



Croydon
College

Dated: TBC

(1) Croydon College

(2) [SUPPLIER NAME]

Agreement for the supply of services

STANDARD AGREEMENT TEMPLATE

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THIS AGREEMENT is made on

BETWEEN

- (1) **Croydon College**, a further education corporation, whose principal place of business is at College Road, Croydon, CR9 1DX (the "**Customer**"); and
- (2) **[SUPPLIER NAME]** (registered company number **[INSERT]**) whose registered office is at **[INSERT ADDRESS]** (the "**Supplier**").

BACKGROUND

The Supplier wishes to supply to the Customer, and the Customer wishes to receive, the Services on and subject to the terms and conditions of this Agreement.

OPERATIVE PROVISIONS

1. DEFINITIONS AND INTERPRETATION

In this Agreement:

- 1.1 the following words and expressions have the following meanings unless the context otherwise requires:

"Academic Year" a year running from 1 August in one calendar year to 31 July in the following calendar year;

"Agreement" this agreement;

"Agreement Personal Data" has the meaning as set out in **Schedule 4**;

"Applicable Laws" any:

(a) law including any statute, statutory instrument, bye-law, order, directive, treaty, decree (including any common law, judgment, demand, order or decision of any court, regulator or tribunal);

(b) rule, policy, guidance or recommendation issued by any governmental, statutory or regulatory body; and/or

(c) industry code of conduct or guideline;

which relates to this Agreement and/or the Services and/or the activities which are comprised in all or some of the Services or the use or application of the output from the Services;

"ASBO" an anti-social behaviour order as defined in the Crime and Disorder Act 1998;

"Background Intellectual Property" means any Intellectual Property, other than the Programme Intellectual Property, which is necessary for the running of the Programmes and/or the use and development of the Programme Materials and Programme Intellectual Property and which a party owns, or has rights to, including but not limited to that which is notified to a party in

	writing by the other party before being used in relation to the Programmes;
"Barred List"	the barred lists provided for under the Safeguarding Vulnerable Groups Act 2006;
"Business Day"	a day that is not a Saturday, Sunday or public or bank holiday in England and/or Wales;
"Change"	a change to the Services;
"Change Control Procedure"	the change control procedure set out in Schedule 0 ;
"Charges"	the charges payable for the supply of the Services as set out in Schedule 2 ;
"Contract Manager"	in respect of a party, the individual designated by that party from time to time to be that party's employee with day-to-day responsibility for managing that party's obligations under this Agreement;
"Confidential Information"	the meaning given to it in clause 15.1 ;
"Convictions"	other than in relation to any minor road traffic offences, any previous or pending prosecutions, convictions, cautions and binding overs (including any spent convictions as contemplated by section 1(1) of the Rehabilitation of Offenders Act 1974 by virtue of the exemptions specified in Part II of Schedule 1 of the Rehabilitation of Offenders Act 1974 (Exemptions) Order 1975 (SI 1975/1023) or any replacement of amendment to that Order);
"Costs"	all costs (on a full indemnity basis) including (but not limited to) legal and other professional costs and costs of enforcement;
"Customer Background Intellectual Property"	any and all Background Intellectual Property owned by or licensed to the Customer;
"Customer Data"	all data in any medium which the Customer permits or requests (whether expressly or by implication) the Supplier to access, store, transmit, distribute or otherwise process as part of the Services;
"Customer Policies"	the Safeguarding Policy, Freedom of Speech Policy, Equality and Diversity Policy, Data Protection Policy, Code of Conduct, Anti-Fraud Policy, Anti-Bullying Policy, Bullying and Harassment Policy, Behaviour Policy, Health & Safety Policy, Compliments and Complaints Policy, Positive Behaviour Policy in force from time to time and such other policies relevant to the provision of the Services, adopted by the Customer from time to time;
"Data Protection Laws"	all Applicable Laws relating to data protection, the processing of personal data, privacy and/or electronic communications in force from time to time; and references to "Controller" , "Data

Subjects", "Personal Data", "Process", "Processed", "Processor" and "Supervisory Authority" have the meanings set out in and will be interpreted in accordance with such laws

"Data Security Incident"

- (a) a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Agreement Personal Data transmitted, stored or otherwise Processed; or
- (b) a discovery or reasonable suspicion that there is a vulnerability in any technological measure used to protect any Agreement Personal Data that has previously been subject to a breach within the scope of paragraph (a), which may result in exploitation or exposure of that Agreement Personal Data; or
- (c) any defect or vulnerability with the potential to impact the ongoing resilience, security and/or integrity of systems Processing Agreement Personal Data;

"Discloser"

the meaning given to it in **clause 15.1**;

"Disclosure Service" and Barring

the bureau established replacing the Criminal Records Bureau;

"Disputed Sum"

that part of an amount invoiced by the Supplier which is the subject of a bona fide dispute, as notified by the Customer to the Supplier under **clause 10.4**;

"Force Majeure Event"

any event or circumstance to the extent it is beyond the reasonable control of the relevant party;

"Good Industry Practice"

the level of skill, care, quality control and quality management generally used in the provision of services in the nature of the Services by a supplier of such services;

"Insolvent"

a party:

- (a) has a receiver, administrator or provisional liquidator appointed;
- (b) is subject to a notice of intention to appoint an administrator;
- (c) passes a resolution for its winding-up (save for the purpose of a solvent restructuring);
- (d) has a winding up order made by a court in respect of it;

- (e) enters into any composition or arrangement with creditors (other than relating to a solvent restructuring);
- (f) ceases to carry on business;

"Intellectual Property" or "IP"

patents, Know-How, registered trademarks, registered designs, utility models, applications for and rights to apply for any of the foregoing, unregistered design rights, unregistered trademarks, rights to prevent passing off for unfair competition, copyright, database rights, topography rights, and any other rights in any invention, discovery or process, in each case in the United Kingdom and all other countries in the world and together with all renewals and extensions;

"Know-How"

any and all non-patented information, knowledge, data and expertise of the Customer provided by the Customer to the Supplier in connection with this Agreement;

"Liability"

liability arising out of or in connection with this Agreement, whether in contract, tort, misrepresentation, restitution, under statute or otherwise, including any liability under an indemnity contained in this Agreement and/or arising from a breach of, or a failure to perform or defect or delay in performance of, any of a party's obligations under this Agreement, in each case howsoever caused including if caused by negligence;

"Losses"

all losses including (but not limited to) all direct, indirect and consequential losses;

"Prevent Duty"

the duty to have due regard to the need to prevent people from being drawn into terrorism in accordance with the Counter-Terrorism and Security Act 2015 and any related guidance published by the Government, the Agency, Ofsted and any other relevant body which are either publicly available or communicated by the Customer to the Supplier from time to time including but not limited to "Prevent Duty Guidance for England and Wales" and "Prevent Duty Guidance: for further education institutions in England and Wales" and "The common inspection framework: education, skills and early years";

"Quality Standards"

the Customer's statement of the quality expected in education and training delivered by the Supplier while it is supplying the Services as set out in the Customer's quality standards and procedures (a copy of the current version of which has been

	provided to the Supplier) or the Supplier's quality standards and procedures if expressly approved in writing by the Customer;
"Representatives"	in respect of a party, that party's and its officers, directors, employees, consultants and professional advisers; and "Representative" means any of them;
"Restricted Transfer"	a transfer of Agreement Personal Data which is undergoing processing or which is intended to be processed after transfer, to a country or territory to which such transfer is prohibited or subject to any requirement to take additional steps to adequately protect the Agreement Personal Data for the transfer to be lawful under the Data Protection Laws;
"Service Levels"	the standards for performance of the Services, as set out in Schedule 0 ;
"Services"	the services described in Schedule 1 in connection with the Customer's provision of the Programme;
"Staff"	the staff of the Supplier, or people who are under the direct control of the Supplier as employees, engaged partly or wholly in the provision of the Services;
"Start Date"	TBC
"Student"	students of the Customer who will be enrolled on Programmes;
"Sub-Processor"	any third party appointed by the Supplier to Process Agreement Personal Data;
"Supplier Background Intellectual Property"	any and all Background Intellectual Property owned by or licensed to the Supplier;
"Suspended Services"	means all or part of the Services suspended by the Customer pursuant to clause 11 ;
"Term"	the period starting on the Start Date and ending on the Termination Date, including for the avoidance of doubt, any notice period prior to termination;
"Termination Date"	the date on which this Agreement expires or terminates for whatever reason; and
"VAT"	value added tax.
1.2	references to the background section, clauses, Schedules and Appendix are to the background section and clauses of and schedules and appendix to this Agreement and references to paragraphs are to paragraphs of the relevant Schedule;
1.3	the Schedules and the Appendix form part of this Agreement and will have the same force and effect as if set out in the body of this Agreement and any reference to this Agreement will include the Schedules and the Appendix;
1.4	the background section and all headings are for ease of reference only and will not affect the construction or interpretation of this Agreement;

- 1.5 unless the context otherwise requires:
- 1.5.1 references to the singular include the plural and vice versa and references to any gender include every gender;
- 1.5.2 references to a "person" include any individual, body corporate, association, partnership, firm, trust, organisation, joint venture, government, local or municipal authority, governmental or supra-governmental agency or department, state or agency of state or any other entity (in each case whether or not having separate legal personality);
- 1.6 references to any statute or statutory provision will include any subordinate legislation made under it and will be construed as references to such statute, statutory provision and/or subordinate legislation as modified, amended, extended, consolidated, re-enacted and/or replaced and in force from time to time;
- 1.7 any words following the words "include", "includes", "including", "in particular" or any similar words or expressions will be construed without limitation and accordingly will not limit the meaning of the words preceding them;
- 1.8 the rule known as the ejusdem generis rule will not apply and accordingly the meaning of general words introduced by the word "other" or a similar word or expression will not be restricted by reason of the fact that they are preceded by words indicating a particular class of acts, matters or things;
- 1.9 references to "in writing" or "written" are to communication effected by post;
- 1.10 any reference to any English or Welsh legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept or thing will, in respect of any jurisdiction other than that of England and Wales, be deemed to include a reference to what most nearly approximates to the English or Welsh legal term in that jurisdiction;
- 1.11 references to this Agreement are references to this Agreement as varied from time to time in accordance with **clause 22** and as assigned (in accordance with **clause 15**) or novated from time to time;
- 1.12 any reference to:
- 1.12.1 time of day is to London time;
- 1.12.2 a day is to a period of 24 hours running from midnight to midnight;
- 1.13 to the extent only of any conflict or inconsistency between the clauses and Schedules, the order of precedence will be as follows: clauses, Schedules; and
- 1.14 an obligation on a party to procure or ensure the performance or standing of another person will be construed as a primary obligation of that party.

2. **SCOPE OF THIS AGREEMENT**

The Supplier will supply the Services to the Customer on and subject to the terms and conditions of this Agreement.

3. **TERM**

- 3.1 This Agreement will commence on the Start Date and will continue up to and including 30th June 2022. This Agreement may be terminated earlier in accordance with **clauses 12.1, 12.2 or 14.4**.
- 3.2 Without prejudice to the rights of termination set out in this Agreement, the parties may, not less than two months prior to the date on which this Agreement would otherwise have

expired, agree in writing to extend the term of this Agreement by a further Academic Year from the date on which it would otherwise have expired.

4. **CONTRACT MANAGEMENT AND CHANGE CONTROL**

- 4.1 Within ten Business Days from the Start Date each party will nominate an individual to act as its Contract Manager for the purposes of this Agreement and will give written notice to the other party of the identity of and contact details for that individual. If a party replaces its Contract Manager at any time, whether on a temporary or permanent basis, that party will promptly give written notice to the other party of the identity of and contact details for the replacement Contract Manager.
- 4.2 Each Contract Manager will be responsible for liaising with the other Contract Manager on the operational management of this Agreement.
- 4.3 The Supplier's Contract Manager and the Customer's Contract Manager will meet not less than once every three months to review and discuss the performance of this Agreement.
- 4.4 Changes will only be made in accordance with the Change Control Procedure.

5. **SUPPLY OF SERVICES**

- 5.1 The Supplier will supply during the Term the Services to the Customer in accordance with:
 - 5.1.1 the services specification set out in **Schedule 1**;
 - 5.1.2 reasonable care and skill;
 - 5.1.3 Applicable Laws;
 - 5.1.4 Customer Policies;
 - 5.1.5 Quality Standards;
 - 5.1.6 the Prevent Duty; and
 - 5.1.7 Good Industry Practice.
- 5.2 The Supplier will procure that all of its Staff are:
 - 5.2.1 suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with this Agreement; and
 - 5.2.2 have passed a satisfactory check made with the Disclosure and Barring Service.
- 5.3 The Supplier will procure that no person who appears on a Barred List following the results of a Disclosure and Barring Service check will be employed or engaged in the performance of the Services.
- 5.4 The Supplier will procure that no person who discloses any Convictions or ASBOs, or who is found to have any Convictions following the results of a Disclosure and Barring Service check, is employed or engaged in the performance of the Services without the Customer's prior written consent (such consent not to be unreasonably withheld or delayed).
- 5.5 The Supplier will procure that the Customer is kept advised at all times of any Staff who, subsequent to his/her commencement of employment as Staff, receives a Conviction or ASBO or whose previous Convictions or ASBOs become known to the Supplier. For the avoidance of doubt, in the event that any member of Staff is subsequently added to a Barred List, the Supplier will procure that such member of Staff immediately ceases to be engaged in the performance of the Services.

- 5.6 The Supplier will maintain the following documentation and records (the "**Retained Records**") in relation to the Supplier's performance of its obligations:
- 5.6.1 all documents and records as are required to be maintained by it by Applicable Law; and
 - 5.6.2 details of any information that is required in order to verify the successful completion of the Services in accordance with the services specification set out in **Schedule 1** including but not limited to:
 - 5.6.2.1 a Work placement referral log and/or virtual work placement log (or equivalent document(s) approved/provided by the Customer and which contains an accurate record of Student engagement in work placement. The document(s) will be regularly submitted to the Customer as per an agreed timetable and the original data on the Supplier's systems will be made available at all times for inspection and copying by an authorised representative or representatives of the Customer from time to time;
 - 5.6.2.2 monthly performance reports showing progress to target as per agreed performance indicators;
 - 5.6.2.3 records of approved certificates and qualifications of approved staff involved in the delivery of services;
 - 5.6.2.4 records of appropriate Disclosure and Barring Service, and safeguarding compliance;
 - 5.6.2.5 appropriate records covering all off-site visits and fixtures where applicable, including relevant risk assessments;
 - 5.6.2.6 relevant employer information to ensure 'customer' eligibility criteria has been met for the appropriate work placement; and
 - 5.6.2.7 any other records as may from time to time be required by the Customer.
- 5.7 The Supplier will at any time whilst the Supplier is required to retain Retained Records pursuant to **clause 5.8**, promptly on request from time to time, provide copies of any of the Retained Records to the Customer and will permit the Retained Records to be copied to or examined or inspected by the Customer and any of its Representatives.
- 5.8 The Supplier will retain the Retained Records in accordance with the Customer's document and data retention policies from time to time and to the extent that no such policies apply for the longer of:
- 5.8.1 seven years from the Termination Date; and
 - 5.8.2 the period of time (if any) required by Applicable Law.
- 5.9 The Supplier will during the Term permit the Customer and any its Representatives to travel on the Supplier's vehicles during its provision of the Services – if such a need arises in relation to this Agreement - and have such access as may be required in order to undertake verification that the Services are being provided in accordance with this Agreement and that the Supplier is complying with all other obligations contained in this Agreement.
- 5.10 The Customer reserves the right, as the Customer in its sole discretion determines, to make an improvement, substitution or modification in the specification of any element or part of the Services at any time provided that such improvement, substitution or modification will not have a material detrimental impact on the Services.

5.11 The Supplier will comply with the disclosure obligations contained in section 54 of the Modern Slavery Act 2015 as may be amended or re-enacted from time to time.

5.12 The Supplier will sign, and comply with, the data sharing agreement issued by the Customer.

6. **SERVICE LEVELS**

With effect from the Start Date, **Schedule 0** will apply.

7. **CUSTOMER OBLIGATIONS**

7.1 The Customer will:

7.1.1 promptly provide the Supplier, on request, with all co-operation, information, assistance, materials, resources and access to systems that the Supplier may reasonably require from time to time in connection with the supply of the Services and the performance of the Supplier's obligations under this Agreement; and

7.1.2 provide all necessary access to the Customer's premises and personnel to enable the Supplier to comply with its obligations under this Agreement.

8. **DATA PROTECTION**

8.1 The Customer authorises the Supplier to Process the Agreement Personal Data during the Term as a Processor solely for the purpose and to the extent described in **Schedule 4**.

8.2 In performing the Services and its other obligations under this Agreement the Supplier will:

8.2.1 comply with the Data Protection Laws;

8.2.2 not cause the Customer to breach any obligation under the Data Protection Laws; and

8.2.3 notify the Customer without undue delay if it identifies any areas of actual or potential non-compliance with the Data Protection Laws or this **clause 8**, without prejudice to its obligations to comply with, or to any rights or remedies which the Customer may have for breach of, the Data Protection Laws or this **clause 8**.

8.3 The Supplier will not engage or use any third party (Sub-Processor) for the Processing of Agreement Personal Data or permit any third party (Sub-Processor) to Process Agreement Personal Data without the prior written consent of the Customer.

8.4 If the Supplier appoints a Sub-Processor, the Supplier will ensure that, prior to the Processing taking place, there is a written contract in place between the Supplier and the Sub-Processor that specifies the Sub-Processor's Processing activities and imposes on the Sub-Processor the same terms as those imposed on the Supplier in this **clause 8**. The Supplier will procure that Sub-Processors will perform all obligations set out in this **clause 8** and the Supplier will remain responsible for all acts and omissions of Sub-Processors as if they were its own.

8.5 The Supplier will:

8.5.1 Process the Agreement Personal Data only on documented instructions (including this Agreement) from the Customer (unless the Supplier or the relevant Sub-Processor is required to Process Agreement Personal Data to comply with United Kingdom Applicable Laws, in which case the Supplier will notify the Customer of such legal requirement prior to such Processing unless such Applicable Laws prohibit notice to the Customer on public interest grounds);

- 8.5.2 immediately notify the Customer if, in its reasonable opinion, any instruction received from the Customer infringes any Data Protection Laws;
- 8.5.3 ensure that any individual authorised to Process Agreement Personal Data:
- 8.5.3.1 is subject to confidentiality obligations or is under an appropriate statutory obligation of confidentiality; and
- 8.5.3.2 complies with this **clause 8**;
- 8.5.4 at the option of the Customer, securely delete or return to the Customer all Agreement Personal Data promptly after the end of the provision of Services relating to Processing, and securely delete any remaining copies.
- 8.6 The Supplier will not make a Restricted Transfer without the Customer's prior written consent.
- The Supplier or the relevant Sub-Processor will not need to comply with the conditions set out in this **clause 8.6** if it is required to make a Restricted Transfer to comply with United Kingdom Applicable Laws, in which case the Supplier will notify the Customer of such legal requirement prior to such Restricted Transfer unless such Applicable Laws prohibit notice to the Customer on public interest grounds.
- 8.7 The Supplier will:
- 8.7.1 implement, and assist the Customer to implement, technical and organisational measures to ensure a level of security appropriate to the risk presented by Processing the Agreement Personal Data, in particular from a Data Security Incident;
- 8.7.2 notify the Customer promptly after becoming aware of a Data Security Incident. Where, and in so far as, it is not possible to provide all the relevant information at the same time, the information may be provided in phases without undue delay, but the Supplier (and Sub-Processors) may not delay notification under this **clause 8.7.2** on the basis that an investigation is incomplete or ongoing;
- 8.7.3 provide reasonable assistance to the Customer in responding to requests for exercising Data Subjects' rights under the Data Protection Laws, including by appropriate technical and organisational measures, insofar as this is possible; and
- 8.7.4 provide reasonable assistance to the Customer in:
- 8.7.4.1 documenting any Data Security Incidents and reporting any Data Security Incidents to any Supervisory Authority and/or Data Subjects and reporting any incidents involving the Customer's student data to the Customer's Data Protection Officer [name and contact details to be added];
- 8.7.4.2 taking measures to address Data Security Incidents, including, where appropriate, measures to mitigate their possible adverse effects; and
- 8.7.4.3 conducting privacy impact assessments of any Processing operations and consulting with Supervisory Authorities, Data Subjects and their representatives accordingly.
- 8.8 The Supplier will:
- 8.8.1 make available to the Customer, all information necessary to demonstrate compliance with the obligations set out in this **clause 8**; and

- 8.8.2 allow for and contribute to audits, including inspections, conducted by the Customer or another auditor mandated by the Customer.

9. **INSURANCE**

- 9.1 The Supplier will, at its own cost, during the Term, purchase and maintain in force the following insurance policies which will provide cover in respect of the Services and the performance of by the Supplier of the Supplier's obligations under this Agreement:
- 9.1.1 public liability insurance with a minimum aggregate limit of indemnity of £20,000,000 (20 million pounds sterling)
 - 9.1.2 professional indemnity insurance with a minimum aggregate limit of indemnity of £20,000,000 (20 million pounds sterling)
 - 9.1.3 employer liability insurance with a minimum aggregate limit of indemnity of £25,000,000 (25 million pounds sterling);
 - 9.1.4 professional negligence insurance with a minimum aggregate limit of indemnity £5,000,000 (5 million pounds sterling); and
 - 9.1.5 any other insurances which the Supplier is required by Applicable Law to maintain.
- 9.2 The Supplier will, at the Customer's request, produce the relevant insurance certificates giving details of cover and the receipt for the current year's premium in respect of such insurance.

10. **CHARGES AND PAYMENT**

- 10.1 The Customer will pay the Charges to the Supplier in accordance with this **clause 10** and as detailed in **Schedule 2**.
- 10.2 The Supplier will be entitled to invoice the Customer for the Charges for a month at least 30 days following the end of that month or otherwise as agreed by the parties in writing and subject to an agreed reconciliation process. Each invoice will be addressed to the Customer's finance department and detail the purchase order number provided to the Supplier by the Customer from time to time.
- 10.3 Each invoice will be payable by the Customer within 30 days following the date on which the invoice is issued provided. All payments will be made in pounds sterling in cleared funds by BACS (Bank Automated Clearing System) transfer to such bank account as the Supplier may nominate from time to time in writing to the Customer.
- 10.4 If the Customer, on bona fide grounds, disputes any part of an amount invoiced by the Supplier, the Customer will, within 30 days of the date of the relevant invoice, notify the Supplier in writing of that dispute giving full details of the nature of the dispute and the amount that it claims should have been invoiced and:
- 10.4.1 the Customer will pay that part of the invoice which is not the Disputed Sum in accordance with **clause 10.3**;
 - 10.4.2 the Customer will be entitled to withhold payment of the Disputed Sum;
 - 10.4.3 the parties will negotiate in good faith to resolve the dispute, but if a resolution cannot be reached within 30 days of the Customer giving notice under this **clause 10.4**, **clause 27** will apply to the dispute;
 - 10.4.4 the Supplier will provide all such information and evidence as may be reasonably necessary to verify the Disputed Sum; and

- 10.4.5 following resolution of the dispute the Customer will, within 10 days, pay to the Supplier that part of the Disputed Sum (if any) as it is resolved is payable by the Customer.
- 10.5 Any sum payable under this Agreement may be subject to VAT (and any other similar or equivalent taxes, duties, fees and levies imposed from time to time by any government or other authority) which will be payable in the manner and at the rate prescribed by law from time to time, subject to receipt by the paying party of a valid VAT invoice. The payment rates, inclusive of VAT, are detailed in Schedule 2 of this Agreement.
11. **INTERVENTION**
- 11.1 The Customer may exercise the rights contained in this **clause 11** if any of the following events (each being referred to as an "**Intervention Event**") occurs:
- 11.1.1 the Customer has the right (whether or not it exercises it) to terminate this Agreement under **clause 12**;
- 11.1.2 the Customer is instructed by the Agency or is required by applicable law to exercise its rights under this **clause 11**;
- 11.1.3 the Supplier has given notice to the Customer that it has suffered a Force Majeure Event and is unable to provide part or all of the Services at all or in accordance with this Agreement for a period of more than 3 months;
- 11.1.4 the Customer wishes to exercise its right to suspend the Services in accordance with **clause 11**;
- 11.1.5 the Supplier is failing to deliver any part of the Services, or fulfil any obligation under this Agreement, and/or is in breach of one or more obligations under this Agreement (whether or not material).
- 11.2 If an Intervention Event occurs the Customer may, in addition to any other rights it may have under this Agreement suspend, all or part of the Services by serving a Suspension Notice on the Supplier requiring that the provision of the Services (or such part of them as the Customer will nominate) by the Supplier be suspended.
- 11.3 Following service of a Suspension Notice the Supplier will:
- 11.3.1 co-operate (and procure that any of its Staff co-operate) and in the exercise by the Customer of its rights pursuant to this **clause 11** and allow them access to all information and records that they reasonably require;
- 11.3.2 procure that all Staff follow the lawful and reasonable instructions of the Customer;
- 11.3.3 grant, and procure that any necessary third parties grant, to the Customer those rights (including any IP, rights to use premises, equipment and personnel) that any of them may need in order that the Customer may fully enjoy the rights granted to it pursuant to this **clause 11**; and
- 11.3.4 at the Customer's request from time to time, ensure that appropriately senior and informed personnel of the Supplier meet with the Customer, to discuss any of the foregoing.
- 11.4 The suspension of the Suspended Services will take effect from the date and time specified in the relevant Suspension Notice (the "**Suspension Period**"). During the Suspension Period:
- 11.4.1 the Supplier will cease to perform the Suspended Services, but will continue to provide all other Services (if the Suspended Services are only part of the Services); and

- 11.4.2 the Customer may elect to perform the Suspended Services itself or to receive them from a third party (or through a combination of two or more such entities).
- 11.5 The Customer may (at its sole discretion and at any time) revoke a Suspension Notice by giving to the Supplier not less than 28 days' notice. The Supplier will resume provision of the Suspended Notice at the date and time specified in the Suspension Notice.
- 11.6 If the Supplier is able to remedy the relevant Intervention Event and/or to successfully put in place arrangements to ensure that it does not recur, then the Supplier may serve written notice (a "**Resumption Notice**") on the Customer requesting that the Supplier resume provision of the Suspended Services. The Supplier will provide the Customer with all information that the Customer reasonably requires in order to verify that the Supplier will be able to provide the Suspended Services to the Customer's reasonable satisfaction and ensure proper and sustained compliance with all service levels and other provisions set out in this Agreement. If the Customer is satisfied that the Supplier will be able to provide all of the Suspended Services to the Customer's satisfaction, the Customer will serve not less than 10 Working Days' notice (a "**Confirmation Notice**") requiring the Supplier to resume provision of such Services on the date and at the time specified in such Confirmation Notice and the Supplier will resume provision of the Suspended Services from such date and time.
- 11.7 If a Suspension Notice has been served (which has not been revoked by the Customer pursuant to **clause 11.5**) and:
- 11.7.1 the Supplier has not served a Resumption Notice within 10 Working Days of service of that Suspension Notice; or
 - 11.7.2 following service of a Confirmation Notice the Supplier has not resumed provision of the Suspended Services (for any reason) on the date and time specified in that Confirmation Notice; or
 - 11.7.3 the Customer has not served a Confirmation Notice within 10 Working Days of service of a Resumption Notice; and/or
 - 11.7.4 having resumed provision of the Suspended Services, a further Intervention Event occurs at any subsequent time in respect of any of the previously Suspended Services,
- the Customer may (at its sole discretion) terminate this Agreement pursuant to **clause 12**.
- 11.8 During any Suspension Period the Customer will not be obliged to make any payments to the Supplier in respect of the Suspended Services. This **clause 11.8** will not apply if the Intervention Event giving rise to the Suspension Notice was the exercise by the Customer of its discretion under **clause 11.1.4**.
- 11.9 If the Customer elects to provide the Suspended Services itself or receive them from a third party in accordance with **clause 11.4.2**, the Supplier will reimburse the Customer for the direct and indirect costs and expenses (whether internal or external) incurred by or on behalf of the Customer that relate to or arise out of the Customer's exercise of rights in accordance with **clause 11.4.2** (including the costs and expenses of any person appointed by the Customer) whenever those costs are incurred (and including any VAT directly attributable to any such costs and expenses which the Customer is not entitled to reclaim from HM Revenue & Customs) and the Supplier will pay such costs and expenses within 30 days of receipt of an invoice.
- 11.10 There will be no limit on the number of times the Customer may exercise its rights pursuant to this **clause 11**.
12. **TERMINATION**
- 12.1 If a party:

- 12.1.1 commits a material or persistent breach of this Agreement which cannot be remedied; or
- 12.1.2 commits a material or persistent breach of this Agreement which can be remedied but fails to remedy that breach within 10 days of a written notice setting out the breach and requiring it to be remedied being given by the other party; or
- 12.1.3 is Insolvent,

the other party may terminate this Agreement immediately by written notice to that effect to that party.

- 12.2 The Customer may terminate this Agreement at any time by giving not less than two months' written notice to that effect to the Supplier.

13. **CONSEQUENCES OF TERMINATION**

- 13.1 Following the Termination Date:

- 13.1.1 any provisions which expressly or impliedly continue to have effect after expiry or termination of this Agreement will continue in force; and
- 13.1.2 all other rights and obligations will immediately cease without prejudice to any rights, obligations, claims (including claims for damages for breach) and liabilities which have accrued prior to the Termination Date.

- 13.2 Clauses which expressly or by implication survive termination of the Agreement will continue in full force and effect including and without limitation **clauses 8 and 15**.

- 13.3 Upon termination or expiry of this Agreement, the Customer and the Supplier shall continue to work together in good faith to conclude any outstanding administrative, audit or other Student requirements that may exist prior to the commencement of the following Academic Year to ensure Students are able to continue with Programmes with the Customer or any other third party. For the avoidance of doubt any actions required to conclude any outstanding administrative, audit or other Student requirements shall be considered a consequence of termination of this Agreement and shall not constitute a new agreement between the Customer and the Supplier.

14. **FORCE MAJEURE**

- 14.1 A party will not be in breach of this Agreement or otherwise liable to the other party for any failure to perform or delay in performing its obligations under this Agreement to the extent that such failure or delay is due to a Force Majeure Event.

- 14.2 If a Force Majeure Event occurs, the party affected will:

- 14.2.1 promptly upon becoming aware of the Force Majeure Event give the other party written notice of the occurrence, anticipated duration and impact of the Force Majeure Event;
- 14.2.2 use reasonable endeavours to mitigate the effects of the Force Majeure Event, to continue to perform the affected obligations notwithstanding the occurrence of the Force Majeure Event and to ensure that the Force Majeure Event comes to an end; and
- 14.2.3 continue to perform all of its obligations under this Agreement the performance of which are not affected by the Force Majeure Event.

14.3 A party will not be in breach of this Agreement or otherwise liable to the other party for any failure to perform or delay in performing its obligations under this Agreement to the extent that this is due to a Force Majeure Event affecting the other party.

14.4 If the Supplier is unable to provide or the Customer is unable to receive a material part of the Services for a period of more than 30 days due to a Force Majeure Event which gives rise to relief from liability under **clause 14.1**, the other party will be entitled to terminate this Agreement immediately by giving written notice to that effect to the other party.

15. **CONFIDENTIALITY**

15.1 In this Agreement "**Confidential Information**" means, subject to **clause 15.4**:

15.1.1 any information (whether written, oral, in electronic form or in any other media) that is disclosed in connection with this Agreement by or on behalf of a party (the "**Discloser**") (or one of the Discloser's Representatives) to the other party (the "**Recipient**") or any of the Recipient's Representatives whether before, on or after the date of this Agreement and that relates (in whole or in part) to the Discloser or its business; and

15.1.2 the terms of or subject matter of this Agreement or any discussions or documents in relation to it, and in respect of such information each party will be deemed to be a Recipient.

15.2 The Recipient will at all times, but subject to **clauses 15.3** and 15.4:

15.2.1 keep the Confidential Information secret and will only disclose it in the manner and to the extent expressly permitted by this **clause 15**;

15.2.2 use the Confidential Information solely for the purpose of performing its obligations and exercising its rights under this Agreement;

15.2.3 only make such copies, summaries, extracts, transcripts, notes, reports, analyses and recordings (in any form of media) that use, contain or are based on (or derived from) Confidential Information as are reasonably necessary to perform its obligations and exercise its rights under this Agreement; and

15.2.4 keep the Confidential Information safe and secure and apply to it documentary and electronic security measures that match or exceed those the Recipient operates in relation to its own confidential information and will never exercise less than reasonable care.

15.3 The Recipient may disclose Confidential Information:

15.3.1 subject to **clause 8**, to those of the Recipient's Representatives who need access to that Confidential Information in order for the Recipient's obligations under this Agreement to be performed and the Recipient's rights under this Agreement to be exercised. Prior to any such disclosure the Recipient must make that Representative aware of the fact that the Confidential Information is confidential and the obligations of confidentiality contained in this **clause 15**. The Recipient will procure that each of the Recipient's Representatives will not do or omit to do anything which if done or omitted to be done by the Recipient would constitute a breach of this **clause 15**. The Recipient will be liable for the acts and omissions of its Representatives in respect of the Discloser's Confidential Information as if they were acts or omissions of the Recipient; and

15.3.2 to the extent required by law or by any governmental or regulatory authority. Where reasonably practicable and lawful the Recipient will notify the Discloser in writing in advance of such disclosure, will consult with the Discloser as to the content, purpose and means of disclosure and will seek to make such disclosure subject to obligations of confidence consistent, so far as reasonably possible, with the terms of this Agreement.

- 15.4 Subject to **clause 15.5**, the Recipient's obligations under this **clause 15** will not extend to Confidential Information which:
- 15.4.1 the Discloser agrees in writing is not Confidential Information;
 - 15.4.2 at the time of disclosure was in the public domain or subsequently enters into the public domain other than as the direct or indirect result of a breach of this **clause 15** by the Recipient or any of the Recipient's Representatives;
 - 15.4.3 the Recipient can prove to the reasonable satisfaction of the Discloser from written records or other substantive evidence:
 - 15.4.3.1 has been received by the Recipient (or one of the Recipient's Representatives) at any time from a third party who did not acquire it in confidence and who is free to make it available to the Recipient (or the relevant Representative); or
 - 15.4.3.2 was independently developed by the Recipient (or one of the Recipient's Representatives) without any breach of this Agreement.
- 15.5 **Clause 15.4.3** will not apply to the Confidential Information referred to in **clause 15.1.2**.
- 15.6 For the purposes of this **clause 15**:
- 15.6.1 "FOI Legislation" means the Freedom of Information Act 2000, all regulations made under it and the Environmental Information Regulations 2004 and any amendment or re-enactment of any of them; and any guidance issued by the Information Commissioner, the Department for Constitutional Affairs, or the Department for Environment Food and Rural Affairs (including in each case its successors or assigns) in relation to such legislation;
 - 15.6.2 "Information" means information recorded in any form held by the College or by the Partner on behalf of the College; and
 - 15.6.3 "Information Request" means a valid request for any Information under the FOI Legislation.
- 15.7 The Supplier acknowledges that the Customer:
- 15.7.1 is subject to the FOI Legislation and agrees to assist and co-operate with the Customer to enable the Customer to comply with its obligations under the FOI Legislation; and
 - 15.7.2 may be obliged under the FOI Legislation to disclose Information (including information provided to the Customer by the Supplier even where considered confidential or commercial prejudicial by the Supplier) without consulting or obtaining consent from the Supplier.
- 15.8 Without prejudice to the generality of **clause 15.7**, the Supplier will and will procure that its agents and or partners (if any) will:
- 15.8.1 transfer to a person as may be notified by the Customer to the Supplier each Information Request relevant to the Agreement or the Services that it or they (as the case may be) receive as soon as practicable and in any event within 2 Business Days of receiving such Information Request; and
 - 15.8.2 in relation to Information held by the Supplier on behalf of the Customer, provide the Customer with details about and/or copies of all such Information that the Customer requests and such details and/or copies will be provided within 5 Business Days of a request from the Customer (or such other period as the

Customer may reasonably specify), and in such forms as the Customer may reasonably specify.

- 15.9 The Customer will be solely responsible for determining whether Information relating to this Agreement is exempt information under the FOI Legislation and for determining what Information will be disclosed in response to an Information Request in accordance with the FOI Legislation. The Supplier will not itself respond to any person making an Information Request, save to acknowledge receipt, unless expressly authorised to do so in advance by the Customer.

16. **INTELLECTUAL PROPERTY**

- 16.1 All Customer Background Intellectual Property is and shall remain the exclusive property of the Customer (or where applicable, the third party from whom the Customer's rights to use the Customer Background IP has derived).
- 16.2 Subject to **clause 16.9**, the Customer grants to the Supplier a non-exclusive, non-transferable, payment-free, worldwide licence to use the Customer Background Intellectual Property for the supply of the Services in accordance with this Agreement but without the right to sub-license or copy or adapt such Customer Background Intellectual Property, such licence to terminate automatically on the termination or expiry of this Agreement.
- 16.3 All Supplier Background Intellectual Property is and shall remain the exclusive property of the Supplier (or where applicable, the third party from whom the Supplier's right to use the Supplier Background Intellectual Property has derived).
- 16.4 The Supplier grants the Customer an irrevocable, perpetual and payment-free licence, with the right to sub-license, to use all Supplier Background Intellectual Property used in the supply of the Services (such licence to survive termination of this Agreement).
- 16.5 Where the Customer is licensed to use any part of the Supplier Background Intellectual Property by any third party the Supplier warrants that it has the ability to sub-license such IP to the Customer in accordance with **clause 16.4**.
- 16.6 Each party shall, at its own cost, promptly do or procure the doing of all such acts and things and execute or procure the execution of all such documents that may from time to time be required to give effect to this **clause 16**.
- 16.7 Except as expressly provided in this Agreement, no rights or obligations in respect of a party's Background Intellectual Property are granted to the other party or to be implied from this Agreement.
- 16.8 Each party shall immediately give written notice to the other party of any actual, threatened or suspected infringement of any party's Background Intellectual Property or Programme Intellectual Property of which it becomes aware.
- 16.9 This Agreement does not confer any licence or other right on the Supplier to use any trade mark or branding used by the Customer including the name of the Customer in any material without the prior express written permission of the Customer.

17. **ASSIGNMENT**

Each party will only be entitled to assign, transfer, charge, hold on trust for any person or deal in any other manner with any of its rights under this Agreement if it has obtained the prior written consent of the other party to do so (such consent not to be unreasonably withheld or delayed).

18. **NOTICES**

- 18.1 Subject to **clause 18.4**, any notice or other communication given under or in connection with this Agreement will be in writing, in the English language, marked for the attention of the specified representative of the party to be given the notice or communication and:

- 18.1.1 sent to that party's address by pre-paid first class post or mail delivery service providing guaranteed next working day delivery and proof of delivery; or
- 18.1.2 delivered to or left at that party's address (but not, in either case, by one of the methods set out in **clause 18.1.1**).

The address and representative for each party are set out below and may be changed by that party giving at least 10 days' notice in accordance with this **clause 18**.

The Supplier

[INSERT ADDRESS]

For the attention of:

[JOB TITLE]

The Customer

Croydon College
College Road
Croydon
CR9 1DX

For the attention of:

[JOB TITLE]

- 18.2 Any notice or communication given in accordance with **clause 18.1** will be deemed to have been served:

- 18.2.1 if given as set out in **clause 18.1.1**, at 9.00am on the 2 Business Day after the date of posting;
- 18.2.2 if given as set out in **clause 18.1.2**, at the time the notice or communication is delivered to or left at that party's address

provided that if a notice or communication is deemed to be served before 9.00am on a Business Day it will be deemed to be served at 9.00am on that Business Day and if it is deemed to be served on a day which is not a Business Day or after 5.00pm on a Business Day it will be deemed to be served at 9.00am on the immediately following Business Day.

- 18.3 To prove service of a notice or communication it will be sufficient to prove that the provisions of **clause 18.1** were complied with.
- 18.4 This **clause 18** will not apply to the service of any proceedings or other documents in a legal action to which the Civil Procedure Rules apply.

19. ENTIRE AGREEMENT

- 19.1 This Agreement constitutes the entire agreement between the parties and supersedes any prior agreement or arrangement in respect of its subject matter and:

- 19.1.1 neither party has entered into this Agreement in reliance upon, and it will have no remedy in respect of, any misrepresentation, representation or statement (whether made by the other party or any other person and whether made to the first party or any other person) which is not expressly set out in this Agreement; and
- 19.1.2 nothing in this **clause 19** will be interpreted or construed as limiting or excluding the liability of any person for fraud or fraudulent misrepresentation.

20. NO WAIVER

A delay in exercising or failure to exercise a right or remedy under or in connection with this Agreement will not constitute a waiver of, or prevent or restrict future exercise of, that

or any other right or remedy, nor will the single or partial exercise of a right or remedy prevent or restrict the further exercise of that or any other right or remedy. A waiver of any right, remedy, breach or default will only be valid if it is in writing and signed by the party giving it and only in the circumstances and for the purpose for which it was given and will not constitute a waiver of any other right, remedy, breach or default.

21. **SEVERANCE**

If any term of this Agreement is found by any court or body or authority of competent jurisdiction to be illegal, unlawful, void or unenforceable, such term will be deemed to be severed from this Agreement and this will not affect the remainder of this Agreement which will continue in full force and effect.

22. **VARIATION**

Save as otherwise expressly provided in this Agreement, no variation to this Agreement will be effective unless it is in writing and signed by a duly authorised representative on behalf of each of the parties.

23. **NO PARTNERSHIP OR AGENCY**

Nothing in this Agreement and no action taken by the parties in connection with it will create a partnership or joint venture or relationship of employer and employee between the parties or, save as expressly provided otherwise in this Agreement, give either party authority to act as the agent of or in the name of or on behalf of the other party or to bind the other party or to hold itself out as being entitled to do so.

24. **INDEPENDENT CONTRACTORS**

Each party agrees that it is an independent contractor and is entering into this Agreement as principal and not as agent for or for the benefit of any other person.

25. **RIGHTS OF THIRD PARTIES**

25.1 The parties may vary or rescind this Agreement without the consent of the Supplier's employees, agents or sub-contractors.

25.2 The parties do not intend that any term of this Agreement will be enforceable under the Contracts (Rights of Third Parties) Act 1999 by any person.

26. **GOVERNING LAW**

This Agreement and any non-contractual obligations arising out of or in connection with it will be governed by the law of England and Wales.

27. **JURISDICTION**

27.1 Subject to **clause** 27.2, the courts of England and Wales have exclusive jurisdiction to determine any dispute arising out of or in connection with this Agreement (including in relation to any non-contractual obligations).

27.2 Any party may seek specific performance, interim or final injunctive relief or any other relief of similar nature or effect in any court of competent jurisdiction.

SIGNED BY or on behalf of the parties on the date stated below.

The Supplier [INSERT ORGANISATION NAME]	The Customer (Croydon College)
--	---

Name (block capitals):	Name (block capitals):
Position:	Position:
Signature:	Signature:
Date:	Date:

STANDARD AGREEMENT TEMPLATE

SCHEDULE 1

Services Specification

A. Active placement and Resource day definition

- a) For the purposes of this Agreement, an active placement ("**Active Placement**") for IP placements is a placement where the student has attended, in person, at least once. For the avoidance of doubt, an Active Placement is determined by student engagement, not by the number of employers referred by the Supplier to a student.
- b) For the purposes of this Agreement, a resource day is the equivalent of 7 hours work by a qualified Supplier staff member, typically performed between 9am and 5pm on a weekday (Monday to Friday) unless otherwise agreed.
- c) The Customer will pay the Supplier in accordance with Schedule 2 on a monthly basis in arrears for Resource days delivered in the previous month and subject to reconciliation with the monthly delivery profile.

B. Expectations of services and of contracting parties

Both parties acknowledge that accurate identification of shared responsibilities between both parties is paramount to ensuring the maximum success of programmes delivered by the Supplier. In addition to any obligations and rights stated elsewhere in this Agreement, the following will apply:

1. The Supplier will:

- 1.1 Provide referrals for face to face industry placements ("**IP**") and/or T Level placements, and source and refer suitable employers capable of providing such placements, for the Customer's students, to the standards and profile specified in this Agreement.
- 1.2 Ensure that the IP and/or T Level referrals and/or employers referred to provide such placements are suitable and relevant for the Customer's students and that they meet the service standards, as specified in **Schedule 3** of this Agreement in terms of (but not limited to) employer eligibility, curriculum area, geographical location and suitability for the student's age.
- 1.3 Provide appropriate advice and guidance to employers engaged by the Supplier in relation to this Agreement, to ensure that they understand the commitment when signing up for providing IP or T Level placements, to maximise the probability that the employer will stay committed for the duration of the work placement.
- 1.4 Maintain a comprehensive portfolio of suitable employers to enable delivery of services to the volume and standards required by this Agreement.
- 1.5 Carry out employer vetting to ensure that they meet the specification requirements, and submit vetting evidence to the Customer alongside the placement contact details. This may include but is not limited to carrying out, and submitting evidence for, risk assessments, checks of employer liability insurance and health and safety checks.
- 1.6 Record and retain accurate, complete and timely data to enable the evidencing and monitoring of the services delivered, on the Supplier's data system(s) and/or the Customer's data system(s), in accordance with agreed processes.
- 1.7 Submit information and evidence that may be reasonably required in relation to this Agreement, to the Customer in an agreed format and to agreed deadlines. This includes but is not limited to monitoring reports showing progress to target, tracking reports showing referral status for individual students and employers, record IP completed days, action plans demonstrating how any profile under-delivery is addressed, evaluation feedback IP and T Level placement experience collected from students and employers, CVs and evidence of Supplier's Staff involved in the delivery of this Agreement, Supplier's insurance certificates, Supplier's financial accounts and similar.

- 1.8 Communicate with the Customer in a timely and relevant manner. This includes but is not limited to responding in a timely manner to the Customer's communications and notifying the Customer in a timely manner of any emerging issues that might negatively impact the Supplier's ability to deliver services specified in this Agreement.
- 1.9 Support the Customer in promoting the IP and T Level placements to the students to help ensure a maximum conversion of referrals into Active placements.
- 1.10 Participate in meetings with the Customer and comply with the agreed schedule and agenda requirements.
- 1.11 Proactively monitor the services delivered and remedy any shortfalls in a timely and appropriate manner and in communication with the Customer.
- 1.12 Adhere to any legal requirements applicable to this Agreement; this includes but is not limited to data protection, safeguarding and health and safety.
- 1.13 Invoice the Customer in accordance with the processes and schedule agreed.
- 1.14 Confirm to the Customer contact details for a dedicated staff member who will serve as the main point of contact for communications regarding this Agreement.
- 1.15 Not subcontract the delivery of any of the services in this Agreement to a third party.

2. The Customer will:

- 2.1 Maintain oversight over quality assurance of the services delivered, including the monitoring and tracking of students.
- 2.2 Confirm to the Supplier accurate and specific delivery profile targets as soon as practicable at the start of the Academic Year. The profile and targets will be based on actual student numbers enrolled in participating programme areas and on any Covid-19 measures in place that may affect the practicality and legality of face to face placements.
- 2.3 Keep the Supplier informed in a timely manner of any anticipated changes to the profile and targets that would require a variation of this Agreement.
- 2.4 Inform the Supplier in a timely manner of any referrals that have been deemed as unsuitable, so that a replacement can be provided by the Supplier.
- 2.5 Lead on service delivery monitoring. This may include but is not limited to confirming to the Supplier the schedule and agenda of agreement monitoring meetings, providing the Supplier with the templates and schedule for monitoring reports required of the Supplier, and providing the Supplier with any relevant reports available from the Customer's system.
- 2.6 Be responsible for ensuring student engagement on IP or T Level placements that meet the required specification, to ensure a maximum conversion of referrals into Active placements.
- 2.7 Provide tutorial and pastoral support for the students whilst on the work placement programme, oversee their work placement experience and ensure integration of work placement learning into their programme of study.
- 2.8 Pay the Supplier in accordance with the processes and schedule agreed.
- 2.9 Confirm to the Supplier a dedicated staff member who will serve as the main contact point for communications regarding this Agreement.

3. Both the Supplier and the Customer will:

- 3.1 Work in good faith to agree the detailed delivery profile as soon as practicable at the start of the Academic Year 2022/23, broken down by curriculum area, college site postcode and placement type, subject to actual student numbers enrolled in participating programme areas, main

programme academic timetables, and any Covid-19 measures in place that may affect the practicality and legality of face to face work placements.

- 3.2 Work in good faith to agree and implement any subsequent changes to the delivery profile that may result from in-year enrolment and from any changes to Covid-19 measures.
- 3.3 Work in good faith to resolve any cases of placements that met the specification but due to factors outside the Customer's and the Supplier's control could not be converted to Active Placements. This does not include the students' not liking the referred placement, as this will count as inactive placement.

STANDARD AGREEMENT TEMPLATE

SCHEDULE 2

Charges

2.1 Prices and volume

The Supplier is expected to deliver the following number of placement referrals:

110 IP Active placement* referrals (to be completed in 2022/23)

55 T Level placement referrals (to be ready for September 2023 start)

The maximum contract value to deliver the outcomes above is £60,000 exclusive of VAT.

<price breakdown with resource allocation per placement to be inserted here as a project-specific provision as part of contract finalisation>

* A placement becomes an Active Placement when the student has attended or participated at least once. If a placement is deemed as not suitable by the Customer, the Customer must, in writing, inform the Supplier of the reason and where necessary an alternative placement may be sought.

The profile breakdown per curriculum area and month, will be confirmed at the start of the academic year 2022/23 once the enrolment numbers and breakdown, and Covid-19 situation, are known.

2.2 Amendments to profile

2.2.1 Any changes to this Agreement must be in the form of written contract amendments, in accordance with Schedule 4 and the Appendix of this Agreement. Verbal or email communications do not count as formal agreement and therefore associated cost may not be paid by the College.

2.2.2 The Customer reserves the right to amend the placement targets above to reflect in-year recruitment and withdrawals and/or to reflect any change of circumstances outside the Customer's control such as Covid-19, by providing two months' written notice to the Supplier at any time and without incurring any penalty. This will be mutually agreeable, in writing by both parties, and in accordance with the Change Request Notice process specified in Schedule 4 and the Appendix of this Agreement.

2.2.3 The target numbers of units to be delivered must not be varied between the two possible types of placements without the Customer's prior written approval. This will be mutually agreeable in writing by both parties, and in accordance with the Change Request Notice process specified in Schedule 4 and the Appendix of this Agreement.

2.2.4 Any additional placements, and consequent payments, are subject to the Customer approving additional work placements and additional charges via a formal variation to this Agreement as set out in clause 22 of this Agreement and as per the Change Request Notice process specified in Schedule 4 and the Appendix of this Agreement. Such a variation must be agreed, prior to any such additional placements being actioned by the Supplier and prior to any additional monies being invoiced by the Supplier. No excess referrals will be chargeable without the signed variation being in place.

2.3 Additional components

2.3 Enhanced DBS checks, if required for the Customer's students for the placement, will be sourced and paid for by the Customer independently of the Supplier and are therefore not included in this Schedule 2.

2.4 Delivery profile

2.4.1 Monthly profile *[below is an indicative example; to be completed at the start of the Academic Year 2022/23]*

Active Placement Type	Sep 2022	Oct 2022	Nov 2022	Dec 2022	Jan 2023	Feb 2023	Mar 2023	Apr 2023	May 2023	TOTAL
Industry Placement (Face to Face)										
T Level placement leads										

2.4.2 The profile numbers above will be further specified by the Customer in writing in terms of specific industry sectors / programme areas and block start dates and it may affect monthly profiled numbers.

2.4.3 Any amendments to the monthly profile can only be made with the Customer's prior written approval.

2.4.2 Milestones

[There will be monthly milestone reconciliation, and subsequent approval of payment in arrears. The milestone table below will be populated with student numbers, monthly payment values, and specific monthly target dates, once the specific delivery profile has been agreed in September]

Active Placement Type Target N.	Milestone 1 [date - 1 month from delivery start]	Milestone 2 [date - 2 months from delivery start]	Milestone 3 etc. [monthly dates to be added once profile has been confirmed]	TOTAL
Industry Placement (Face to Face)	[number XXX]	[number XXX]	[number XXX]	
T Level placement leads	[number XXX]	[number XXX]	[number XXX]	
Payment if milestone left	[value £ XXX]	[value £ XXX]	[value £ XXX]	

Milestones are in-year targets for a proportion of the total volume to be delivered by a certain date. At each milestone point, a reconciliation take place to check whether the milestone has been achieved, in order to validate payment.

If the milestone has been achieved, the Supplier will be asked to send an invoice for the amount stated for the milestone. If the milestone has not been achieved, then, depending on the seriousness of under-achievement, the payment may be reduced or delayed, or a clawback requested by the Customer.

The milestone dates and target values for each milestone will be agreed once the profile has been confirmed at the start of the Academic Year 2022/23.

2.5 Payment schedule, reconciliation and claw back

2.5.1 The Customer will pay the Supplier on a monthly basis in arrears for Resource Days delivered in the preceding month, within 30 days of receiving the invoice.

Failure to meet the contracted profile will result in financial penalties, claw-backs or termination of the contract depending on the level of failure.

2.5.2 **Milestone 1 payment of [£XXX (XXX%)]** of contract value), which will be subject to the Supplier meeting the Milestone 1 work placement targets. The Customer will carry out the reconciliation by *[XXX date; typically within 10 working days from the milestone date]* and confirm to the Supplier if the invoice can be issued.

2.5.3 If at the Milestone 1 reconciliation it is identified that the Supplier has not met the Milestone 1 targets, depending on the seriousness of under-performance (see standards in **Schedule 3**), the Customer may request the Supplier to send an invoice for a reduced payment based on actuals to date, or withhold approval for the Supplier to issue Milestone 1 invoice until such a time when the Milestone 1 target shortfall has been made up and the Customer is satisfied that the Supplier is on track to meet Milestone 2 targets or, if previous payments have been made, claw back any excess monies back from the Supplier.

2.5.4 **Milestone 2 payment of [£XXX (XXX%)]** of total contract value), which will be subject to the Supplier meeting the Milestone 2 placement targets. The Customer will carry out the reconciliation by *[XXXdate]* and confirm to the Supplier if the invoice can be issued. If the Supplier meets the profile they may request an early year-end meeting to bring the final payment sign off forward.

2.5.4 If at the Milestone 2 reconciliation it is identified that the Supplier has not met the Milestone 2 target, depending on the size of the under-delivery the Customer will either reduce the payment accordingly, or claw back any excess monies overpaid to the Supplier at Milestone 1 payments.

[XXX – additional Milestones and reconciliation dates to be added as relevant once the profile has been agreed.]

2.5.5 The claw back as above will apply also in the event of the Supplier terminating the contract early. The financial reconciliation will be carried out by the Customer within 10 working days of the end of the notice period.

2.6 Payments and reconciliation in the event of early termination

2.6.1 If the Customer terminates the contract early by issuing two months' written notice to the Supplier in accordance with clause 12.2, the Customer will pay for any referrals for Active Placements within the agreed profile numbers made by the Supplier during the notice period.

2.6.2 The payments due will be reconciled and confirmed by the Customer within 10 working days of the end of the notice period.

SCHEDULE 0

Service Levels

A. In addition to obligations specified elsewhere in this Agreement, the Supplier will perform the Services so as to meet or exceed the following service levels:

3.1 Adherence to specification

- 3.1.1 The Supplier shall adhere to the specification in this **Schedule 3** and elsewhere in this Agreement, in order to ensure that the services delivered fully meet the specification required with regard to curriculum relevance, employer eligibility, standards, safeguarding, health and safety, location or IT accessibility, and in-year deadline – in order to maximise the conversion rate from IP referrals to Active placements.

3.2 Employer suitability and eligibility. The Supplier will check, and submit evidence to the Customer if required, that the Employer:

- 3.2.1 Complies with all relevant legislation, in particular but not limited to having Safeguarding, Health and Safety and GDPR processes in place to ensure of the College's students whilst on work placement.
- 3.2.2 Is curriculum-relevant, that is, operating in an industry or field of activity that is relevant for the student's programme of study.
- 3.2.3 Is able and willing to commit to the full number of hours required for a student's placement.
- 3.2.4 Has relevant insurance and checks in place, prior to the commencement of a student's placement, in particular but not limited to valid insurance certificates, evidence of current safeguarding and DBS checks, workplace risk assessments and health and safety checks.
- 3.2.5 Is generally suitable for providing meaningful and safe work placements for students aged 16-18.

3.3 Geographical location and accessibility

- 3.3.1 The Supplier will ensure that the location of face to face IP placements is within a reasonable distance from the student's college site of attendance.
- 3.3.2 "Reasonable" for this purpose means a 20-mile radius of the postcode of the Customer's college site that the student attends (measured as the crow flies) and/or not more than 30 minutes travel by public transport from that site.
- 3.3.3 The college site postcode is student-specific, either CR1 DX or CR5 1YA, and will be confirmed by the Customer at the start of the delivery.
- 3.3.4 In exceptional circumstances, where a student accepts to travel further than 20 miles to access a placement with an exceptional employer, the Customer will consider accepting such a placement but this will be by prior agreement only.
- 3.3.5 The IT accessibility expectation is that any electronic system required to be accessed by the student as part of their placement should be easy to access whilst safeguarding the students' privacy and data.

3.4 Work placement length. The Supplier will ensure that the referrals and/or programmes are suitable to meet the required minimum duration, which is:

- 3.4.1 A face to face IP placement for an individual student must have a minimum duration of at least 315 working hours (equivalent to 45 days at 7 working hours per day); the overall

targeted average is 350 hours per IP placement. To achieve the overall targeted average, the Supplier should therefore ensure that a substantial proportion of individual IP referrals is above the individual working hour minimum, and monitor and manage progress to the overall target regularly.

- 3.4.2 T Level placements - 315 working hours (equal to 45 days at 7 working hours per day) for September 2023.

3.5 Industry Placements standards. The Supplier will ensure that:

- 3.5.1 The IP referrals provided by the Supplier enable the Customer to continue to follow the High Quality Placements Principles of Industry Placements.
- 3.5.2 The referrals are for IPs that are occupationally specific and focused on developing the practical and technical skills required for the profession or trade that the student is studying.
- 3.5.3 The employers' expectations are managed prior to their commitment to the IP. Specifically, the Supplier will specifically advise the Employers of the following Customer expectations:
- 3.5.3.1 The Employer will be expected to participate in setting learning objectives, which will be agreed between the Employer, Student and the Customer. This could include accepting learning objectives previously agreed with another Employer in the event of a placement change, to ensure that the same are worked towards even if a placement is conducted with more than one employer. The objectives agreed will be evidenced in the Industry Placement Agreement.
- 3.5.3.2 A minimum of 3 review points will take place during the duration of the IP, which will be conducted by the Customer and will require the Employer's and the Student's participation.
- 3.5.3.3 The employer will be expected to confirm that the student attended the whole time, and give an appraisal on the progress the student has achieved against their learning objectives.
- 3.5.3.4 The employer will be expected to complete a student reference. If a student's placement is conducted across multiple employers, the Customer would expect this to be carried out by each employer.
- 3.5.3.5 The Employer will be expected to liaise with the Customer proactively to resolve any placement breakdowns as joint responsibility. The Employer will be expected to support the Customer fully to ensure that a documented approach highlighting the reason for the breakdown is taken before an agreed action is implemented. The Employer will be expected to co-operate fully with the Customer to safeguard the Employer-Customer relationship to support future placements.
- 3.5.4 The Supplier should provide IP referrals of such quality that would minimise the need for placement change and meet the Customer's expectation that students should spend the whole of their IP with a maximum of 2 employers. If a situation occurs where a placement is considered unsuitable and a student needs to be removed from a particular workplace setting, the Customer would expect the Supplier to make alternative arrangements to be made with another employer within 10 working days if possible to ensure the student doesn't miss out on this valuable experience.

3.6 Quality monitoring

- 3.6.1 The Supplier will gather feedback from Employers and Students on their overall experience no later than 10 working days from the student's placement finishing.
- 3.6.2 The Supplier will provide the Employer and Student feedback data in an agreed format to the Customer on a monthly basis unless agreed otherwise.

3.7 The delivery profile and in-year deadlines

- 3.7.1 The Supplier will deliver all services as per this Agreement by dates and to the volume specified in the delivery profile in Schedule 2 and will be subject to milestone reconciliations.
- 3.7.2 The delivery profile will be confirmed at the start of the academic year 2022/23 at the latest and will cover approximately 165 Active placements, consisting of 110 IP placements to take place in 2022/23 and 55 T Level placements to be sourced in readiness for September 2023.
- 3.7.3 The delivery profile will potentially be frontloaded; a substantial proportion of the delivery may be expected to be delivered between September and December 2022; this is subject to confirmation at the start of the academic year 2022/23.
- 3.7.4 The general principle of the profile is that all services must be delivered by such a date to enable all students complete their IP placements, regardless of type, well before 30 June 2023. However, there are specific milestones and in-year deadlines for each type of placement and/or programme area, which are specified in the detailed profile and take precedence over the general principle.

B. In addition to obligations specified elsewhere in this Agreement, the Supplier and the Customer will adhere to the following to enable the Supplier meet the service levels required:

3.8 Placement eligibility and conversion to Active placements

- 3.8.1 When assessing progress to profiled targets, the Customer will not count any placements that did not become Active because the referrals did not meet the specification required with regard to curriculum relevance, employer eligibility and standards, location accessibility, students' placement preference, or in-year deadline, or, for virtual placement programme, if there were for example IT issues on part of the Supplier that prevented the student from participating.
- 3.8.2 The Customer will be responsible for ensuring that students make contact with the employer in a timely manner once an eligible referral has been received. This should normally be within 5 working days.
- 3.8.3 The Customer will inform the Supplier within 10 working days of any placement referrals that were deemed unsuitable, in writing and with the reason for rejecting the referral. The Supplier will work with the Customer to source an alternative referral preferably within 5 days from notification.

3.9 Profile targets

- 3.9.1 The Customer will provide, preferably no later than 10 working days before the intended delivery start, a detailed target breakdown to complement the profile in this Agreement, specifying the targets for each curriculum area and, for face to face placements, the college site postcodes to enable compliance with the 20-mile radius.
- 3.9.2 For the purposes of milestone reconciliation of performance and payments, the following thresholds and actions will apply. The actions in this section are purely financial and are in addition to any remedial actions to rectify performance that may be agreed by both parties.
 - 3.9.2.1 If the milestone actual overall total is not more than 10% below the overall milestone target, the payment will be, at the Customer's sole discretion, either reduced accordingly to reflect actuals, or paid in full provided that there is robust evidence of continuous progress.
 - 3.9.2.2 If the milestone actual overall total is more than 10% but not more than 25% below the overall milestone target, the payment will be delayed until such time when the original overall milestone target has been reached.

- 3.9.2.3 If the milestone actual overall total is more than 25% but not more than 50% below the overall milestone target, the payment will be delayed until such time when the original specific milestone targets have been reached in every category.
- 3.9.2.4 If the milestone actual overall total is below 50% of the overall target, the Customer will either claw back any overpayments

3.10 Data recording and reporting

- 3.10.1 The Customer and the Supplier will agree, preferably no later than 10 working days before the intended delivery start, the specific processes for recording data on the Customer's systems. The Supplier is not expected to use its own systems to record any data relating to the Customer's students.
- 3.10.2 The Customer will, if the Supplier is expected to record any data on the Customer's system, provide access and training to the Supplier's staff preferably no later than 5 working days before the intended delivery start.
- 3.10.3 The Customer will provide the Supplier with any relevant templates for reports or data submissions – if required in a specific format – with reasonable notice prior to the date by which such a submission may be required by the Customer. This should be preferably no later than 15 working days in advance but may depend on the complexity of the submission.

3.11 Communications and meetings

- 3.11.1 Each party will respond to the other party's communications within 5 working days, and within 2 working days for any communications that include "Urgent" in the communications title.
- 3.11.2 Meetings will take place face to face or online (such as via MS Teams), as agreed by both parties and as practicable. Both parties will ensure that they have appropriate IT equipment to ensure an effective running of online meetings.
- 3.11.3 The Customer will set up a formal Profile Confirmation meeting with the Supplier at the start of the academic year 2022/23 to agree the detailed delivery profile for the year. Once agreed, the Profile – and any subsequent changes – will be appended to this Agreement in the form of a written contract amendment, in accordance with Schedule 4 and the Appendix of this Agreement.
- 3.11.4 The Customer will set up, and agree with the Supplier, a draft meeting schedule for Operational and Review meetings for the contract year, to be in place no later than 1 calendar month from the contract being signed.

The monthly Operational meetings will include reconciliation of milestones (further details of milestones are specified in Schedule 2), as well as review of general progress to target and of student and employer feedback regarding the quality of service.

The formal Review meetings will take place at least once a term but the frequency may be increased in the event of any issues emerging.

- 3.11.5 Both parties will keep the other party apprised of staff changes and staff contact details within 5 working days of the change occurring.

SCHEDULE 0

Change Control Procedure

1. If the Customer wishes to request a Change, its Contract Manager will give written notice of the requested Change to the Supplier's Contract Manager
2. If the Customer requests a Change in accordance with paragraph 1, the Supplier will prepare within 10 Business Days of the request two copies of a Change Control Notice substantially in the form of the appendix to this **Schedule 0** ("CCN").
3. Each CCN will contain:
 - 3.1 the title of the Change;
 - 3.2 the date of the request for the Change;
 - 3.3 the reason for the Change;
 - 3.4 full details of the Change including any specifications;
 - 3.5 the price, if any, of the Change;
 - 3.6 a timetable for implementation of the Change;
 - 3.7 a schedule of payments if appropriate;
 - 3.8 details of the impact, if any, of the Change on other aspects of this Agreement and the Services including:
 - 3.8.1 the Charges; and
 - 3.8.2 contract terms;
 - 3.9 the date of expiry of validity of the CCN; and
 - 3.10 provision for signature by the Supplier and by the Customer.
4. Following receipt by the Customer of the CCN the parties will discuss the CCN. The Supplier will not unreasonably withhold its agreement to any Change.
5. No Change will be effective unless and until the relevant CCN is signed by or on behalf of each party.
6. If a CCN is not signed by or on behalf of each party on or before the date of expiry of validity of that CCN then it will automatically expire.
7. If a CCN is signed by or on behalf of each party on or before the date of expiry of validity of that CCN then the Supplier will implement the Change in accordance with the terms of the CCN and the Customer will perform any obligations imposed on it in the CCN in accordance with the terms of the CCN or (if applicable) the relevant provisions of this Agreement, including the payment of any charges and/or any increase to the Charges.
8. Until such time as a Change is agreed in accordance with this Change Control Procedure, each party will continue to perform its obligations under this Agreement in compliance with the terms and conditions of this Agreement without taking account of the requested Change.
9. Where the Customer requests a Change, the Supplier will be responsible for its own costs and expenses of evaluating the request and preparing the CCN.

SCHEDULE 4

Agreement Personal Data

Subject matter of Processing	1. Student personal data 2. Contact details for employer staff
Duration of Processing	Estimated one Academic Year max., from the commencement of the contract (start date TBC to 30 June 2023)
Nature of Processing	1. Collecting student information on hard copy documents or electronically, entering it into the Customer's records systems as agreed and exporting some of the information into reports. 2. Sharing student data with appropriate personnel at the chosen work placement, in accordance with data protocols requested by, and agreed with, the Customer.
Purpose of Processing	1. Arranging WEX and IP work placement referrals for students. 2. Arranging IT access for students for Virtual Work Experience programmes.
Type of Personal Data	[Students]: Name, date of birth, E&D categories (gender, LDD), address, telephone, email address, previous offences, educational data (previous qualification, current programme of enrolment).
Categories of Data Subject	Student / Employer / Customer

APPENDIX

Form of Change Control Notice

Change Request Number	[UNIQUE ID NUMBER OF REQUEST]	
Title of Change	[TITLE OF CHANGE]	
Originator:	[NAME OF INDIVIDUAL]	
Originator's Organisation:	Croydon College	
Date of Notice:		
Proposed Change:	[DESCRIBE CHANGE, INCLUDING ANY SPECIFICATIONS]	
Reasons for Change:	[DESCRIBE RATIONALE FOR CHANGE]	
Timetable for implementing Change:	[INCLUDE TIMETABLE, SEPARATE DESCRIPTION OF IMPACTS AND PAYMENT PROFILE]	
Price of Change and schedule of payments:		
Impact of the implementation of the Change:	[DESCRIBE IMPACT OF IMPLEMENTATION OF THE CHANGE, INCLUDING ON SERVICES, [PROJECT PLAN,] CHARGES]	
Amendments required to the Agreement:	[DESCRIBE NECESSARY CHANGES]	
Date of expiry of validity of Notice		
Signature of the Supplier:		Date:
Signature of the Customer:		Date:

	Signature
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STANDARD AGREEMENT TEMPLATE