

## **Edge Hill University (EHU) Initial Teacher Education (ITE) Partnership Agreement 2025-26**

## OUR VISION

The Faculty enjoys the reputation of being one of the largest and most successful established providers of Education programmes in the country. We have a focus on 'working creatively with others to enhance life chances'. Our thematic foci of 'aspire', 'inspire', 'innovate' and 'transform' capture a commitment to creating a vibrant, outward-facing and socially responsive environment for our teaching and research.

We have a substantial track record in working with partner schools and colleges in relation to school improvement and development alongside offering a broad and rich range of postgraduate and specialism specific qualifications.

Faculty is deeply committed to providing excellent support and training for trainees who wish to enter the wider children's workforce and offers a range of Undergraduate and master's level programmes designed to provide outstanding employment and career development opportunities.

The Faculty has research strengths in

- education policy development,
- enactment and impact;
- educational leadership;
- inclusion and social justice.

and is focused on advancing the discipline and practice of education achieved through, and measured by, high quality teaching and research and through its work with schools and colleges in collaborative research and training partnerships.

We are committed to supporting and progressing research practice and scholarly output that is recognised for its originality and impact and in providing an intellectual and physical environment that promotes and challenges public debate

For all ITE programmes **our aims are to:**

- Provide a carefully crafted high-quality evidence-based curriculum based on coherent sequences of experiences and activities that are tailored to support every trainee-teacher in working towards meeting Teachers' Standards (for FET trainees: ETF Professional Standards (2022)) by the end of their programme of study;
- Provide a curriculum that as a minimum encompasses all aspects of the Core Content Framework, that is sequenced coherently and developmentally and provides a range of different pedagogical approaches relating to the phase and subject specialism.
- Provide a curriculum that clearly articulates how taught components and classroom practice are integrated over time and across settings.
- Provide an assessment strategy aligned to our curriculum components which reflects our evidence-based principles.
- Equip trainee teachers with the subject and phase-specific pedagogic knowledge (across all National Curriculum subjects for primary) , understanding and skills to enable them to effectively teach children in (Primary 3-7, Primary 5-11, Secondary 11-16 and Post 14/ learners in FE and Year 10/11 in schools);
- Support trainee teachers' development in the core areas of teaching as identified through the EHU ITT curriculum, including the principles identified in the EHU ITE Pillars and within the Core Content Framework.
- Enable trainee teachers to develop a deep critical understanding of research, legislation and practices related to childhood and children's/young people's learning and development, as socially, culturally, historically and politically constructed concepts;

- Prepare trainee-teachers to meet all learner's diverse needs, including their mental health and wellbeing, as well as supporting children with Special Educational Needs, encompassing those identified within the four areas of need set out in the [Special Educational Needs and Disability Code of Practice](#);
- Help trainee teachers in building strong, positive relationships with children (as well as their parents and carers if applicable) as a means of enabling all children to achieve their full potential, develop their own individual identities and the confidence to assert their right to this, and to become lifelong learners;
- Ensure that trainee teachers have a clear understanding of the expectations regarding personal and professional conduct of a teacher and the ethics of the teaching profession, including the ways in which Fundamental British Values can be upheld in schools and the importance of showing tolerance and respect for the rights of others.
- Develop future teachers, who recognise and embrace their social, environmental and civic responsibilities, such as advocating for children's rights, challenging bias and inequality, celebrating difference and diversity, and supporting ecological justice and global sustainability;
- Inspire trainee teachers to develop the commitment and enthusiasm for innovative classroom practice, informed by their deep, research-informed analytical understanding of learning, teaching, classroom practices and child development;
- Prepare trainee teachers for employment via equipping them with transferable skills related to drawing information from a wide range of sources, exercising critical judgements, problem-solving, communication, time-management, organisational skills and teamwork.
- Ignite trainee teachers' commitment to life-long learning and continuing professional development aimed at improving their Placement.

The Faculty have established **three key pillars** <https://www.edgehill.ac.uk/education/ite-partnership/about-us/> around which our ITE curriculum is designed. These are appropriate for each age phase offered within our provision

1. Personal and Professional attitudes, values and beliefs
2. Subject and Curriculum Knowledge
3. The craft of teaching and pedagogy

The Edge Hill University ITE Partnership is underpinned by this overarching vision.

The Edge Hill University ITE Partnership provides teacher training at both Undergraduate and Postgraduate levels in both the Primary and Secondary age ranges.

In the year 2024-2025 the following Higher Education Institutions (HEI) programmes are offered in Partnership with schools:

1. BA (Hons) Early Years Education with QTS (3-7 age range)
2. PGCE Early Years Education with QTS (3-7 age range)
3. BA (Hons) Primary Education with QTS (5-11 age range)
4. PGCE Primary Education with QTS (5-11 age range)
5. PGCE Primary (Early Years) Education with QTS (3-7 age range)
6. BA (Hons) Secondary Education with QTS (11-16 age range)
7. PGCE Secondary Education with QTS (11-16 age range)
8. PG Diploma in Teaching (Further Education and Skills) (PGDiT)
9. BA Hons Primary Education (School Based)

For all of these programmes Edge Hill University is the accredited provider and remains accountable for all assessment judgements and recommendations.

Please note, this Agreement is updated regularly in line with latest legislation, for the latest version, please visit: <https://www.edgehill.ac.uk/document/ite-agreement/>

## **SELECTION OF ITE PARTNERS**

Any school, college or setting that submits an offer for a placement is agreeing to accept the terms and conditions of this agreement and is confirming that they will adhere to the roles and responsibilities detailed. Quality assurance processes are in place to ensure new and existing partner settings are suitable for trainee teachers to undertake ITE training.

Any setting within the Edge Hill University (EHU) ITE Partnership should be able to demonstrate:

- A recent Ofsted inspection report or equivalent that identifies the strengths necessary to be involved in ITE. For schools in Northern Ireland and the Isle of Man we undertake our own quality assurance processes to ensure the school is suitable for trainee teachers to undertake ITE training.
- A commitment to work together in partnership with EHU in designing and delivering a high quality ITE curriculum to trainees through the provision of mentoring and support from expert colleagues.
- A commitment to our [Principles for mentoring](#).
- A commitment to ITE within their setting policies and procedures relating to the placement offers made, and a commitment to update school/mentor information and to communicate with the Partnership Development Team and academic colleagues.
- A willingness to designate appropriately trained staff with specific responsibilities in relation to ITE.
- A commitment to engage in on-going training and professional development for mentors, allowing them to work within the roles and responsibilities described in this Agreement.
- An understanding of the roles and responsibilities identified in this Agreement.
- A commitment to quality assurance and enhancement and the process of feedback, evaluation, monitoring and the critical review of placement and partnership activities.
- A commitment to participating in course or programme committees (e.g. mentor development groups, phase boards or Strategic Partnership Board) that drive our vision for excellence and shape the programmes we deliver.

## **REVIEW, EVALUATION AND FEEDBACK**

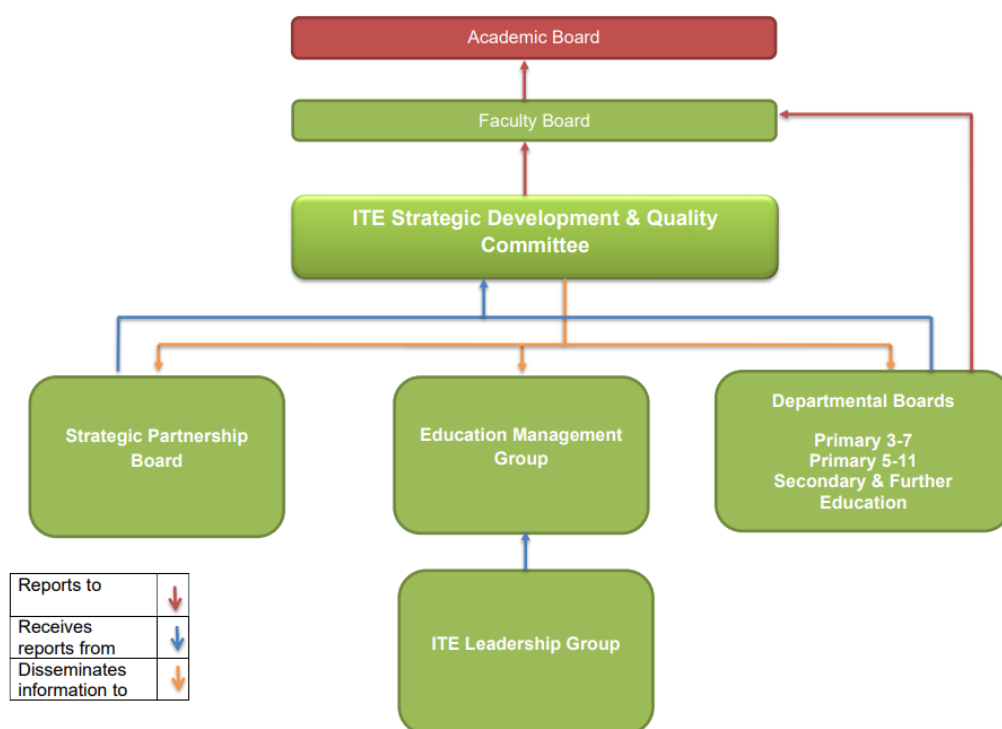
The following identifies the range of mechanisms used to review, evaluate and feedback to partners:

- For every Placement a trainee and mentor complete a training evaluation (Professional Practice Evaluative Report (PPER)); this is reviewed as part of regular monitoring procedures undertaken by EHU centre-based colleagues and contributes to reports presented at the Education Management Group meeting to HoDs
- Minuted trainee consultative meetings are reported to Programmes Boards
- External Examiner reports are reviewed and responded to
- As appropriate, partnership mentors, schools and settings receive feedback on the quality of their training, through the work of visiting Link Tutors and Lead Mentors (see section 6).

## **ORGANISATION AND QUALITY ASSURANCE OF THE PARTNERSHIP**

The Partnership is overseen and managed through a collaborative committee structure which operates at leadership and programme levels. Such committees provide collaborative forums for the consideration of the performance of ITE programmes. The FoE Strategic Partnership Board assumes a governance role and informs decision making relating to quality assurance, policy directives and monitors the continual improvement and effectiveness of ITE provision. Each department has its own advisory group which contributes to the ongoing development of programmes and plays a supportive monitoring role.

ITE Strategic Development & Quality Committee Structure



## PLACEMENTS – AS INDICATED IN PARAGRAPH 1 ABOVE

### 4.1) It is expected that Edge Hill University partners will:

- Ensure that all staff engage with and are aware of the current ITE criteria  
<https://www.gov.uk/government/publications/initial-teacher-training-criteria/initial-teacher-training-itt-criteria-and-supporting-advice>
- Provide Edge Hill University with mentor contact details prior to placement commencing and any changes to mentors throughout the academic year
- **Commit to Mentor training and supporting the ITE curriculum**
- Be responsible for reviewing and updating all contact information that Edge Hill University holds about them, ensuring it is kept up to date and that Edge Hill University is informed of any key changes, such as Ofsted/equivalent status of the school training/department changes.
  - Provide suitable rooms, with lighting, heating and technical facilities for trainees and ensure appropriate amenities are available for trainees to use.
  - Provide access to the necessary equipment with internet connection at a level appropriate to the number and requirements of the trainees.
  - Accept responsibility for the trainee under the Health and Safety at Work Act 1974 and/or the EU directive for Safety and Health at Work (whichever is the higher requirement).

### How Placements are allocated:

Edge Hill university will ensure that trainees have had the opportunity to;

- Plan, teach and assess in at least two schools in their specified age range covering no fewer than four consecutive school years.

- Have sufficient time being trained in schools wholly or mainly in England in primary, early years and or FE settings
- Have the experience they need to demonstrate all the Teachers' Standards for QTS.
- For trainees that are training to teach a subject that is always or predominantly taught in only one age range (e.g. Post 16) should be offered the opportunity to demonstrate subject knowledge in a related subject.

The Partnership Development Team sends the Placement Request to all schools during the Spring term each year, with follow-up meetings and conversations to discuss placements for the following academic year. The trainees complete a Student Allocation Profile (SAP) to help Edge Hill University match them with an appropriate school. The profile includes elements such as childcare/caring commitments and medical conditions. Final approval of allocations is made by Programme and Course Leaders.

When allocating Placements, factors such as compliance, previous experiences, travelling distances, age phases taught, and the current needs of the trainee are considered jointly by the Partnership Development Team the Programme/Course Leader and Professional Practice Quality Lead.

The Partnership Development Team contact schools/settings in a timely manner to confirm the placement of trainees with them and provide details of Mentor Training. The Link tutor allocated to the school will make contact at the earliest opportunity to check on the engagement with mentor training for the placement and to provide information about subsequent mentor training and development events.

## **ENSURING EQUALITY, SAFEGUARDING AND SAFETY**

### **5.1) Edge Hill University Partners will:**

- Ensure trainees are not subjected to any further DBS or safeguarding checks and that the letter confirming their suitability to train to teach is accepted as proof of their clearance to work with children and young people in line with the DBS Code of Practice and the "[Initial Teacher Training Criteria](#)" from DfE (see <https://www.gov.uk/government/organisations/disclosure-and-barring-service> ).
- Ensure that, should the trainee be expected to work with machinery, equipment or substances hazardous to health, safety precautions will first have been taken, first aid facilities will be available and training, supervision and protective clothing will be provided.
- Will have in force Employers' and /or Public Liability insurances and ensure that the trainee and/or accompanying teacher is deemed an employee for the purposes of these insurance policies.(with the exception of Northern Ireland where Edge Hill University provides appropriate Public Liability insurance)
- Ensure if insurance is not in place (e.g. exemption permissible under the Employers' Liability (Compulsory Insurance) Act 1969), they have access to funds to pay for any liability dispute and compensation awarded and accept full responsibility in this regard.
- Provide a health and safety induction for the trainee as per any member of staff working in your setting ensuring appropriate risk assessments have been carried out.
- As part of the trainee's induction into the setting introduce the setting's safeguarding policy and approach to The Prevent Duty, in order that the trainee is fully briefed about their responsibilities. Please refer to [Counter-Terrorism and Security Act 2015 \(the CTSA 2015\)](#). Bodies to which the duty applies must have regard to statutory guidance issued under section 29 of the CTSA 2015 ("the [Prevent duty guidance](#)").
- The school/college/setting will ensure that all trainee teachers are provided with the following at the commencement of their training in each school:
  - Safeguarding policy
  - The Staff Behaviour policy (sometimes called a Code of Conduct)
  - A copy of Keeping Children Safe in Education (or equivalent). for more information see here: [https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/1080047/KCSIE\\_2022\\_revised.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/1080047/KCSIE_2022_revised.pdf)
  - Equality and Diversity policy

- Health and Safety policy
  - Special Educational Needs policy
  - Children missing from Education Policy
  - Whistle-blowing policy
- Will inform Edge Hill University should an issue arise under the Prevent Duty, which relates to a trainee.
  - When partners share expert knowledge through livestreaming, university risk assessments and stakeholder permissions need to be completed and approval confirmed beforehand. Additional guidance for partners can be found on the Mentor Space.
  - In respect of PGDE Post 14 (FET) trainees the school, college/setting will ensure that all trainees have been subject to an Enhanced Disclosure and Barring Service (DBS) criminal records check, including a check of the children's barred list and other relevant safeguarding checks, and keep records showing that trainees have obtained these.
  - Ensure all trainees are aware of their first point of contact in the setting and who to go to if there are any concerns or issues that arise.
  - Allow Edge Hill University Link Tutors access to trainees and mentors to ensure accuracy of assessment and that the trainee is receiving high quality training.
  - Strive to support trainee teachers in addressing and managing their workload.
  - Protect and support trainees' mental health and wellbeing, by making any issues known to the Link Tutor allocated to the school (at the earliest opportunity) so that the trainee can access the full range of support systems available.
  - Advise Edge Hill University immediately of any injury or loss involving the trainee.
  - Ensure adherence to the [Equality Act 2010](#) making every effort to eliminate discrimination, create equal opportunities and develop good working relationships with trainees

### **Edge Hill University will:**

- For trainees who are pregnant, Link Tutor to provide an individual Risk Assessment with targets, the school, college/setting review the targets set in the Risk Assessment on a weekly basis with the Link Tutor
- Ensure all trainees have a DBS check, Occupational Health check and a check to ensure they are not prohibited from teaching. They also need to make a safeguarding declaration to confirm they are not banned from working with children.
- Ensure that prior to Placement, a placement-based introduction to Health and Safety, Safeguarding, and the Code of Conduct and has been accessed by the trainee. In addition, they will have been introduced to The Prevent Duty and gained an understanding of their responsibilities about the advice given.
- Provide specific guidance to explain the requirements for each Placement and guidance on how to support the trainee throughout their training in the setting.
- Provide trainees access to resources linked to their Placement: visit the link here: [ehu.ac.uk/mentorspace](http://ehu.ac.uk/mentorspace) (see Placement paperwork within each department)
- Provide an outline of the processes and procedures for accurate and consistent formative assessment of trainees' progression through the EHU ITE curriculum, including moderation procedures on Professional Practice (see relevant Placement handbook) visit the link here: [ehu.ac.uk/mentorspace](http://ehu.ac.uk/mentorspace)

## **TRAINING ROLES AND RESPONSIBILITIES WITHIN THE EDGE HILL UNIVERSITY PARTNERSHIP**

### **6.1) Edge Hill University will:**

- Provide timely and regular mentor training and development including bespoke sessions to schools/settings (virtually or physically) requesting this. The Strategic Lead for Mentoring or Lead mentors lead the majority of mentor training via online sessions. Link tutors can also



deliver mentor training in schools, face to face, if required. There are resources on the Partnership webpages and Mentor Space for partners to refer to at any time.

- Provide weekly communications in respect of the EHU curriculum and relevant research components.
- Provide trainees with virtual/physical enhancement opportunities/Continuous Professional Development (CPD) according to trainee need where possible and appropriate, such as, experience of a school in challenging socio-economic circumstances.
- Consider the trainees' workload when designing the centre and professional practice curriculum.

### **Edge Hill University partners will:**

- Appoint a mentor or point of contact who will liaise with Edge Hill University to ensure that all training in the setting is of high quality, all trainees are receiving their entitlement and that the required reports and evaluations are returned on the prescribed dates (including WDS forms and evaluation forms). Mentor contact information must be shared with Edge Hill University prior to placement commencing.
- Ensure an appropriate mentor is identified for each trainee and in the absence of the identified one, ensure a suitable replacement is sourced immediately and contact details shared with Edge Hill University to ensure appropriate mentor training can be accessed
- Be able to engage with the Edge Hill University placement management system (InPlace) to monitor the number of placement offers and ensure mentor assigned to each trainee is correct.
- Ensure all mentors follow the formative assessment processes and procedures as outlined within placement information/documentation.
- Ensure all mentors working with trainees have a clear understanding of, the EHU ITE Curriculum (as appropriate) and Edge Hill assessment processes and procedures
- Ensure mentors are aware of, and familiar with, all required report forms and documentation that the mentor must complete for the trainee to complete the Placement and for the payment to be released.
- Adhere to the Edge Hill University Training and Assessment Guidelines as noted in the Placement Handbook [ehu.ac.uk/mentorspace](http://ehu.ac.uk/mentorspace) and related to the Teachers' Standards <https://www.gov.uk/government/publications/teachers-standards-for-FET-trainees>:
- Provide trainees with expert opportunities/Continuous Professional Development (CPD) according to trainee need where possible and appropriate, for example:
  - SEND
  - EAL
  - Experience of transition from one age phase to another
- Ensure all mentors are fully aware of their roles and responsibilities, including:
- ensure that all mentors have the time, resources, and the support of their school to discharge the requirements of their role.
- Establishing trusting relationships, modelling high standards of practice, and understanding how to support a trainee through initial teacher training,
- Supporting trainees to develop their teaching practice in order to set high expectations of all learners and meet their needs,
- Setting high expectations and inducting the trainees to understand their roles and responsibilities as a teacher,
- Continuing to develop their own professional knowledge, skills and understanding [https://www.gov.uk/government/uploads/system/uploads/attachment\\_data/file/536891/Mentor\\_standards\\_report\\_Final.pdf](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/536891/Mentor_standards_report_Final.pdf)
- Engage in an ITE Ofsted inspection should the University be inspected.
- Ensure all mentors can make an accurate identification and assessment of any trainee strengths and areas for improvement, including the setting of appropriate, subject and pedagogy specific individual targets.



- Ensure all mentors have an understanding of the needs of trainees as ‘teachers in training’ and can support, develop and respond to the individual trainee’s training needs by setting appropriate, specific individual targets.
- Ensure they are addressing and managing trainee teacher workload and protecting trainees’ mental health and wellbeing.

#### **6.3.i) Edge Hill University Link Tutors will:**

- Attend Link Tutor training
- Have responsibility for checking that a mentor is recorded accurately on the system as soon as possible
- Quality assure mentoring and provide developmental feedback to mentors at the four QA check points
- Will support mentors in accessing and using the EHU Mentor Space.
- Will provide mentor training
- Check/record that mentor training has taken place as needed and ensure that that any emerging training and development needs are met.
- Check awareness of phase specific professional practice, as set out in EHU curriculum and in Weekly Development Summary
- Check on trainee progress through the curriculum
- Support mentor with Progress Support Plan process where applicable
- Check trainees are supported with their mental health and well-being and signpost to the university [student support and well-being services](#).
- Check trainees are being supported with their workload and strategies for supporting workload are shared.
- Confirm that placement is complete

#### **6.3.iv) Edge Hill University Mentors will:**

- Complete an initial assessment of mentor skills and achievements.
- Ensure completion of trainees’ timetables in accordance with the requirements of that Placement.
- Monitor trainee achievement and share this with Edge Hill University using appropriate paperwork for each stage of the training (paperwork accessed here: [ehu.ac.uk/mentorspace](http://ehu.ac.uk/mentorspace))
- Ensure that all required reports and evaluations are completed and returned on the prescribed dates (including WDS forms and trainee attendance form, to ensure payment is processed).
- Check as part of their weekly development meeting that trainees are supported in respect of their mental health and well-being.
- Support trainees in managing their workload
- Provide support for each trainee to fulfil their teaching potential, ensuring that the Edge Hill University Progress Support Plan and intervention procedures are adhered to.
- Ensure that all trainees are able to train across appropriate key stages/age phases and qualification levels, as appropriate, to gain the breadth and depth of experience required.
- Complete online evaluations as requested by Edge Hill University.

#### **6.3) The Lead Mentor will:**

- In partnership with the Strategic Lead for Mentoring support the recruitment, development, and retention of mentors from across our partnership.
- Contribute to the design and delivery of the Intensive Training and Practice enhancements.
- Take responsibility for mentoring trainees and mentors during intensive training and practice enhancements.
- Support the design and delivery of high-quality core mentor training, linked to the Edge Hill University evidence base.

- Engage with other providers and stakeholders to ensure that Edge Hill University arrangements for recruitment, training and development of mentors is informed by sector-wide developments and draws upon the latest research and practice.
- Provide ongoing support to identified Link Tutors, paying particular attention to associate tutors.
- Engage fully in the Lead Mentor training programme.
- Engage fully with the quality assurance processes related to mentoring and ITaPs, including liaising with the Strategic Lead for Mentoring, Heads of Department, Assistant Heads of Department, Professional Practice Leads to ensure the highest possible student experience.
- Ensure that partnership data in relation to subject and phase specific mentoring is accurate, timely and is used to inform strategic approaches to the development of mentoring.
- With the Strategic Lead for Mentoring, Heads of Department, Assistant Heads of Department and Professional Practice Leads, have oversight of trainee progress through the year and identification of interventions or modifications for mentors where required.

#### **6.4) The Trainee will:**

- Make initial contact with the Mentor, prior to commencement of their placement, who is responsible for their professional development within the Placement.
- Ensure safeguarding training is completed before the placement commences.
- Ensure they have photographic identification and a copy of the EHU DBS letter on their first day of professional practice. Be aware that the school may request to see the original DBS certificate, although the trainee is not obligated to provide this, the school may choose to withdraw the placement as a result.
- Check and update the name and contact details of their mentor on InPlace
- Ensure that they are proactive in their own learning by playing a key role in the evaluation and reflection of their own professional development and practice on a regular basis.
- Provide a detailed copy of their teaching timetable for the Link Tutor
- Maintain professional standards from the outset.
- Adhere to the Part 2; Personal and Professional Conduct of the Teacher Standards (N/A FET)
- Maintain full attendance, punctuality and professionalism in terms of dress, manner and interpersonal relations as per each school's guidance
- Complete all required activities and paperwork at the stated point in their training.

### **QUALITY ASSURANCE**

#### **7.1) Edge Hill University partners will:**

- Agree and adhere to Edge Hill University processes and procedures (see appropriate Placement Handbook) [ehu.ac.uk/mentorspace](http://ehu.ac.uk/mentorspace)
- Attend Phase/Subject specific Mentor Training and complete Core Mentor training
- Engage with lead mentor and link tutor quality assurance activities in particular the four QA check points for each professional practice.
- Participate in self-evaluation and data collection to support quality assurance

#### **7.2) Edge Hill University will:**

- In collaboration with partners conduct a high quality, open and transparent recruitment and selection process.
- Ensure that the Partnership meets the current DfE Initial Teacher Training (compliance) Criteria <https://www.gov.uk/government/publications/initial-teacher-training-criteria/initial-teacher-training-itt-criteria-and-supporting-advice> and will continue to meet the criteria.
- The University will organise a panel of professionals to review DBS issues comprising representatives from the partnership and the faculty, where appropriate.
- Ensure trainees receive Link Tutor entitlements

- Provide on-going training for partners including core mentor training for each identified mentor (see website for training opportunities, under the specific age phase) and subject specific training (where appropriate).
- Quality assure the mentoring in each setting and for each professional practice through link tutors at four check points, ensuring mentors receive feedback
- Link tutors will check that mentoring supports the intent of the ITE curriculum and positively impacts on trainee progress
- Lead mentors will quality assure a sample of Link Tutor QA process and feedback
- Undertake Professional Practice Evaluation and Review (PPER) processes to provide feedback on the quality of mentoring, incorporating student and mentor feedback
- Provide feedback to partners following any pertinent monitoring activity to facilitate positive future actions and developments

### **7.3) Impact of an 'Inadequate' Ofsted judgement on a placement setting**

If a school has been judged as 'inadequate' by Ofsted, a Risk Assessment Quality Assurance meeting takes place to ensure the school/year group or department are able to provide the appropriate support for trainees.

### **7.4) Ending a Partnership. De-selection of schools from the ITE Partnership will take place following a rigorous additional Quality Assurance visit.**

Edge Hill University has strong links with Partnership Schools/settings and supports them to fulfil the requirements and expectations of the Partnership Agreement. It would be very unusual to consider de-selection of a Partner School and would be a rare occurrence and only if after additional support a school is unable to fulfil their responsibilities in accordance with the Partnership Agreement.

If a concern is identified at the school, the Partnership Development Officer (PDO) will meet with key school staff, the Edge Hill Link Tutor and the trainee to discuss any concerns and to identify any necessary support or training needs to achieve a positive resolution. The PDO will liaise with the school, the ITE lead, and the year group lead to ensure that support is in place for the school and that the trainee receives their training entitlement.

In the case where all support mechanisms have failed and where serious issues remain unresolved, then formal withdrawal of partnership is an option. It may be that a key stage or a department is identified for removal from the partnership. The Head of Partnership Development will review any decisions annually.

### **7.5) The External Examiner**

All the university's programmes are subject to scrutiny by External Examiners who report on areas such as:

- The general standard of the work assessed, assessment against the ITT Core Content Framework/Teachers' Standards (FET: ETF Professional Standards (2022)) and Initial Teacher Education Inspection Framework and comparability with similar levels of work nationally;
- The overall performance of trainees in relation to their peers in other institutions and the [Teachers' Standards](#);
- The overall strengths and areas for development of trainees;
- The overall quality of knowledge and skills (both general and subject-specific) demonstrated by trainees;
- The structure, organisation, design and marking of all assessments;
- The quality of the training programme as indicated by trainee teacher performance;

## **Responsibilities**

During their period of tenure, External Examiners will:

- Look at a sample of trainees' written work and assessments. Samples include a range of trainee attainments and are dependent on trainee availability and the practicalities of arranging an itinerary;
- Review trainee documentation observe trainees teach in school and discuss the lesson with the trainee and Mentor;
- Submit an annual report to the Faculty of Education summarising their findings and identifying key strengths and areas for development of the programme they are responsible for.

### **WIDER PARTNERSHIP ACTIVITY:**

Working in partnership with Edge Hill University enables our partners to access a wide range of ongoing activity for children and school staff. Children can come to campus for 'Aspiration Visits' which include campus tours, taster sessions across a range of subjects and opportunities to engage with academic colleagues and trainees.

Post 14 activity predominately is coordinated by the EHU Student Recruitment Outreach Team, however there are bespoke opportunities for colleges and other settings. We also have a range of CPD (both online and in person) opportunities to deliver specialist subjects to trainees and engagement with research.

Partners attend a Faculty Strategic Partnership Board and participate in Departmental Partnership Advisory Groups, which provide input into key strategic objectives.

Partners are involved in the design and implementation of Recruitment and Selection activity, attending both physical and virtual interviews. Specific focus groups with partners contribute to curriculum development. Partners are welcome to contribute expert knowledge to teaching sessions within a wide range of subject specialism contexts.

Partnership representatives are members of EHU DBS panels.

### **LEGAL PARTICULARS**

#### **9.1) Variation of the Agreement:**

Initial Teacher Education provision is subject to external requirements set by external bodies, i.e. Ofsted, the Department for Education or any other body which may succeed them. Changes in policy and/or requirements by those bodies may result in changes to Initial Teacher Education provision. The University reserves the right to make amendments to the content of this agreement which may be required as a result of changes in policy and/or requirements from Ofsted, the Department for Education or any other body which may succeed them. The most up-to-date version of this partnership agreement will always be available at the following address.

<https://www.edgehill.ac.uk/educationpartnership/partnership-agreements/>

#### **9.2) Inducements:**

Both parties will comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010.

#### **9.3) Disagreements:**

If there arises any point of disagreement between Edge Hill University and partners referring to the terms of this Agreement every effort will be made to resolve this at a local level in the first instance. If this is not successful, the matter shall be referred to the Head teacher or Principal of the setting and Edge Hill University's Head of Partnership. If no resolution is reached, the Head teacher or Principal and the Pro Vice-Chancellor will agree to engage in independent alternative dispute resolution procedures.

#### **9.4) Jurisdiction:**

This Agreement is governed by and shall be construed in accordance with English law. The parties to this Agreement submit to the exclusive jurisdiction of the English Courts.

### **9.5) No assignment:**

Partners shall not sub-let, franchise, assign or transfer the Agreement or any part, share or interest in it to a third party.

Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the Parties, constitute any Party the agent of the other Party, or authorise any Party to make or enter into any commitments for or on behalf of any other Party.

Each Party confirms it is acting on its own behalf and not for the benefit of any other person.

### **9.6) Termination of the Agreement:**

Either of the parties may terminate this Agreement with immediate effect in the event of a breach of any of the terms by the other party. Such termination shall not affect the rights which the party so terminating the Agreement may have against the other party in consequence of the breach. This includes, but is not limited to, the following circumstances:

- If at any time it is unlawful for a party to perform any of its obligations under this Agreement; or
- If a party has appointed a liquidator, provisional liquidator, administrator or similar officer or a like appointment is made in relation to the assets of that party; or
- If where an application is made to a competent court for an order or an order is made, or a meeting is convened, or a resolution is passed for the purpose of appointing a person referred to in the preceding paragraph or for the winding up of the other party or for implementing a scheme or arrangement or for placing the other party under administration; or
- If a party fails to duly and punctually comply with any proper laws binding on it for the purposes of the rights and obligations specified in this Contract; or
- If a party ceases or threatens to cease to carry on the operations customarily carried on by it.

Termination of the Agreement is subject to the condition that each party will fulfil its respective obligations and duties to any continuing trainees registered on provision covered by this Agreement, with the trainees being enabled to complete their Placements without disadvantage.

### **9.7) Data Protection:**

Partners agree that Edge Hill University can store and utilise information that it holds and use that information for enhancing the training and education it provides. For further information see: [Data Protection Act](#) (read the '[Guide to the General Data Protection Regulation](#)') and [Freedom of Information Act 2000](#).

### **10.0 For content and delivery of each ITE Programme:**

- Please see Programme and Placement materials on the relevant sections of the Mentor Space. [ehu.ac.uk/mentorspace](http://ehu.ac.uk/mentorspace)

### **11) Further links:**

The below links will be useful for those staff involved in ITE:

- [Education \(School Teachers' Qualifications\) \(England\) Regulations 2003 \(SI 1662\)](#) - statutory requirements for QTS in England
- [Education \(Specified Work\) \(England\) Regulations 2012 \(SI 762\)](#) - requirements that must be satisfied by individuals who are not qualified teachers to be able to carry out specified work in schools
- [Equality Act 2010](#) - legislation relating to equality, discrimination and employment
- ETF Professional Standards (2022) <https://www.et-foundation.co.uk/professional-standards/>

- Ofsted Updated School Inspection Handbook (July 2022)  
<https://www.gov.uk/government/publications/school-inspection-handbook-eif/schools-inspection-handbook-for-september-2022>
- Core content framework-  
[https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/974307/ITT\\_core\\_content\\_framework\\_.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/974307/ITT_core_content_framework_.pdf)
- Early Career Framework <https://www.gov.uk/government/publications/early-career-framework>

## **PAYMENTS**

Payments to Settings are fixed amount financial contributions, which are agreed, internally within Edge Hill University's, Faculty of Education, prior to the release of the Placement Request documentation, for the following academic year.

The confirmation of a Placement allocation forms an agreement between Edge Hill University and the partner setting. Therefore, confirmation of the Placement allocation should be made in writing by email to each setting and should confirm the requirements and any corresponding payment amount as a formal record and serve in the absence of a Purchase Order.

The agreed payment is subject to full completion of the Placement and the submission of the required documentation.

### **12.1) Pro-rata payment for part completion**

In circumstances where trainees do not complete their Placement in full as originally agreed, for whatever reason, any payments will be subject to a reduction on a pro-rata basis, to fairly represent the work undertaken.

**The table below shows the breakdown of how pro-rata calculations will be made for Placements:**

<b>Portion of Placement completed/ attended</b>	<b>Pro-rata payment amount</b>
Up to and including 5 days completed/ attended	£10 per day attended (Maximum of £50)
Over 5 days and up to 25% of agreed days completed/ attended	25% of agreed payment amount
26% - 50% of agreed days completed/ attended	50% of agreed payment amount
51% - 75% of agreed days completed/ attended	75% of agreed payment amount
76% - 100% of agreed days completed/ attended	100% of agreed payment amount

For each professional practice, any additional attendance, over and above the original agreement must first be discussed and agreed with Edge Hill University in advance of the attendance taking place and there will not normally be any additional payment connected with this attendance. Any voluntary attendance by a trainee is not subject to any payment under any circumstances.

### **12.2) Release of payment**

Release of payment from Edge Hill University follows satisfactory completion in full or part completion of professional practice and associated documentation.

### **12.3) Submission of documentation**

It is the responsibility of partners to ensure the completion and submission of the relevant documentation, in order to ensure payment can be made. The email addresses for the submission of the documentation is as follows:

Full completion of Placement:

- Department of Children and Primary Education: [Primary@edgehill.ac.uk](mailto:Primary@edgehill.ac.uk)
- Department of Early Years Education: [earlyyearssupport@edgehill.ac.uk](mailto:earlyyearssupport@edgehill.ac.uk)
- Department of Secondary and Further Education: [SFEsupportteam@edgehill.ac.uk](mailto:SFEsupportteam@edgehill.ac.uk)

Part completion of Placement:

- Partnership Development Team: [educationpartnership@edgehill.ac.uk](mailto:educationpartnership@edgehill.ac.uk)

Copies of the relevant documentation should be retained by the school/ college/ setting for future reference.

#### **12.4) Edge Hill University Partners will:**

- Ensure that their setting's Bursar/Business Manager is aware of the appropriate payment and that Edge Hill University do not require an invoice for Placement payment, as the release of payment will be triggered by internal procedures upon receipt of the appropriate documentation.
- Provide bank account details as requested for Edge Hill University to facilitate payment by BACS.
- Monitor the attendance of the trainee and ensure the trainee is completing an accurate attendance record and that the mentor / supervisor on a regular basis review this.
- If a Placement ends before the agreed end date, inform Edge Hill University immediately in writing and complete and submit an Early Conclusion of Placement Form to [educationpartnership@edgehill.ac.uk](mailto:educationpartnership@edgehill.ac.uk)
- Inform the setting's Bursar/ Business Manager of the early conclusion so that they can expect a pro-rata payment.
- If the Placement completes in full, contribute to the completion of the Final Progress Form and ensure this is signed and submitted to the relevant academic department within Edge Hill University (see email addresses above) within 2 weeks of the last day of Placement.
- Retain copies of the appropriate documentation for submission in the event that Edge Hill University does not receive this via other channels (e.g. trainee or Link Tutor).

#### **12.5) Edge Hill University will:**

- Ensure the appropriate payment is quoted on the confirmation of allocation email to initiate the agreement between Edge Hill University and the school/ college/ setting in advance of the Placement start date.
- Provide the partner setting with the appropriate documents (or electronic links to the same) for completion.
- Ensure that the setting is set up as a registered supplier and this is kept up to date, so that payment can be made. This will include obtaining the setting's BACS details.
- Apply effective monitoring and tracking mechanisms for the receipt of the required documentation to Edge Hill University to ensure payment can be made.
- Follow up on missing documentation in a timely period to reduce delays in making payment.
- Ensure the required documentation is directed to the relevant department and logged to initiate the release of payment.
- Release the appropriate payment amount as per the agreement or above pro-rata calculation structure in good time following the receipt of the required documentation.
- Provide remittance by email to the school/ college/ setting to confirm when payment has been released.



<b>13)</b>	<b>SUMMARY OF ROLES AND RESPONSIBILITIES:</b>
<b>Trainee</b>	A trainee who is on an Initial Teacher Education (ITE) Programme leading to Qualified Teacher Status (QTS) or Qualified Teacher Learner and Skills (QTLS) at Edge Hill University.
<b>Mentor</b>	A member of staff in a school/college/setting who is a qualified teacher that is responsible for the trainee whilst they undertake their Placement. Main duties include observing the trainee and providing feedback, setting targets, holding weekly review meetings, being responsible for the high-quality training that the trainee receives in the setting and facilitating opportunities in school/college/setting for the trainee to continue to learn and develop. Full details of this role are contained within the Edge Hill University Placement Handbook.
<b>Lead Mentor</b>	Lead Mentors are drawn from Partnership schools and settings, to use their expertise to contribute to the oversight, supervision, and quality assurance of other mentors; design and delivery of training for other mentors; close working with trainees during Intensive Training and Practice, and design of such elements; oversight of trainee progress through the year and identification of interventions or modifications where required.
<b>Lead Contact</b>	A member of staff who has been identified as the main point of contact for the University, and co-ordinates ITE. They will work with Edge Hill University to ensure the training provided is of high quality and is consistent between all their mentors. They will ensure that all required reports and evaluations are returned on the prescribed Placement to ensure that any subsequent payment for placements are received. In some primary schools and in Further Education and Training Settings, more of this role may be undertaken by the Mentor.
<b>Link Tutor (LT)</b>	The Link Tutor is a member of staff at Edge Hill University and provides support for both the trainee and the mentor that they are visiting. They will conduct joint observations with the mentor and observe feedback and discussions between the mentor and the trainee. The Link Tutor will support and provide feedback on the quality of the training and support the mentor in gaining any additional training required either for the mentor themselves or for their trainee.
<b>Head of Partnership Development</b>	A member of staff from Edge Hill University who works strategically across the Partnership.
<b>Operations Manager Partnership Development</b>	A member of staff from Edge Hill University who works strategically with the Head of Partnership Development and leads the Partnership Development Support Team. This role also has responsibility for the placement management system, InPlace.
<b>Partnership Development Support Team</b>	A team of staff from Edge Hill University who liaise directly with schools and trainees regarding Placements.
<b>Partnership Quality Officer (PQO)</b>	A member of staff from Edge Hill University based in Northern Ireland who follows quality assurance processes to ensure new and existing partner settings are suitable for trainee teachers to undertake ITE training.
<b>Partnership Development Officer (PDO)</b>	A member of staff from Edge Hill University who seeks and secures placement offers from school/college/settings and quality assures all professional practices in the North West.
<b>Associate Head of Department for ITE</b>	A member of staff from Edge Hill University from the Faculty of Education academic departments with oversight of ITE programmes.
<b>Programme Leader</b>	A member of staff from Edge Hill University who leads and manages specific ITE programmes.

<b>13)</b>	<b>SUMMARY OF ROLES AND RESPONSIBILITIES:</b>
<b>Course Leader/ Year Leader</b>	A member of Edge Hill University staff who is responsible for the overall training and development of trainees in their subject /year whilst on Placement and in University based sessions.
<b>Strategic Partnership Board</b>	Led by partnership colleagues to support and monitor the strategic development of the Faculty. The Strategic Partnership Board meets termly and establishes working groups to secure partnership involvement in key priorities.

## **AGREEMENT TERMS**

**THIS AGREEMENT is made BETWEEN:**

- (1) The party identified as the "Partner" in the Contract Particulars ("**Partner**"); and
- (2) Edge Hill University, a higher education corporation established in accordance with and an exempt charity regulated by the Office for Students whose address is at St Helens Road, Ormskirk, Lancashire L39 4QP ("**University**").

### **BACKGROUND**

- (A) The Partner is one of the University's academic partners.
- (B) The parties are committed to continuing and enhancing the strong partnership between their respective organisations and agree that there is considerable mutual benefit in doing so.

### **1. DEFINITIONS AND INTERPRETATION**

1.1 In this Agreement, the following words and phrases have the meaning given below unless the context otherwise requires:

**"Academic Related Complaints"** means complaints that relate to Learners' academic programme of study, including complaints about programme delivery, teaching and learning resources;

**"Agreement"** means the terms and conditions of this agreement which include the Contract Particulars, the background statement, these contract terms, together with all expressly incorporated documents;

**"Background IPRs"** means Intellectual Property Rights that belong to or are licensed to a party prior to the Commencement Date and/or that are generated or acquired after the Commencement Date which do not relate to this Agreement but excluding the University Materials;

**"Central Government Body"** means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: a) Government Department; b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); c) Non-Ministerial Department; or d) Executive Agency;

**"Charges"** means the charges set out in the Contract Particulars;

**"Commencement Date"** means the date of this Agreement as set out in the Contract Particulars;

**"Complaints"** means both Academic Related Complaints and Non-Academic Related Complaints;

**"Complaints Process and Policy"** means the University's process and policy for Complaints as amended from time to time;

**"Confidential Information"** means all information which is disclosed by one party to the other whether before or after the date of this Agreement, which is designated in writing as confidential or would appear to a reasonable person to be confidential and which relates to a party's business, including its products, operations, processes, plans or intentions, developments, recipes, trade secrets, know how, design rights, market opportunities, personnel, suppliers and customers of the party disclosing it, all University Data and all information derived from any of the above;

**"Consents"** means all approvals, consents, licences, permissions and authorisations required from any government or similar body or any regulatory authority;

**"Contract Particulars"** means the document headed "Contract Particulars" that is separate to these contract terms and forms part of this Agreement; "**Controller**" has the meaning given to it in the Data Protection Laws;

**"Data Protection Laws"** means the GDPR, the Data Protection Act 2018, and/or other applicable data protection or national/federal or state/provincial/emirate privacy legislation in force, including where applicable, statutes, decisions, guidelines, guidance notes, codes of practice, codes of conduct and data protection certification mechanisms issued from time to time by courts, any authority and other applicable authorities;

**"Data Subject"** has the meaning given to it in the Data Protection Laws;

**"Disclosing Party"** shall have the meaning set out in clause 0;

**"Dispute"** means any dispute, difference or question of interpretation arising out of or in connection with the Agreement, (including any dispute regarding pre contractual negotiations, the existence, validity, performance or termination of the Agreement or the consequences of non-existence or invalidity of the Agreement) whether contractual or non-contractual; **"Edge Hill Quality Management Handbook"** means the University's guide to operational procedures for the approval, monitoring and review of modules and programmes leading to the award of University credit and/ or qualifications, and of academic partner organisations and associated provision as amended from time to time;

**"EIRs"** means the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or any Central Government Body in relation to such regulations;

**"FOIA"** means the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time, together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Central Government Body in relation to such Act;

**"Force Majeure Event"** means an event which is beyond the reasonable control of the affected party and which are not attributable to any wilful act, neglect or failure to take reasonable preventative action by the affected party and which could not have been prevented or avoided by the application of due diligence and reasonable foresight of the affected party and includes (insofar as it is beyond such control) an event which falls into one or more of the following categories:

(a) lock out, work stoppages, slow-downs or any other industrial or labour dispute (excluding, in all cases, any such circumstances to the extent such circumstances involves the employees, agents, subcontractors and/or other Partners of the affected party);

(b) act of God, fire, flood, storm, earthquake, extreme adverse weather conditions;

(c) war, hostilities, military action, riot, pandemic, epidemic, civil commotion, terrorism or civil unrest;

(d) nuclear, chemical or biological contamination or sonic boom;

(e) explosion or malicious damage;

(f) compliance with a law or governmental order, rule, regulation or direction; and

(g) any action taken by a government or public authority, including imposing an embargo, export or import restriction, quota or other restriction or prohibition, or the failure to grant any necessary licence or consent; and provided that mere shortage of materials, equipment, labour or supplies shall not constitute a Force Majeure Event unless this shortage is caused by events or circumstances which are themselves a Force Majeure Event;

**"GDPR"** means that EU General Data Protection Regulation 2016/679 of the European Parliament and of the Council as transposed into United Kingdom national law by operation of section 3 of the European Union (Withdrawal) Act 2018, together with the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019;

**"Good Industry Practice"** means, at all times, the exercise of the highest degree of skill, care, diligence, prudence, efficiency, foresight and timeliness which would reasonably be expected from a person highly skilled and experienced in providing services similar to the Services;

**"Infringing Party"** shall have the meaning given in clause 16;

**"Initial Term"** means 1 year from and including the Commencement Date;

**"Intellectual Property Rights"** means:

(a) patents, utility models, supplementary protection certificates, petty patents, rights in trade secrets and other confidential or undisclosed information (such as inventions (whether patentable or not) or know how) registered designs, rights in copyright, "moral" rights, database rights, design rights, semiconductor topography rights, mask work rights, trademarks and service marks;

(b) all registrations or applications to register any of the items referred to in this Agreement; and

(c) all rights in the nature of any of the items referred to in this Agreement including continuations, continuations in part and divisional applications, reputation, personality or image, trade names, business names, brand names, get up, logos, domain names and URLs, rights in unfair competition and, without prejudice to anything set out elsewhere in this definition, rights to sue for passing off and all rights having equivalent or similar effect to, and the right to apply for any of, the rights referred to in this definition in any jurisdiction;

**"Laws"** means any applicable law, statute, bye law, regulation, order, regulatory policy (including any requirement or notice of any regulatory body), compulsory guidance or industry code of practice, judgements of relevant courts of law and directives, delegated or subordinate legislation in force from time to time;

**"Learner"** means a student, trainee or other category of learner actively undertaking and participating in a programme with the University and who receives the benefit of the Services;

**"Losses"** means all losses, costs, claims, demands, actions, proceedings, fines, penalties, awards, liabilities, damages, compensation, settlements, expenses and/or professional costs and/or charges;

**"Non-Academic Related Complaints"** means complaints that relate to the provision of the Services but not to Learners' academic programme of study, including complaints about facilities and the general environment in which the Services are provided;

**"Non-Infringing Party"** shall have the meaning given in clause 16;

**"OIA"** means the Office of the Independent Adjudicator;

**"Partner Address"** means the Partner's principal place of business;

**"Partner's Authorised Representative"** means the individual specified as such in the Contract Particulars or such other individual nominated by the Partner to represent it for the purposes of this Agreement;

**"Partner's Background IPRs"** means Background IPRs owned by or licensed to the Partner;

**"Partner Personnel"** means all employees, staff, other workers, agents and consultants, of the Partner and/or any Sub Contractor who are engaged in the provision of the Services;

**"Partner Materials"** means any items which the Partner, without input from the University, produces and/or develops and provides to the University in connection with the Services;

**"Personal Data"** has the meaning given to it by the Data Protection Laws, and relates only to personal data, or any part of such personal data, of which the University is the Controller and in relation to which the Partner is the Processor;

**"Personal Data Breach"** has the meaning given to it by the Data Protection Laws;

**"Placements"** means, where relevant to this Agreement, the credit-bearing clinical or professional placements to be provided and fulfilled by the Partner under this Agreement;

**"Premises"** means the place or places where the Services will be performed by the Partner;

**"Processor"** has the meaning given to it by the Data Protection Laws;

**"Process"** has the meaning given to it by the Data Protection Laws, and **"Processing"** shall be construed accordingly;

**"Recipient"** shall have the meaning set out in clause 0;

**"Records"** shall have the meaning set out in clause 44;

**"Request For Information"** shall have the meaning set out in clause 0;

**"Requesting Party"** shall have the meaning set out in clause 0;

**"Services"** means any and all of the services to be provided by the Partner to the University under this Agreement as set out in the Contract Particulars;

**"Special Categories of Personal Data"** shall have the meaning set out in the Data Protection Laws;

**"Sub Contract"** means any contract between the Partner and any Third Party, whereby that Third Party agrees to provide the Services or any part of them;

**"Sub Contractor"** means a Third Party engaged by the Partner under a Sub Contract;

**"Supervisory Authority"** means (a) the Information Commissioner's Office; and (b) any similar regulatory authority responsible for the enforcement of Data Protection Laws;

**"Term"** means the Initial Term as specified in clause 0 and any extension in accordance with clause 0;

**"Third Party"** means any person or entity which is not a party to this Agreement, including as "Third Parties" any of the University's or Partner's contractors;

**"University Address"** means St Helen's Road, Ormskirk, Lancashire L39 4QP;

**"University's Authorised Representative"** means the individual specified as such in the Contract Particulars or such other individual nominated by the University to represent it for the purposes of this Agreement;

**"University Data"** means all data, information, text, drawings, statistics, analysis and other materials embodied in any form relating to the University and which may be supplied by the University and/or which the Partner (and/or any Sub Contractors) generates, collects, processes, stores or transmits in connection with this Agreement;

**"University Materials"** means any items which the University produces and/or develops in connection with the Services;

**"University Personnel"** means all employees, staff, other workers, agents and consultants, of the University and/or any sub contractors who are engaged in the provision of the Services; and

**"Working Day"** means a day (other than a Saturday or Sunday) on which the banks are ordinarily open for business in the City of London.

1.2 In this Agreement (unless the context requires otherwise):

1.2.1 the words **"including"**, **"include"**, **"for example"**, **"in particular"** and words of similar effect shall be construed so that they do not limit the general effect of the words which precede them, and so that any examples that are given are not to be exclusive or limiting examples of the matters in question;

1.2.2 references to this Agreement and any other document referred to in this Agreement, is a reference to it as validly varied, supplemented and/or novated from time to time;

1.2.3 references to any party include (where applicable), its lawful successors, permitted assignees and permitted transferees;

1.2.4 references to the singular include the plural and vice versa and references to any one gender do not exclude other genders;

1.2.5 recitals and headings are all for reference only and shall be ignored in construing this Agreement;

## **2. COMMENCEMENT AND TERM**

### **2.1 Initial Term**

This Agreement shall come into force on the Commencement Date and unless terminated earlier in accordance with clause 0 or otherwise by operation of law, shall continue in force for the Initial Term.

### **2.2 Renewal Term**

At the request of either party during the final year of the Initial Term the parties shall discuss the possible renewal of this Agreement for a further period of five (5) years. In the event that the parties do not agree on such a further period of time, this Agreement shall continue in force, unless terminated by the University giving written notice to the Partner to terminate on or after the end of the Initial Term.

## **3. SERVICES**

3.1 In consideration of the Charges by the University to the Partner, the Partner shall provide the Services to the University in accordance with the terms of this Agreement and shall ensure that:

3.1.1 the Services comply in all respects with:

3.1.1.1 the quality assurance requirements of the University set out in the Edge Hill Quality Management Handbook;

3.1.1.2 the principles for providing support to Learners as set out in relevant University strategies and policies; and

3.1.1.3 Good Industry Practice;

3.1.2 it delivers the Services in a manner to protect the University's work, the University's environment, and the University's facilities and the property and persons of the University and Partner and others from loss, damage, unsafe conditions or injury of any type;

3.1.3 any data or documents (if any) to be uploaded onto the University IT system are virus and bug free;

3.1.4 any Partner Material(s) comply with the relevant specifications and any other requirements set out in this Agreement;

3.1.5 the possession of and/or use by the University of any material made available by or on behalf of the Partner and any Partner Material(s) shall not infringe the Intellectual Property Rights or any right of any Third Party nor expose the University to any claims of infringement of Intellectual Property Rights or of violation of any right;

3.1.6 all Learner and operational documentation provided by the Partner to the University and all information that the Partner makes publicly available in respect of the Services will be complete, up to date, accurate and sufficient to enable the University Personnel to make full and proper use thereof;



3.1.7 it cooperates with any Third Party organisations required by the University, to the extent reasonably necessary for the purpose of providing the Services in accordance with this Agreement;

3.1.8 at all times it allocates sufficient resources with the appropriate technical expertise to provide the Services and to supply any Partner Material(s) in accordance with this Agreement;

3.1.9 it has in place (and the Partner Personnel are aware of the same) a procedure whereby the Partner Personnel shall notify the Partner's Authorised Representative immediately of any malpractice or wrongdoing or other adverse events occurring in connection with the provision of the Services. The Partner shall promptly investigate any notifications and inform the University of any notification which would, if accurate, affect the University, any Learner, the Services, University Data or the operation of the University's operations/business. The provisions of this clause 0 shall be subject to the specific anti-bribery and corruption requirements set out at clause 0; and

3.1.10 there are no actual or potential undertakings, business activities or interests of the Partner which could give rise to a direct or indirect conflict of interest with the interests of the University; and

3.1.11 the Partner will perform its obligations under this Agreement in good faith and not do or permit to be done anything that could in the opinion of the University bring the University into disrepute or damage the reputation of the University.

3.2 The Partner shall at all times comply with:

3.2.1 any governance arrangements specified by the University;

3.2.2 the financial arrangements agreed between the parties;

3.2.3 all relevant Laws;

3.2.4 the University's policies, applicable to delivery of the Services as published at <https://www.edgehill.ac.uk/corporate-information/strategies-policies/> on the Commencement Date and as may be amended from time to time;

3.2.5 the University's reasonable instructions; and

3.2.6 the Partner's own established procedures and practices (to the extent that compliance with the same does not conflict with compliance with the obligations set out in clauses 0 to 0).

3.3 The Partner acknowledges that it is not being appointed as an exclusive provider of the Services to the University.

### **3.4 Delivery of Services**

3.4.1 The Partner acknowledges and agrees that the time of delivery of the Services is of the essence.

3.4.2 The Partner shall provide the following as part of the Services:

3.4.2.1 any services, functions and responsibilities (including any incidental services, functions and responsibilities) not expressly specified in this Agreement as within the scope of the Partner's responsibilities but which are reasonably and necessarily required for, or related to, the proper provision of the Services and to enable the University and the Learners to receive the full benefit of the Services;

3.4.2.2 any assistance reasonably required by the University or Learners in relation to the delivery of the Services; and

- 3.4.2.3 project management, quality evaluation and oversight service for the co-ordination and quality assurance of all of the Partner's obligations under this Agreement.
- 3.4.3 The Partner shall maintain such records as are necessary for the provision of the Services, as may be required by the University (acting reasonably) and to comply with the Laws and shall promptly, on request, make them available for inspection by any relevant authority that is entitled to inspect them and by the University (or its authorised representative).
- 3.4.4 Without prejudice to clause 0, the Partner shall monitor and shall keep the University informed in writing of any changes in Laws which may impact the Services and shall provide the University with timely details of measures and changes it proposes to make to comply with any such changes wherever necessary, designed to eliminate any potential operational disruption.
- 3.4.5 The Partner shall consult with the University on (and wherever possible agree with the University) the manner, form and timing of changes it proposes to make to meet any change in Laws which would impact the Services.
- 3.4.6 The Partner shall be responsible for, and assumes all liability for loss or destruction of or physical damage to all equipment and appliances that are owned by the Partner or loaned to or leased by the Partner by others (including the University).
- 3.4.7 The Partner must, as soon as reasonably practicable, inform the University of any development that may have a material impact on its ability to carry out and provide the Services effectively and in compliance with Laws.
- 3.4.8 The University will stay in regular contact with Learners throughout the provision of the Services by the Partner and provide them with reasonable support. However, the University will not supervise their work. Accordingly, the University will not have any liability to the Partner for any acts or omissions of any Learner which may occur whilst such Learner is working or studying with the Partner and it is agreed that the Partner will not seek to make either the University, or any Learner, personally liable in these circumstances.
- 3.4.9 Unless employed by the Partner prior to receiving the Services, Learners will at no time be, nor shall they be construed for any purpose, as employees of the Partner however the Partner will ensure that Learners have, as far as reasonably practicable, similar work facilities and amenities as those available to the Partner's employees.

## **PARTNER WARRANTIES**

4.1 The Partner represents and warrants to the University that:

- 4.1.1 this Agreement is executed by a duly authorised representative of the Partner;
- 4.1.2 it has full power and authority to execute, deliver and perform its obligations under this Agreement;
- 4.1.3 it has and will maintain in force and shall at all times comply with all the Consents, approvals, licences and permissions (statutory, regulatory, contractually or otherwise) required for the Partner to provide and the University and its Learners to receive the benefit of the Services;
- 4.1.4 there are no currently in force or binding agreements with Third Parties the terms of which would prevent it from entering into this Agreement or would materially impede the performance by it of its obligations under this Agreement;
- 4.1.5 it is not and nor are any of its officers or representatives a party to any litigation proceedings or disputes which will have a material adverse effect upon its ability to perform its obligations under this Agreement; and

4.1.6 the Partner and anyone acting on its behalf has not given or offered any form of inducement to the University or anyone acting on its behalf in return for the University entering into this Agreement.

4.2 The Partner shall notify the University in the event that any of the warranties made under this Agreement become, at any time, no longer true or accurate.

4.3 For the avoidance of doubt, any breach of the above warranties by the Partner shall in no way prejudice the University's right to terminate this Agreement.

## **PRICING, INVOICING AND PAYMENT**

The parties shall comply with their respective obligations in respect of the Charges.

## **EXPENSES**

The Partner shall bear all expenses incurred by it in providing the Services and the University shall not be obliged to reimburse it for any such expenses unless otherwise agreed in writing.

## **STANDARDS AND QUALITY**

7.1 The Services are subject to standard University quality assurance processes including validation, revalidation, annual monitoring, periodic review and service audits as detailed in the Edge Hill Quality Management Handbook.

7.2 The Partner shall provide such assistance as the University requires in relation to the University's annual review process for academic partnerships as set out in Edge Hill Quality Management Handbook.

## **COMPLAINTS**

8.1 The Partner shall, as required by the University, provide the University with access to its procedure for handling Complaints for the University's approval.

8.2 When the Partner receives a Complaint, the Partner shall notify the University immediately and consult with the University as to whether the Complaint is an Academic Related Complaint or a Non-Academic Related Complaint.

8.3 In respect of Academic Related Complaints, Learners will first follow the Partner's complaints procedure. If the matter is not resolved to the satisfaction of the Learner, the Learner can access the University's Complaints Process and Policy . Academic Related Complaints that are not resolved to the satisfaction of the Learner through the University's complaints procedures may be referred by the Learner to the OIA.

8.4 In respect of Non-Academic Related Complaints, Learners will first follow the Partner's complaints procedure. If the matter is not resolved to the satisfaction of the Learner, the Learner may refer the such complaint to the OIA.

8.5 The Partner will notify the University annually of the outcome of each Complaint that it has received in accordance with the Complaints Process and Policy.

## **MARKETING, PROMOTION AND RECRUITMENT**

9.1 The University and the Partner shall jointly be responsible for marketing the Services and shall comply with their respective obligations.

9.2 The Partner shall ensure that all marketing and publicity materials relating to the Services are approved by the University prior to publication.

## **AUTHORISED REPRESENTATIVES**

- 10.1 Each party has appointed an appropriately qualified and experienced representative to operate as its authorised representative for the purposes of this Agreement. As of the Commencement Date, these are the Partner's Authorised Representative and the University's Authorised Representative.
- 10.2 Each party may change the identity of its Authorised Representative by giving prior written notice to the other party.
- 10.3 It is intended that each party's Authorised Representative has at all times a counterpart Authorised Representative of equivalent seniority and expertise.
- 10.4 The Partner's Authorised Representative shall:
- 10.4.1 be the University's point of contact at the Partner for all matters arising out of, or in connection with, this Agreement;
  - 10.4.2 be responsible for managing the relationship with the University on a day to day basis;
  - 10.4.3 be responsible for ensuring the performance of the Services on the part of the Partner; and
  - 10.4.3 where a Dispute arises under this Agreement, meet with the University's Authorised Representative to attempt to resolve the Dispute informally in accordance with clause 0.
- 10.5 The University's Authorised Representative shall:
- 10.5.1 be the Partner's point of contact at the University for all matters arising out of, or in connection with, this Agreement;
  - 10.5.2 be responsible for managing the relationship with the Partner on a day to day basis;
  - 10.5.3 be responsible for monitoring the performance of the Services on the part of the University; and
  - 10.5.4 where a Dispute arises under this Agreement meet with the Partner's Authorised Representative to attempt to resolve the Dispute informally in accordance with clause 0.
- 10.6 The Partner's Authorised Representative or notified deputy, who shall be approved by the University, shall be accessible to the University's Authorised Representative by telephone at all reasonable times. The Partner shall provide such additional management support as is necessary for the efficient operation of this Agreement.

## **EMPLOYEES**

- 11.1 The Partner shall be fully responsible for the management of, and the acts and omissions of, all the Partner Personnel and any of its Sub Contractors in connection with the provision of the Services and shall indemnify the University in relation to any Losses it incurs in relation to any such acts or omissions.
- 11.2 The Partner Personnel shall comply with all of the University's policies applicable to delivery of the Services, including the University's equality and diversity and harassment and bullying policies, as published at <https://www.edgehill.ac.uk/corporate-information/strategies-policies/> on the Commencement Date and as may be amended from time to time.
- 11.3 The Partner shall use all reasonable endeavours to ensure that no damage to the University's reputation occurs as a result of any failure by the Partner or any of the Partner Personnel to comply with such policies.
- 11.4 The Partner shall, insofar as is lawful, vet all the Partner Personnel to ensure that:

11.4.1 they have no criminal record (excluding minor motoring offences), save where such criminal record has been disclosed to the University and the University has given prior written consent to such member of the Partner Personnel commencing work on the Services;

11.4.2 they have provided satisfactory proof of their identity to the Partner; and

11.4.3 they have complied with all relevant immigration regulations and lawfully live and work in the country in which they are providing the Services.

11.5 The Partner shall be responsible for appointing the Partner Personnel. The Partner Personnel assigned to deliver the Services are and shall remain, in all circumstances, under the administrative control and the sole managerial and disciplinary authority of the Partner (or the Partner Personnel's own employer, for Partner Personnel that are not employees of the Partner) for the entire Term. Consequently, the Partner shall be solely responsible for the administrative and management of the Partner Personnel and for the payment of all salaries, contributions, benefits, costs, charges, expenses and any other amounts due to the Partner Personnel and other disbursements incurred or owing to the Partner Personnel as a result of their carrying out the Services. The Partner shall be solely responsible for the claims of the Partner Personnel and shall release, defend, and indemnify the University from and against such claims.

## **TERMINATION RIGHTS**

12.1 The University may, without prejudice to its other rights and remedies arising under or in connection with this Agreement or by law, terminate this Agreement with immediate effect by written notice to the Partner, on or at any time after the occurrence of any of the following events:

1. the Partner commits a material breach of this Agreement (being a single event or a series of events which together constitute a material breach) which is incapable of remedy or is capable of remedy but has not been remedied within thirty (30) days (or such longer period as may be specified in the notice) of receipt of a written notice identifying such breach and the University's intention to terminate this Agreement; or
2. the Partner is or becomes unable to pay its debts as they fall due or is or becomes insolvent.
2. For the purposes of clause 1 a breach shall be considered capable of remedy if the Partner can comply with the obligation in question in all respects other than the time for performance (except where time is of the essence).
3. For the purposes of clause 1, any of the following breaches by the Partner shall constitute a material breach, but this does not mean that a breach by the Partner of any other clause shall be a non-material breach:  
  
failure to comply with the University's processes that assure relevant quality assurance standards;  
  
the Partner or any Partner Personnel is guilty, in the reasonable opinion of the University, of gross misconduct or commit a material or repeated breach of any of the terms of this Agreement;  
  
the Partner or Partner Personnel commits any act of fraud or dishonesty or acts in a manner which in the opinion of the University brings or is likely to bring the University into disrepute; and  
  
any breach of clauses 0, 0, 0, 0, 0 or 0;
4. Notwithstanding the above, the University shall be entitled to terminate this Agreement or any part of it, including any study abroad programme, exchange arrangement or Placement provided by the Partner for a particular Learner, at any time by giving the Partner written notice of termination.

## **CONSEQUENCES OF TERMINATION**

5. On expiry or termination of this Agreement for any reason, the Partner shall immediately deliver to the University:

all materials and all copies of information and data provided by the University to the Partner for the purposes of this Agreement. The Partner will confirm in writing to the University that it has not retained any copies of such materials or other information or data; and

all documentation comprised in any Partner Material(s) and existing at the date of such termination, whether or not then complete.

On expiry or termination of this Agreement for any reason, the Partner shall:

provides such assistance to the University as the University may require to ensure the organised and timely rundown and transition of the Services to the University or any replacement partner as subject to annual review by the University;

so as to enable an efficient transition of service delivery to a replacement partner; and/or

assist the University in the development of a closure plan for the Services in accordance with the Edge Hill Quality Management Handbook, including the management of outgoing students' experience, the teach out of provision, management of student communications, and the return of loaned resources.

Termination or expiry of this Agreement, or termination of any of the Services, howsoever caused, shall not prejudice any rights and remedies of either party which may have accrued under this Agreement up to the date of termination or expiry, and shall not affect any provision of this Agreement which is expressly or by implication intended to come into or remain in effect on or after termination or expiry including this clause including the following clauses:

clauses 0 – 0 (inclusive);

clause 0;

clauses 0 – 0 (inclusive); and

clause 0.

## **FORCE MAJEURE**

Subject to compliance with clause 0, one party shall not be liable to the other for delay or non-performance of its obligations under this Agreement for as long as and to the extent that this is due to a Force Majeure Event.

Where the Partner is delayed or prevented from performing its obligations under this Agreement by a Force Majeure Event:

the Partner shall notify the University as soon as reasonably possible with details of the Force Majeure Event, its effect on the relevant obligations and its estimated duration; and

the Partner shall use all reasonable endeavours to mitigate the effect of the Force Majeure Event upon the performance of its obligations under this Agreement.

As soon as reasonably possible following the end of the Force Majeure Event, the Partner shall notify the University and this Agreement shall continue to be performed on the terms existing immediately before the occurrence of the Force Majeure Event, unless agreed otherwise by the parties.

The University may partially or fully terminate the Agreement if the provision of the Services is materially affected by a Force Majeure Event which lasts for a continuous period of three (3) months unless the Parties agree otherwise in writing.

## **LIABILITY**

6. Nothing in this Agreement excludes or limits either party's liability for:

death or personal injury caused the other party's negligence;

fraud or fraudulent misrepresentation; or

any other liability which cannot be excluded or limited by law.

The University shall not be liable to the Partner in contract, tort (including negligence or breach of statutory duty) or otherwise howsoever and whatever the cause thereof for any:

economic loss of any kind whatsoever;

loss of profit;

loss of business contracts, revenues or anticipated savings;

damage to the Partner's reputation or goodwill;

loss resulting from any claim made by any third party; or

special, indirect or consequential loss or damage of any nature whatsoever.

The Partner shall indemnify and keep indemnified the University, its officers and employees on demand against all losses, damages, liabilities, penalties, fines and expenses (including, without limitation, legal expenses) incurred or suffered by the University in relation to the delivery of the Services by the Partner provided that the Partner's liability under this Agreement shall not exceed £10,000,000.

## **INSURANCE**

The Partner will hold and maintain with a reputable insurer approved by the University public liability, employer liability, and such other appropriate insurances as are necessary to cover the Partner, the Partner Personnel, and the University in respect of personal injury or death, or injury, loss or damage to property, and vicarious liability.

The Partner will hold and maintain with a reputable insurer approved by the University insurance to cover the Partner in respect of claims by Learners, Partner Personnel and third parties arising from the provision of the Services.

Prior to the commencement of the Services, and as and when each policy of insurance is renewed (and, in any event, on request from the University), the Partner shall provide to the University a certificate of insurance confirming that the insurance is in force and evidencing the payment of its insurance premiums and its insurance coverage.

The Partner will use all insurance monies to indemnify the University or make good the loss, damage or destruction for which the money has been received and shall make good any deficiency from the Partner's own resources.

## **CONFIDENTIALITY AND ANNOUNCEMENTS**

Each party receiving Confidential Information ("**Recipient**") from the other ("**Disclosing Party**") shall keep that information confidential and comply with this clause 0. In particular the Recipient shall:

use the Disclosing Party's Confidential Information solely for the purposes of fulfilling its obligations under this Agreement;

keep the Disclosing Party's Confidential Information secure and, without prejudice to the foregoing, take no lesser security measures and degree of care to protect the Disclosing Party's Confidential Information than the Recipient applies to its own confidential or proprietary information; and



not disclose the Disclosing Party's Confidential Information to any Third Party except with the prior written consent of the Disclosing Party or in accordance with this clause 0.

Notwithstanding clause 0, the Recipient may disclose the Disclosing Party's Confidential Information to its directors and employees and any Sub Contractor or other Third Party which is directly involved in, and need to know such Confidential Information for the purpose of, the provision or the receipt of the Services.

Notwithstanding clause 0, the University may use the Partner's Confidential Information to the extent necessary to enable it to gain the benefit of this Agreement (including licences and ownership rights granted to it under this Agreement), and may disclose the Partner's Confidential Information to the University's other service and goods providers to the extent reasonably required to enable them to provide their services and goods to the University.

The Partner shall ensure that the directors, employees, Subcontractors and Third Parties described in clause 0 are aware of the confidential nature of the Confidential Information. The Partner shall further impose upon them, and procure compliance with, confidentiality obligations which are substantially the same as those that are set out in this clause 0, except that disclosure by those Sub Contractors or other Third Parties shall be prohibited.

The obligations of confidentiality set out in this clause 0 shall not apply:

where the Disclosing Party has given its specific prior written consent to the disclosure;

to Confidential Information which, at the Commencement Date, is or becomes at any time after that date, within the public domain (other than as a result of a breach of this clause 0);

where the Recipient can show that the information was obtained, free from any restrictions as to its use or disclosure, from a Third Party who was free to divulge it;

where disclosure is to any potential or actual replacement partner, provided that any such partner enters into confidentiality undertakings equivalent to the provisions of this clause 0; or

where the information was developed by, or for, the Recipient independently of any information received under this Agreement and by persons who had no access to, or knowledge of, that information.

Neither party shall be in breach of clauses 0 to 0 where it is required to disclose the other party's Confidential Information by a court or regulatory authority of competent jurisdiction. Where a party is so required to make such a disclosure, it shall, where practicable and/or permissible, consult with the Disclosing Party as to the terms, content or timing of the disclosure, and shall use reasonable endeavours to limit the scope of the required disclosure and to maintain the confidentiality of the disclosed Confidential Information to the extent possible.

To the extent that the University's Confidential Information is no longer required by the Partner to enable the Partner to perform its obligations or exercise its rights under this Agreement, the Partner shall (and shall procure that its directors, employees, Sub Contractors and other relevant Third Parties shall) either return such Confidential Information together with any copies, notes, transcriptions or records of the information in its control, power or possession, to the University promptly following a demand from the University or (at the University's option) destroy it and provide written certification that it has done so, as signed by a duly authorised representative of the Partner.

The Partner shall not (except as permitted under this Agreement):

disclose or permit disclosure of any details (including the existence) of this Agreement to any Third Party;

disclose that the University is its partner to any Third Party; or

use the University's name and/or brand in any promotion or marketing or announcement of orders,

without having first obtained the prior written consent of the University.

The Recipient acknowledges and agrees that damages alone may not be an adequate remedy for any breach, or threatened breach, of the confidentiality obligations set out in this clause 0 and that the Disclosing Party shall be entitled to the remedies of injunction, specific performance and other equitable relief.

## **FREEDOM OF INFORMATION**

11.1 The parties acknowledge that they are each subject to the requirements of the FOIA and the EIRs. Each party shall, in connection with information relating to this Agreement and any request for information relating to the same ("**Request For Information**"):

11.1.1 provide all necessary assistance and cooperation (free of charge) as reasonably requested by the other party ("**Requesting Party**") to enable the Requesting Party to comply with its obligations under the FOIA and EIRs;

11.1.2 provide the Requesting Party with a copy of all information belonging to the Requesting Party requested in a Request For Information which is in its possession or control in the form that the Requesting Party requires within five (5) Working Days (or such other period as the Requesting Party may reasonably specify) of the Requesting Party's request for such information; and

11.1.3 not, where the information requested in the Request For Information relates to the other party, respond directly to a Request For Information made to the Requesting Party unless authorised in writing to do so by the Requesting Party.

11.2 Each party acknowledges that it may be required under the FOIA and EIRs to disclose information without consulting or obtaining consent from the other party. Each party shall take reasonable steps to notify the other party of a Request For Information (in accordance with the Secretary of State's Section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA) to the extent that it is permissible and reasonably practicable for it to do so but (notwithstanding any other provision in this Agreement) the party requested to provide the information shall be responsible for determining in its absolute discretion whether any information is exempt from disclosure in accordance with the FOIA and/or the EIRs.

11.3 Each party shall provide, where reasonably practicable within twenty four (24) hours and in any event within two (2) Working Days of receipt of a request from the Requesting Party, such information as the Requesting Party may reasonably require in response to any Parliamentary request for information or any other emergency request received from a Crown Body, Chief Officer of Police or other regulatory authority.

## **INTELLECTUAL PROPERTY**

7. All Background IPRs of a party or its Third-Party licensor shall remain vested in that party or the relevant Third Party licensor.
8. Background IPRs of the University shall not be used by the Partner for any purpose whatsoever without the University's prior written consent and then only if used in compliance with the University's brand guidelines or other reasonable written instructions. Unless expressly granted herein, neither this Agreement nor any disclosure made hereunder grants any license to the Partner in respect of such Background IPRs.
9. Subject to clause ☐10, the Partner grants to the University, a royalty free, worldwide, non-exclusive, transferable, perpetual, and irrevocable licence to use any material and the Partner Materials provided by or on behalf of the Partner to the extent necessary for Learners in respect of the Services during the Term as set out under this Agreement and for such other purposes as the parties may agree in writing from time to time. The University may allow its contractors, service providers, customers and potential customers to access such material.
10. Except as provided in clauses ☐7 and ☐13, and noting that the University may, from time to time request that the Partner assists in the development of University Materials, the parties acknowledge and agree

that all Intellectual Property Rights in University Materials to which the Partner contributes (but which are not Partner Materials) shall vest in the University unconditionally and immediately, as and when they are created. Accordingly, to the extent that any Intellectual Property Rights in the University Materials vest in the Partner, the Partner irrevocably assigns free of charge, to the University as at the date of creation, all of its worldwide rights, title and interest (including all Intellectual Property Rights) in and to any University Material(s), on an exclusive basis, with full title guarantee for all purposes, applications, fields of use, in any form or format whatsoever, including by way of an assignment of future Intellectual Property Rights all Intellectual Property Rights in the University Materials including the right to take action for any past, present and future damages and other remedies in respect of any infringement.

11. Such assignment shall include in particular the following rights:
  1. the right to reproduce, including the right to digitise, reproduce in whole or in part any University Materials in any form and format, in any analogical or digital media, by any process, each whether existing now or to be discovered in the future, in any language, and to make or have made any original or copies;
  2. the right to represent all or part of any University Materials in any form and format and by any process, each whether existing now or to be discovered in the future;
  3. the right to use all or part of any University Materials, in any language and in any country, by any process inherent in said rights of use;
  4. the right to distribute all or part of any University Materials, which shall include the right to sell, loan, license, rent, distribute, download in any language and by any means whether known at present or to be discovered in the future;
  5. the right to modify, adapt, improve, correct, translate in any form and presentation all or part of any University Materials; and
  6. the right to assign or license (at the University's decision) all or part of the rights assigned to the University in accordance with this clause 11.
12. The Partner shall execute, and shall procure that any Sub Contractor execute, such documents and do such things as the University may consider reasonably necessary to give effect to clause 10.
13. To the extent required by the University to use any Partner Materials or provide the benefit of the Services to Learners in accordance with this Agreement, the Partner grants to the University a perpetual, non-exclusive, transferable, royalty free and worldwide licence to use, copy, modify and adapt (with the right to sub license such rights to other third parties engaged by the University, together with customers and potential customers of the University) any Partner Background IPRs within any Partner Materials or provided in connection with the Services.
14. The Partner shall ensure that its employees, contractors consultants and Sub Contractors waive all moral rights they might have in any Partner Materials.
15. The Partner shall at all times during and after the Term indemnify and hold harmless the University (and the University's contractors, officers and employees) against all claims, demands, actions, proceedings and all Losses in relation to any infringement or alleged infringement of any Third Party's Intellectual Property Rights and/or unfair competition or alleged unfair competition and/or any violation of a Third Party right, suffered by the University as a result of the University's receipt, use or possession of the Services (including the University's possession, use and/or exploitation of any of the University Materials or any possession, use and/or exploitation thereof by any of the University's contractors, officers and employees under this Agreement.
16. Without prejudice to any other right or remedy a party may have, if, at any time, an allegation of infringement of Intellectual Property Rights and/or of unfair competition and/or any other violation of the rights of a Third Party is made or there is likely to be such an allegation, the party which owns the Intellectual Property Rights (such party being the **"Infringing Party"**) which are the subject of such

allegation may, at its own expense and at the other party's (such other party being the "**Non-Infringing Party**") option:

1. replace or modify the relevant Partner Materials or University Materials with non-infringing substitutes provided that such substitutes do not adversely affect the performance or functionality of the Services; or
  2. procure for the Non-Infringing Party the right to continue using the relevant Partner Materials or University Materials provided that there is no adverse effect on (including any reduction in the scope of use of) the Services.
  3. If the Infringing Party elects to modify the item(s) or to supply substitute item(s) under clause □16.1 or to procure a licence in accordance with clause □16.2 but this has not avoided or resolved the claim, the Non-Infringing Party may return the Partner Materials or University Materials to the Infringing Party and, without prejudice to any other right or remedy the Non-Infringing Party may have, if the Non-Infringing Party does so, the Infringing Party shall be liable for all reasonable and unavoidable costs of substitute items pursuant to the terms of this Agreement.
17. In the case of any Background IPRs licensed by a party from a Third Party and incorporated or provided in conjunction with or in any Partner Materials or University Materials or provided to the other in conjunction with the provision of the Services, the party providing the Partner Materials or University Materials will ensure that it has obtained any necessary authority, permission and rights from the relevant Third Party to grant the rights in the same terms as set out in clauses □9 and □13, as applicable above.
18. Neither the Partner nor the University shall be prevented or restricted from developing and using any techniques, ideas, concepts, information or know how relating to methods or processes of general application which can be recalled only from the unaided memories of the Partner Personnel or University Personnel provided that in doing so there is no infringement of the Intellectual Property Rights of the other party and provided such use does not constitute a breach of clause 0.

## **DATA PROTECTION & SECURITY**

19. The parties acknowledge that, for the purposes of Data Protection Laws, the University is the Controller and the Partner is the Processor of any Personal Data. The University shall own all right, title and interest in and to all of the Personal Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of all Personal Data.
20. Each party confirms that it holds, and during the term of this Agreement will maintain, all registrations and notifications required in terms of the Data Protection Laws which are appropriate to its performance of the obligations under this Agreement.
21. Each party confirms that, in the performance of this Agreement, it will comply with Data Protection Laws.
22. The Partner will:
1. Process Personal Data only on documented instructions from the University, unless required to do so by Data Protection Laws or any other applicable law to which the Partner is subject; in such a case, the Partner shall inform the University of that legal requirement before Processing, unless that law prohibits the Partner to so inform the University;
  2. ensure that persons authorised to Process the Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
  3. take all measures required pursuant to Article 32 of the GDPR in respect of security of Processing;
  4. not commission any subcontractor in respect of Processing Personal Data without the University's prior written consent (such consent not to be unreasonably withheld or delayed), and ensure that any such subcontractor the Partner commission complies with the provisions of this clause 22 as if it was a party;

5. taking into account the nature of the Processing, assist the University by putting in place appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the University's obligation to respond to requests for exercising the Data Subject's rights laid down in Data Protection Laws, to the extent that such requests relate to this Agreement and the Partner's obligations under it;
6. assist the University in ensuring compliance with the University's obligations pursuant to Articles 32 to 36 of the GDPR taking into account the nature of Processing the Personal Data and the information available to the Partner;
7. at the University's option, delete (to the extent practicable) or return all the Personal Data to the University after termination of this Agreement or otherwise on the University's request, and delete existing copies (to the extent practicable) unless applicable law requires the Partner's ongoing storage of the Personal Data;
8. make available to the University all information necessary to demonstrate the Partner's compliance with this clause 22, and allow for and contribute to audits, including inspections, conducted by the University or another auditor mandated by the University; and
9. inform the University immediately if, in the Partner's opinion, an instruction from the University infringes (or, if acted upon, might cause the infringement of) Data Protection Laws;
23. Each party will notify the other party as soon as is reasonably practicable if it becomes aware of a Personal Data Breach relating to either party's obligations under this Agreement.
24. The University shall undertake appropriate data protection impact assessments to ensure that Processing of Personal Data complies with Data Protection Laws. The Partner will provide the University with reasonable assistance, where necessary and upon the University's request, in carrying out any data protection impact assessment and undertaking any necessary prior consultation of the Supervisory Authority.
25. The University shall ensure that:
  1. it is able to justify the Processing of Personal Data in accordance with Article 6(1) of the GDPR (including, where applicable, obtaining any and all consents of Data Subjects required in order to commence the Processing), and that the University has recorded or documented this in accordance with the record keeping requirements of the GDPR;
  2. where Personal Data falls within the Special Categories of Personal Data, Article 9(2) of the GDPR applies to that Personal Data before Processing takes place;
  3. where Article 9(2) of the GDPR does not apply to any Personal Data falling within the Special Categories of Personal Data, no such data will be sent to the Partner; and
  4. it has all necessary appropriate Consents and notices in place to enable lawful transfer of the Personal Data to the Partner for the duration and purposes of this Agreement.
26. The parties acknowledge and agree that, for the purposes of Article 28(3) GDPR (or any other equivalent provisions of the Data Protection Laws) that:
  1. the subject matter, duration, nature and purpose of the Processing shall be as set out in this Agreement and to the extent necessary for the delivery of the Services by the Partner;
  2. the categories of Data Subject shall be as set out in the Contract Particulars; and
  3. the types of Personal Data shall be as set out in the Contract Particulars.
27. In the event that the Partner:
  1. complies with the University's instructions in respect of Processing, the Partner shall not have any liability (subject to the Partner's limit of liability set out in clause 0) for any damage caused by Processing that Personal Data, or for any consequences in the event that such Processing otherwise infringes Data Protection Laws, to the extent that such damage or consequences result from the Partner's compliance with such instructions; and/or
  2. refuses to comply with the University's instructions in respect of Processing due to concerns that compliance will cause a breach of Data Protection Laws, the Partner shall not have any liability (subject to the Partner's limit of liability set out in clause 0) for any failure to follow such instructions.
28. The Partner agrees to indemnify, and keep indemnified and defend at its own expense, the University, against all costs, claims, damages or expenses incurred by the University or for which the University may become liable, due to any failure by the Partner or its employees or agents to comply with this clause 0.

## **UNIVERSITY DATA**

29. The Partner acknowledges that the University Data is the property of the University and the University reserves all Intellectual Property Rights which may, at any time, subsist in the University Data.

30. The Partner shall only store, copy or use the University Data to the extent necessary to perform its obligations under this Agreement and shall not disclose it to any Third Party without the prior written approval of the University.
31. In the event that, at any time and from time to time, through the provision of the Services, the Partner is deemed, by virtue of Directive 96/9/EC (as implemented in local applicable law) or otherwise, to be the first owner of any database right or other Intellectual Property Rights in or in relation to any of the University Data (including that created as a result of any derivations of the University Data or analysis based on or learnt from the University Data), the Partner shall immediately assign all Intellectual Property Rights in that University Data to the University, and shall do such things, and shall procure that any Sub Contractor assigns and does all such things, as the University may reasonably consider are necessary to give effect to this clause 0.
32. If at any time the Partner suspects or has reason to believe that the University Data has or may become lost or corrupted in any way for any reason, then the Partner shall immediately notify the University and inform the University of what remedial action it proposes to take.
33. The Partner will, as soon as practicable and, in any event, within ten (10) Working Days of a request from the University, provide a full copy of the University Data whenever requested by the University.
34. The Partner shall at all times ensure that the University Data is kept separate from other data and is secure and not capable of being accessed by a Third Party (other than the Partner's Sub Contractors and Partner Personnel properly authorised to access such data in order to support the performance of the Services).
35. The Partner will not mortgage or place liens over the University Data or purport or attempt to withhold or otherwise do any act or omission that does or would, in any way, fetter the University's access to the University Data. The Partner shall not process or deal with the University Data in any way other than in accordance with the University's written instructions.
36. Unless instructed otherwise by the University, the Partner shall not:
1. disclose, use, modify, store, copy or adapt the University Data, unless specifically and expressly required for the purposes of complying with its obligations under this Agreement;
  2. merge or combine the University Data with other data; or
  3. remove any proprietary or copyright notices contained within or relating to the University Data, except as may be necessary for the performance by the Partner of its obligations under this Agreement or as otherwise expressly authorised by the University.
37. In the event that any of the University Data is corrupted or lost or sufficiently degraded as a result of the Partner's negligence or default so as to be unusable then, in addition to any other remedies that may be available to the University under this Agreement or otherwise, the University shall have the option to:
1. require the Partner at its own expense to restore or procure the restoration of the University Data and the Partner shall use all reasonable endeavours to do so as soon as possible; or
  2. itself restore or procure the restoration of the University Data and require the Partner to reimburse the University for any reasonable costs incurred in so doing.
38. If at any time any incident occurs which may adversely affect the University Data or the University's reputation, then the Partner shall notify the University and provide the University with details of the remedial action it proposes to take, including details of how the Partner will ensure such event does not occur in respect of, and/or there is no impact on, the University Data.
39. The Partner acknowledges that damages may not be an adequate remedy if it breaches any provision of this clause 0. The University shall be entitled to seek any legal or equitable relief, including an injunction, upon the breach (or reasonably anticipated breach) of any part of this clause 0.

## **HEALTH AND SAFETY**

40. The Partner acknowledges that, where appropriate, it has been supplied with a copy of the University's current policy regarding health and safety. The Partner agrees to comply with such policy, and any additional policies made known to the Partner from time to time by the University, together with the Laws governing such matters. The Partner shall ensure that the Partner Personnel also comply with these policies and the Laws.
41. Each party shall notify the other of any health and safety hazards at the Premises of which it becomes aware. The Partner shall draw these hazards to the attention of Learners and University Personnel engaged in the performance of the Services at the Premises and shall instruct such persons in connection with any necessary associated safety measures.
42. The Partner will, as requested by the University:
- 47.1 provide a copy of its health and safety policy for the University's approval; and/or
- 47.2 undertake a full risk assessment of the Services,
- 47.3 prior to any Services being provided.
43. During the Term, the Partner shall provide copies of all any health and safety logs or records in relation to the Services to the University as required by all relevant Laws.

## **RECORD KEEPING, AUDIT AND INSPECTION**

44. The Partner shall keep detailed records of all activities carried out in connection with the provision of the Services, including but not limited to any such records as are expressly required to be kept by the Partner under this Agreement ("**Records**").
45. The Partner shall keep the Records at the Partner Address during the Term and for at least seven (7) years after the expiry or earlier termination of this Agreement.
46. The Partner shall grant to the University, its agents and representatives, and to any statutory or regulatory auditors of the University, the right of access to any of the Partner Address, the Premises (if such premises are not in the possession and control of the University), systems, the Partner Personnel and (and, if necessary, the right to copy) the Records as the University may reasonably require during normal business hours in order to:
1. verify that the Partner is complying with the terms of this Agreement;
  2. identify suspected fraud or material mistakes, in which case the University and any statutory or regulatory auditors of the University or its authorised agents may discuss any matter with any Partner Personnel as the University may reasonably require, and the University will be under no obligation to inform the Partner of the objective of its investigations;
  3. fulfil any request by a regulator in the course of carrying out its regulatory functions; and
  4. conduct the University's internal and statutory audits including preparing the University's annual and interim reports and any other reports required by any internal auditor or external auditor or regulator.
47. Following the annual review process for this Agreement and subject to any requirements specified by a regulator, any audit or monitoring undertaken in accordance with this clause 0 shall be subject to the University providing at least ten (10) Working Days' notice.
48. If any audit or other inspection by or on behalf of the University demonstrates any non-compliance by the Partner of its obligations pursuant to this Agreement, the Partner shall, without prejudice to any other rights and remedies the University may have:
1. remedy the cause of such non-compliance as soon as reasonably practicable; and



2. promptly refund the University all costs and expenses relating to such audit or inspection (including those of Third Party advisers).
49. The Partner shall grant to the University and its authorised agents the right of access to any of the Partner's property and/or Partner Personnel as the University may reasonably require during normal business hours in order to observe the activities of the Partner for the purposes of monitoring and/or better understanding of the Services.

## **NOTICES**

50. Any notice to be given under this Agreement shall be in writing in the English language and signed by, or on behalf, of the party giving it.
51. Notices other than email notices shall be delivered:
- 56.1 to the University at the University Address and marked for the attention of the University's Authorised Representative; and
- 56.2 to the Partner at the Partner Address and marked for the attention of the Partner's Authorised Representative.
52. Notices shall be deemed delivered as follows:

<b>Manner of Delivery</b>	<b>Deemed time of delivery</b>	<b>Proof of Placement</b>
<b>Email</b>	9.00 am on the first Working Day after sending.	Dispatched in an emailed pdf form to the correct email address without any error message.
<b>Personal delivery</b>	On delivery, provided delivery is between 9.00 am and 5.00 pm on a Working Day. Otherwise, delivery will occur at 9.00 am on the same Working Day (if delivery is before 9.00 am) or 9.00 am on the next Working Day (if after 5.00 pm).	Properly addressed and delivered as evidenced by signature of a delivery receipt.
<b>Prepaid, Recorded delivery or other service providing proof of delivery</b>	At the time recorded by the delivery service, provided that delivery is between 9.00 am and 5.00 pm on a Working Day. Otherwise, delivery will occur at 9.00 am on the same Working Day (if delivery is before 9.00 am) or 9.00 am on the next Working Day (if after 5.00 pm).	Properly addressed prepaid and delivered as evidenced by signature of a delivery receipt.
<b>Prepaid international air postal service with a requirement for signature on delivery</b>	At the time recorded by the delivery service, provided that delivery if between 9.00 am and 5.00 pm on a Working Day. Otherwise, delivery will occur at 9.00 am on the same Working Day (if delivery is before 9.00 am) or 9.00 am on the next Working Day (if after 5.00 pm).	Properly addressed, prepaid and delivered as evidenced by signature of a delivery receipt.

52. A party may notify the other of a change to its details for the purposes of this clause 0. This notification shall be effective from the date falling six (6) Working Days after the date on which such notification is, in accordance with this clause 0, deemed to have been delivered or on such later date as may be specified in the notification.

### **ASSIGNMENT AND NOVATION**

53. The Partner shall not assign, or otherwise transfer, or deal in any way with, any of its rights, obligations or liabilities under or in connection with this Agreement without the prior written consent of the University.
54. Any purported assignment, transfer or other dealing which does not comply with the terms of this clause 0 shall, as between the parties to this Agreement, be null and void and shall constitute a material breach of this Agreement.

### **SUBCONTRACTING**

The Partner shall not subcontract the performance of any of its obligations under this Agreement without the prior written consent of the University.

The Partner shall be responsible and liable for all acts and omissions of all of its Sub Contractors as if they were its own and all the Partner remains responsible and liable for all of its obligations under this Agreement, notwithstanding the use of any Sub Contractors.

### **WAIVER AND CUMULATIVE REMEDIES**

55. The rights and remedies of each party under, or in connection with, this Agreement may be waived only by express written notice. Any waiver shall apply only in the instance, and for the purpose for which, it is given.
56. No right or remedy under, or in connection with, this Agreement shall be precluded, waived or impaired by:
- any failure to exercise or delay in exercising it;
  - any single or partial exercise of it; or
  - any earlier waiver of it, whether in whole or in part; or
  - any of the above in relation to any other right or remedy (be it of similar or different character).
57. The rights and remedies under this Agreement are cumulative and in addition, except where otherwise expressly provided in this Agreement, do not exclude any rights and remedies provided by law (including equitable remedies) or otherwise.

### **RELATIONSHIP OF THE PARTIES**

Nothing in this Agreement is intended to create or shall be construed as creating a partnership, joint venture, the relationship of principal and agent, an employment relationship or any other legal relationship between the parties that would impose liability upon one party for the act or failure to act of the other. Except where expressly stated in this Agreement, neither party has authority or power to make representations or bind the other in any way.

### **FURTHER ASSURANCE**

Each party shall, at the request and cost of the other, use all reasonable endeavours to promptly do or procure the doing of all such further acts, and execute and deliver or procure the valid execution and delivery of all such documents, as may be necessary from time to time in the requesting party's reasonable opinion to give full effect to this Agreement and to secure to the requesting party the full benefit of the rights, remedies and benefits conferred on it by this Agreement.

## **SEVERANCE**

58. If any provision (or part of any provision) of this Agreement is or becomes illegal, invalid or unenforceable in any respect:
1. it shall not affect or impair the legality, validity or enforceability of any other provision of this Agreement; and
  2. the parties shall negotiate in good faith to amend such provision (or part provision), such that as amended it is legal, valid and enforceable and to the greatest extent possible achieves the parties' original commercial intention.

## **THIRD PARTY RIGHTS**

Except as may be expressly set forth in this Agreement, a person who is not a party to this Agreement will not have any right under the Contracts (Rights of Third Parties) Act 1999 ("**CRTPA**") to enforce any term of this Agreement. This clause 0 will not affect any right or remedy of any person which exists, or is available, otherwise than pursuant to CRTPA.

## **COSTS**

Unless otherwise expressly provided in this Agreement, each party shall bear its own costs and expenses incurred in relation to the negotiation, preparation, execution and implementation of this Agreement.

## **ANTI CORRUPTION**

59. The Partner shall, and shall procure that any persons who are performing services on its behalf in connection with this Agreement shall comply with all applicable laws, statutes, regulations, directives and codes relating to anti-bribery and anti-corruption, including, but not limited to, the Bribery Act 2010, the Foreign Corrupt Practices Act 1977 and laws enacted in accordance with the Organisation for Economic Co-operation and Development Convention on Combating Bribery of Foreign Public Officials in International Business Transactions.
60. The University shall not engage in bribery or corruption in any form and has a zero tolerance approach to breach whether it involves private individuals or public officials.
61. The University shall never solicit, accept, agree to receive, promise, offer or give a bribe, facilitation payment, kickback or other improper payment. All of the University's activities are managed in full compliance with all applicable legal and regulatory anti-bribery and corruption obligations.
62. The Partner, and any persons performing services for or on its behalf shall keep accurate books, records, invoices and accompanying documentation available for inspection by the University's, auditors and investigating authorities for compliance with any applicable anti-bribery and corruption laws and regulations.
63. The University shall be entitled to terminate this Agreement immediately upon written notice to the Partner and to recover from the Partner the amount of any loss and costs (including costs reasonably incurred in making other arrangements for the supply of goods/services) resulting from such termination if, in connection with this Agreement:
1. the Partner, or any person employed by it or performing services for or on its behalf (whether with or without the knowledge of the Partner), accepts, solicits, agrees to receive, promises, offers or gives a bribe, facilitation payment, kickback or other improper payment;
  2. the Partner, or any person employed by it or performing services for or on its behalf (whether with or without the knowledge of the Partner) commits an offence under the Bribery Act 2010 or any other applicable anti-bribery and corruption laws or regulations; or
  3. the University has a good faith belief that the Partner has breached or will breach applicable anti-bribery and corruption laws or regulations.

64. If any breach of this clause 0 is suspected or known, the Partner shall notify the University immediately.
65. In the event that the Partner notifies the University that it suspects or knows that there may be a breach of this clause 0, the Partner agrees to respond promptly to the University's enquiries, cooperate with any investigation and to allow the University to audit books, records, and any other relevant documentation. This obligation shall continue after the termination or expiry of this Agreement.
66. Where there is any dispute, difference or question arising in respect of the interpretation of this clause 0 and the right to terminate this Agreement, the University's decision shall be final and conclusive.

### **WHISTLEBLOWING**

The Partner shall ensure that it has in place (and Partner Personnel are aware of the same) a procedure whereby Partner Personnel shall notify the University immediately of any malpractice or wrongdoing or other adverse events occurring in connection with the provision of the Services. The Partner shall promptly investigate any notifications and inform the University of any notification which would, if accurate, affect the University, the Services, University Data or the University's operations.

### **MODERN SLAVERY ACT**

The Partner warrants and represents that it has complied with and throughout the Term will continue to comply with:

67. its obligation under Section 54 of the Modern Slavery Act 2015, if applicable, to produce for each financial year an annual slavery and human trafficking statement setting out the steps it has taken during that year to ensure that slavery or human trafficking is not taking place in any part of its own business and in any of its supply chains; and
68. any applicable policy of the University in place from time to time relating to the prevention of slavery, servitude, forced or compulsory labour, human trafficking or to any human rights matters.

### **VARIATION**

No variation of this Agreement or any other documents referred to in it shall be valid unless it is in writing and signed by, or on behalf of each of the parties to this Agreement.

### **ENTIRE AGREEMENT**

69. This Agreement constitutes the entire agreement and understanding between the parties in respect of its subject matter and supersedes any previous agreement, warranty, statement, representation, understanding, or undertaking (in each case whether written or oral) given or made before the Commencement Date by, or on behalf of, the parties and relating to its subject matter notwithstanding the terms of any such previous agreement or previous arrangement expressed to survive termination.
70. Each party confirms that it has not relied upon, and (subject to clause □73) shall have no remedy in respect of, any agreement, warranty, statement, representation, understanding or undertaking made by any party (whether or not a party to this Agreement) unless that warranty, statement, representation, understanding or undertaking is expressly set out in this Agreement.
71. Subject to clause □73, neither party shall be entitled to the remedies of rescission or damages for misrepresentation arising out of, or in connection with, any agreement, warranty, statement, representation, understanding or undertaking whether or not it is set out in this Agreement.
72. Nothing in this Agreement shall restrict or exclude any liability for (or remedy in respect of) fraud or fraudulent misrepresentation.

### **COUNTERPARTS**

73. This Agreement may be executed in any number of counterparts, and by the parties as separate counterparts, but will not be effective until each party has executed at least one counterpart.

74. Each counterpart shall constitute an original of this Agreement, but all the counterparts shall together constitute one and the same Agreement.

### **GOVERNING LAW AND JURISDICTION**

This Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with the laws of England and Wales.

### **DISPUTE RESOLUTION**

75. The parties shall first attempt to resolve a Dispute informally by either party referring the matter to the University's Authorised Representative and the Partner's Authorised Representative within five (5) Working Days of the Dispute occurring.
76. If the University's Authorised Representative and the Partner's Authorised Representative are unable to resolve the Dispute within ten (10) Working Days of reference to them, the Dispute will be referred to the University's Vice-Chancellor and the Partner's chief executive officer or equivalent.
77. If the University's Vice-Chancellor and the Partner's chief executive officer or equivalent are unable to resolve the Dispute within ten (10) Working Days of reference to them, then either party may refer the Dispute to mediation or to the courts.
78. Any reference to mediation will be made in accordance with the procedures of the Centre for Effective Dispute Resolution ("**CEDR**") Model Mediation Procedure.
79. If the Dispute is not settled by mediation within thirty (30) days of the appointment of the mediator or within such further period as the parties may agree in writing, then the Dispute will, at the instigation or either party, be resolved by court proceedings.
80. Nothing in this clause 0 shall prevent the University from seeking (including obtaining or implementing) interlocutory relief, including in the courts of any appropriate jurisdiction.
81. Subject to the foregoing, any Dispute or claim arising out of or in connection with this Agreement or its subject matter shall be subject to the exclusive jurisdiction of the courts of England and Wales, and the parties hereby irrevocably submit to the exclusive jurisdiction of the courts of England and Wales for these purposes.