and requirements to enable the Participants to successfully complete the applicable Programmes;

keep the School informed of material changes to the structure and composition of relevant Programmes, such changes being those that it may reasonably implement to improve the overall Programme experience;

provide the Participant with access to coaching support during their participation in a Programme where this is outlined in the Participant Handbook and policy document;

ensure that any Delivery Partner's employees involved in the Programmes are subject to appropriate background checks and referencing in accordance with the Delivery Partner's policies; and

keep the School informed of each Participant's overall progress, although the purpose of this will not be for the School's performance management or assessment of the Participant.

The Delivery Partner also agrees to comply with any additional obligations included in the applicable Annex.

In the event that the School has any complaints or grievances it wishes to make known to the Delivery Partner about a Programme or services provided under this Agreement, the Delivery Partner will follow its policy for handling grievances or complaints.

The Delivery Partner will provide opportunities for Participants to provide the Ambition Institute with meaningful feedback on its Programmes.

The Delivery Partner will comply with all applicable laws, statutes, regulations and codes from time to time in force in complying with its obligations under this Agreement.

4 Deferral

In the event of circumstances outside of a Participant's control, the Delivery Partner may agree with the School and with the relevant Participant a deferral of participation in the applicable Programme.

Such circumstances as referenced in Clause 0 may include (with the agreement of the Delivery Partner) parental leave, serious unforeseen illness, serious immediate family-related issues, periods of long-term sickness, caring responsibilities, or changes of Position or Partner organisation where the Participant is no longer employed in a suitable Position.

The Delivery Partner is under no obligation to agree a deferral or reimbursement under any circumstances. It is entirely at the Delivery Partner's discretion whether a deferral may be granted.

The specific arrangements of any deferral will be agreed on an individual basis with the Participant and their Partner Organisation and covered under a new contract which will supersede this Agreement.

5 Withdrawal

The School acknowledges and accepts that the Delivery Partner may remove a Participant from a Programme immediately if at any time during the Programme:

that Participant fails to comply with any of its obligations or commitments under the Participant Handbook and, if such failure is capable of remedy in the Delivery Partner's opinion, fails to take any remedial action requested by the Delivery Partner within such reasonable time as the Delivery Partner shall specify to the Participant in writing;

the Participant has a substantial change of role or Position or a period of extended leave, that, in the view of the Delivery Partner (such view to be substantiated by written notice to the Participant) may impede the Participant's ability to benefit from the relevant Programme;

any information provided by the Participant on its Programme application form or at any time during the Programme selection process is found to be false or inaccurate or incomplete;

the Participant is facing any disciplinary action by the School that brings the Delivery Partner or the Programme into disrepute;

the Participant commits any criminal offence under English Law or in the Delivery Partner's opinion acts in a dishonest or unprofessional fashion or brings the organisation or the Programme into disrepute;

the Participant does not achieve the requisite standard on assessments or evaluation and, where that failure is capable of remedy, fails to take any remedial action requested by the Delivery Partner within such reasonable time as the Delivery Partner shall specify to the Participant in writing;

the Participant ceases to be employed by the School which is a party to this Agreement during the Programme;

the Participant is dismissed from any Partner for any reason or is removed or barred by any third-party training provider involved in the delivery of a Programme; or

the Delivery Partner's funding for that Programme from time to time is for any reason withdrawn or reduced (whether or not the Programme itself actually continues).

In the event that the Delivery Partner has to consider removing the School or a specific Participant from a Programme, the Delivery Partner shall:
contact the School immediately; and

in relation to the removal of a specific Participant, keep the School informed of the process and the outcomes of the disciplinary action.

If a Participant is removed from a Programme pursuant to Clause 0 (and no other Participants on that Programme are employed at that School), then upon such removal, the Delivery Partner's arrangement with the School in relation to that Programme will end. The Parties acknowledge that the Agreement will continue in force and effect in relation to any other Participants from the School who have not had their participation terminated and in relation to any other Programmes under this Agreement.

Any Partner or specific Participant removed from a Programme cannot use the term Calderdale & Kirklees Teaching School Hub (part of SHARE MAT) in relation to that Programme on any curriculum vitae or in applying for any subsequent roles.

6 Term and Termination of the Agreement

The Agreement shall commence on the Effective Date and unless terminated earlier in accordance with this clause 6 or as set out elsewhere in the Agreement, shall end on expiration of the Initial Term. The Delivery Partner may, at its sole discretion, by providing one month's written notice, extend the term of the Agreement for a further period of one year.

The Delivery Partner may terminate this Agreement at any time, without any liability to the School whatsoever, by serving one month's written notice to the School where any funding for the provision of the services covered by this Agreement is withdrawn, reallocated or no longer available in such a way that in the opinion of the board of the Delivery Partner, the Programme(s) can no longer reasonably continue.

The Delivery Partner shall be entitled to terminate this Agreement with immediate effect if:

the School at any time breaches its obligations or commitments under this Agreement and is incapable of remedy or where the failure is capable of remedy, fails to take such remedial action requested by the Delivery Partner within such reasonable time as the Delivery Partner shall specify to the School in writing; or

on an ongoing basis, in the reasonable opinion of the Delivery Partner, the School does not provide an adequate level of support to a Participant or fails to allow a Participant to attend training for the relevant Programme and events required as part of the Programme.

the Framework Agreement is terminated or suspended for any reason.

Upon termination of this Agreement for any reason the School agrees to promptly return all Ambition Institute's and the Delivery Partner's Intellectual Property Rights and Confidential Information to the Delivery Partner and no longer use the same.

On termination of this Agreement all provisions shall cease to have effect, except that any provision, including clause 1 (Definitions and Interpretation), 5 (Withdrawal), 6 (Term and Termination), 7 (Limitation of Liability), 8 (Intellectual Property), 10 (Confidentiality), 11 (Data Protection), 13 (Insurance), 15 (notices) and 21 Governing Law and Jurisdiction which can reasonably be inferred as continuing or is expressly stated to continue shall continue in full force and effect.

Either party may, in any event, terminate this Agreement by serving a minimum of 6 months' written notice on the other Party.

7 Limitation of Liability

Neither party may benefit from the limitations and exclusions set out in this clause in respect of any liability arising from its deliberate default.

Nothing in the Agreement limits any liability which cannot legally be limited, including but not limited to liability for:

death or personal injury caused by negligence;

fraud or fraudulent misrepresentation; and

breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

Subject to clause 7.1 (No limitation in respect of deliberate default) and clause 7.2 (Liabilities which cannot legally be limited), the Delivery Partner's total liability to the School for all loss or damage is unlimited.

Subject to clause 7.1 (No limitation in respect of deliberate default) and clause 7.2 (Liabilities which cannot legally be limited), the School's total liability to the Delivery Partner for all loss or damage shall not exceed an amount equivalent to [amount].

Neither party to this Agreement shall have any liability to the other party, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any Indirect Losses arising under or in connection with this Agreement.

For the avoidance of doubt the provisions of clause 7.5 shall not be taken as limiting the right of either party to claim for:

any additional operational and/or administrative costs and expenses arising as a direct consequence of a breach; or

any wasted expenditure or charges rendered unnecessary and/or incurred by Ambition Institute arising as a direct consequence of a breach.

Unless the School notifies the Delivery Partner that it intends to make a claim in respect of an event within the notice period, the Delivery Partner shall have no liability for that event. The notice period for an event shall start on the day on which the School became, or ought reasonably to have become, aware of the event having occurred and shall expire six months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail (to be determined at the absolute discretion of the Delivery Partner).

8 Intellectual property

The Delivery Partner and its licensors (which shall include the Ambition Institute) shall retain ownership of all Intellectual Property Rights in the Programmes and Programme Materials.

Where any new Intellectual Property Rights are found to have been created in relation to the Programmes and Programme Materials, they shall be owned by the Delivery Partner (or as the Delivery Partner directs) and the School agrees to take all reasonable steps (at the expense of the Delivery Partner) to irrevocably, unconditionally and absolutely assign the ownership of any Intellectual Property Rights in the Programmes or Programme Materials, found to be held by the Schools, to the Delivery Partner (or as the Delivery Partner directs) and shall until such assignment has been completed, hold all such Intellectual Property Rights on trust for the Delivery Partner (or as the Delivery Partner directs).

The Delivery Partner grants the School, or shall procure the direct grant to the School of, a fully paid-up, worldwide, non-exclusive, royalty-free, licence to use the Intellectual Property Rights within the Programme and Programme Materials for the purpose of its Participants completing

the Programme during the term of the Agreement (such licence to automatically terminate on termination of this Agreement).

The School agrees:

not to use any of the Intellectual Property Rights held in the Programmes or Programme Materials other than in accordance with the terms of this Agreement without the Delivery Partner's prior knowledge and written consent and its express instructions (including not copying any of the content of the Programmes for use outside of the Programmes);

not to attempt to register any of the Delivery Partner's Intellectual Property Rights unless requested to do so by the Delivery Partner;

to give all necessary assistance to the Delivery Partner to enable it to enforce the Delivery Partner's Intellectual Property Rights against third parties, to defend claims for infringement of third party Intellectual Property Rights and to apply for registration of any Intellectual Property Rights held by the Delivery Partner where appropriate throughout the world and for the full term of such rights; and

not to do or permit to be done anything which might prejudice the value and integrity of the Delivery Partner's Intellectual Property Rights, bring the Delivery Partner's reputation into disrepute, or cause the Delivery Partner to breach the Intellectual Property Rights of any third party.

The obligations in this clause shall not be affected by the expiry or termination of this Agreement.

9 Force Majeure

A Party will not be in breach of this Agreement nor liable for any failure or delay in performance of its obligations under this Agreement arising from or attributable to a Force Majeure Event provided that:

it promptly notifies the other Party in writing of the nature and extent of the Force Majeure Event causing its failure or delay in performance;

it could not have avoided the effect of the Force Majeure Event by taking precautions, which, having regard to all the matters known to it before the Force Majeure Event, it ought reasonably to have taken, but did not; and

it has used all reasonable endeavours to mitigate the effect of the Force Majeure Event, to carry out its obligations under this Agreement in any way that is reasonably practicable and to resume the performance of its obligations as soon as reasonably possible.

The corresponding obligations of the other Party will be suspended to the same extent.

If the Force Majeure Event prevails for a continuous period of more than 1 month, either party may terminate this Agreement by giving 14 days' written notice to the other Party. On the expiry of this notice period, this Agreement will terminate. Such termination shall not affect the rights of the Parties in respect of any breach of this Agreement occurring prior to such termination and any rights and liabilities of either party which have accrued prior to such termination in

accordance with this clause shall continue in full force and effect unless otherwise specified in this Agreement.

10 Confidentiality

The School will at all times (both during and after its involvement with a Programme):
keep any Confidential Information it obtains during the course of a Programme or otherwise relating to the Delivery Partner, any of the Programmes or the Agreement, confidential;

not disclose the Confidential Information to any individual or organisation other than the Delivery Partner via any means without the Delivery Partner's prior written consent;

not use the Confidential Information for any purpose other than the performance of its obligations under or in connection with this Agreement or the Programme;

ensure that all Confidential Information is protected with security measures and a degree of care that would apply to its own Confidential Information and take reasonable steps to prevent the duplication or disclosure of Confidential Information in compliance with applicable Data Protection Legislation; and

not make any copies of any Confidential Information via any medium whatsoever without the Delivery Partner's prior written consent.

The obligations set out in clause 10.1 will not apply to any Confidential Information which the School can demonstrate:

is or has become publicly known or available other than as a result of the School's act or omission or breach of this clause; or

is required to be disclosed by law or by order of a court or regulatory body provided that the School gives the Delivery Partner's prompt written notice of such requirement.

The School understands that any assessment of a Participant by the Delivery Partner is solely and exclusively for use within a Programme. The School shall not rely on or refer to any Delivery Partner's assessment or opinion of a Participant (such assessment or opinion given in any format) for any other purpose, and particularly for the purposes of its internal assessment of a Participant.

The School acknowledges and agrees that the Delivery Partner subject to clause 11 (Data Protection) may provide information relating to the School and relevant Programmes to the Department of Education or other official bodies, contractors and sub-contractors where required by and as permitted by applicable law. In such a case the Delivery Partner shall make reasonable efforts to ensure that the recipient of said information is subject to similar confidentiality obligations towards the School.

The obligations of confidentiality in this clause shall not be affected by the expiry or termination of this Agreement.

11 Data Protection

With respect to the Parties' rights and obligations under this Agreement, the Parties acknowledge and agree that the Delivery Partner and the School are independent Data Controllers in respect of the Personal Data they process in connection with this Agreement.

The Personal Data being processed for the purposes of this Agreement (the Shared Personal Data) shall include the following types of Personal Data relevant to the Participants (the Data Subjects):

personal details (such as full name, date of birth, Teacher Reference Number);

contact details (such email address);

information about placement (such as job role and school workplace URN, school name, subject areas, region, programme name, cohort)

current status of Participant such as inactive or exited/withdrawn;

films of Participants working with fellow teachers which may be shared with the Delivery Partner and seen by coaches, Mentors and assessors and fellow Participants for the purposes of developing and assessing Participants.

The Shared Personal Data may include Special Categories of Personal Data relevant to the Data Subjects such as information about ethnicity which is optional to provide and relevant for equality, diversity and inclusion purposes.

Each Party shall:

process the Shared Personal Data in compliance with the Data Protection Legislation and all applicable laws, enactments, regulations, orders, standards, guidance, and other similar instruments that apply to its data processing operations;

ensure that any personnel with access to Shared Personal Data are subject to a duty of confidentiality (whether contractual or statutory) and ensure that access is strictly limited to those individuals who need to know/access the Shared Personal Data;

take all reasonable steps to ensure the reliability and integrity of any third party who has access to the Shared Personal Data;

only process the Shared Personal Data in accordance with this Agreement in order to ensure the Delivery Partner delivers the Programmes in a way that provides a high quality experience for the Participants and that the School supports the Participants to access those Programmes and experiences;

hold an appropriate and valid registration with the Information Commissioner's Office;

maintain appropriate technical and organisational measures to prevent unauthorised or unlawful processing of the Shared Personal Data and the accidental loss or destruction of, or damage to, the Shared Personal Data to ensure a level of security appropriate to the harm that might result from such unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the Shared Personal Data to be protected;

promptly (and without undue delay) notify the other Party in writing of any Personal Data Breach of which it becomes aware to the extent that such Personal Data Breach is likely to effect the other Party.

The sharing of the Shared Personal Data will be carried out on the following lawful bases:

Personal Data:

Article 6(1)(b) UK GDPR processing is necessary for the performance of a contract to which the data subject is party or in order to take steps prior to entering into a contract;

Article 6(1)(c) UK GDPR processing is necessary for compliance with a legal obligation;

Article 6(1)(f) UK GDPR processing is necessary for legitimate interests.

Special Categories of Personal Data:

Article 9(2)(b) UK GDPR processing is necessary for obligations relating to employment, social security and social protection;

In the event of a dispute or claim brought by a Data Subject or the Information Commissioner's Office concerning the processing of Shared Personal Data under this Agreement against one or more of the Parties, the Parties will inform each other about any such disputes or claims and will cooperate with a view to settling them amicably in a timely fashion.

The Parties agree to provide reasonable assistance as is necessary to each other to enable them to comply with the application of Data Subjects' rights, including the right of subject access, as provided to Data Subjects under the Data Protection Legislation.

Each Party (the "Indemnifying Party") shall defend, indemnify and hold harmless the other Party (the "Indemnified Party") against any claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the Indemnifying Party's non-compliance with the Data Protection Legislation. The Indemnified Party shall use its reasonable endeavours to mitigate the amount of any claim under the indemnity in this clause.

12 Discrimination

The School shall not unlawfully discriminate within the meaning and scope of the provisions of the Equality Act 2010 or any statutory modification or re-enactment thereof or any other law relating to discrimination in employment.

13 Insurance

The Delivery Partner shall effect and maintain policies of insurance to provide cover for risks which may be incurred by the Delivery Partner under this Agreement including death or personal injury, or loss of or damage to property.

The Delivery Partner shall effect and maintain the following insurances for the duration of the Agreement in relation to the performance of the Agreement:

professional indemnity insurance - unlimited

public liability insurance - unlimited

employers' liability insurance with a minimum limit of indemnity as required by law from time to time.

The Delivery Partner shall produce to the School, on reasonable request, copies of all insurance policies referred to in this clause or a broker's verification of insurance to demonstrate that the appropriate cover is in place, together with receipts or other evidence of payment of the latest premiums due under those policies.

The Delivery Partner shall maintain the insurance for as long as the Trust operates following the termination of this Agreement.

14 Dispute Resolution Procedure

If a dispute arises out of or in connection with this Agreement or the performance, validity or enforceability of it (Dispute) then except as expressly provided in this Agreement, the parties shall follow the procedure set out in this clause:

either party shall give to the other written notice of the Dispute, setting out its nature and full particulars (Dispute Notice), together with relevant supporting documents. On service of the Dispute Notice, the Contract Managers shall attempt in good faith to resolve the Dispute; if the Contract Managers are for any reason unable to resolve the Dispute within [14] days of service of the Dispute Notice, the Dispute shall be referred to the Chief Executives of each party who shall attempt in good faith to resolve it; and

if the Chief Executives of each party are for any reason unable to resolve the Dispute within [14] days of it being referred to them, the parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator shall be nominated by CEDR Solve. To initiate the mediation, a party must serve notice in writing (ADR notice) to the other party to the Dispute, requesting a mediation. A copy of the ADR notice should be sent to CEDR Solve. The mediation will start not later than [30] days after the date of the ADR notice.

No party may commence any court or arbitration proceedings under clause 14 in relation to the whole or part of the Dispute until [45] days after service of the ADR notice, provided that the right to issue proceedings is not prejudiced by a delay.

If the Dispute is not resolved within 5 days of mediation or the mediation terminates before the expiration of the said period of 5 days, the Dispute may be finalised through the courts or arbitration proceedings.

15 Notices

Except as specified in clause 0, a notice under or in connection with this Agreement:

Shall be in writing;

Shall be written in English; and shall be delivered (i) personally or (ii) sent by first class post or (iii) sent electronically by email to the Party due to receive the Notice at its postal or email address (as appropriate) set out in this Agreement or to another postal or email address as specified by that Party by written notice to the other Party.

The addresses of the Parties are:

In the case of the Delivery Partner:

Calderdale and Kirklees Teaching School Hub (cktsh@sharemat.co.uk)

SHARE MAT, Huddersfield Road, Huddersfield HD8 8NL

In the case of the School:

[For the attention of]

[School Name]

[Billing Address]

[email address]

A notice given under clause 015.1 is effective when actually received.

16 Entire agreement

This Agreement and any document referred to in it constitutes the whole agreement between the parties and supersedes all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them.

The Parties acknowledge that in entering into this Agreement, they have not relied on and shall have no remedy in respect of any pre-contractual statement.

The Parties acknowledge that any dealings in relation to Delivery Partner's website shall be governed by the website terms of use.

17 Variation and Waiver

No variation to this Agreement (excluding the Annexes) shall be effective unless it is in writing and signed by the Chief Executive of the Delivery Partner.

The Delivery Partner shall have the right to amend or vary the content of the Annexes upon reasonable notice to the School.

If applicable to the Programme requested for, if the School wishes to amend the number of Participants, they must submit a written request to the Delivery Partner for approval by the Delivery Partner.

A waiver of any right or remedy under this Agreement is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict any further exercise of that or any other right or remedy.

No single or partial exercise of any right or remedy provided under this Agreement or by law shall preclude or restrict the further exercise of any such right or remedy.

Unless specifically provided otherwise, rights arising under this Agreement are cumulative and do not exclude rights provided by law.

18 Assignment and Third-party rights

The School may not assign its rights under this Agreement at any time.

The Delivery Partner may at any time assign its rights under this Agreement to any of its Partner Organisations.

This Agreement is made for the benefit of the parties to it and, unless a term of this Agreement provides otherwise, no person or entity other than a party to this Agreement or an assignee of the Delivery Partner may enforce any of its terms.

19 Counterparts

This Agreement may be executed in any number of counterparts, each of which is an original, and all of which together evidence the same agreement. This Agreement shall not come into effect until each Party has executed at least one counterpart.

20 Severability

If any provision of this Agreement is or becomes invalid or unenforceable, the provision will be treated as if it were not in the Agreement, and the remaining provisions of the Agreement will remain valid and enforceable.

21 Governing law and jurisdiction

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.

The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

22 Severance

If any provision or part-provision of the Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause 22 shall not affect the validity and enforceability of the rest of the Agreement.

23 Freedom of Information

The School acknowledges that the Delivery Partner has obligations pursuant to the Framework Agreement in respect of FOIA and the School shall assist and cooperate with the Delivery Partner to the extent required to enable the Delivery Partner to comply with those obligations.

School:

Please return a signed copy of this Agreement to accept and agree to the Agreement, which shall include the Programme details set out in this letter and the attached Annexes and terms and conditions:

Name of School:	
Print name:	
Position:	

Signature:**Date:**

For and on behalf of [name of School]

Delivery Partner:

Name of School:	Calderdale & Kirklees Teaching School Hub
Print name:	Lucy Sykes
Position:	Director

Signature:**Date:** September 2022

For and on behalf of the C&K TSH