

## TRAINING SERVICES AGREEMENT

This agreement between PraxisAuril and the Client sets out the terms upon which PraxisAuril will deliver knowledge exchange training to the Client.

### 1. Definitions

1.1 The following terms have the following meanings in this agreement:

<b>Client</b>	UK Health Security Agency
<b>Client address</b>	Manor Farm Road, Porton Down, Salisbury, SP4 0JG
<b>Client email address for notices</b>	[REDACTED]
<b>Course</b>	Fundamentals of Technology Transfer and Business Development as further detailed in proposal document
<b>Course Dates</b>	11 <sup>th</sup> , 12 <sup>th</sup> & 13 <sup>th</sup> June 2024
<b>Course Location</b>	UKHSA Colindale, 61 Colindale Ave, London, NW9 5EQ
<b>Course Materials</b>	written materials to support the teaching of the Course
<b>Delegates</b>	Delegates selected by the Client
<b>Delegate Course Materials</b>	any parts of the Course Materials which PrA provides to the Client for the Client to circulate to the Delegates
<b>Fee</b>	£30,000
<b>Payment Dates</b>	[REDACTED] of the Fee upon signature of this agreement.

<b>PrA</b>	Praxis Courses Limited, trading as PraxisAuril, a company registered in England and Wales, with registered number 5090806 and registered office at St John's Innovation Centre, Cowley Road, Cambridge, CB4 0WS
<b>PrA email address for notices</b>	████████████████████
<b>Services</b>	delivery of the Course to the Delegates at the Course Location on the Course Dates
<b>Trainer</b>	the trainer(s) provided by PrA to deliver the Course to the Delegates
<b>Venue</b>	UKHSA Colindale, 61 Colindale Ave, London, NW9 5EQ

## 2. Obligations

- 2.1 PrA will during the term of this agreement provide the Services.
- 2.2 If the Course is provided online, PrA will host the Course on an online platform and provide the appropriate links (**Online Links**) to the Client for the Client to circulate to the Delegates.
- 2.3 The Client will during the term of this agreement provide the following support services for the Course:
  - (a) ensure that the Venue is appropriate for the Course with heating, air-conditioning (if appropriate), AV projection facilities, whiteboards and internet connectivity;
  - (b) recruit the Delegates for attendance at the Course and provide all information and reminders to Delegates as to the Course Location and Course Dates;
  - (c) relay to the Delegates any Online Links and Delegate Course Materials;
  - (d) print a set of any Delegate Course Materials for each Delegate, if so desired by the Client, and make these available at the Venue at the start of each Course;
  - (e) provide at the Venue name badges and stationery for all Delegates before the start of each Course; and
  - (f) inform PrA of all health and safety rules and regulations and any other reasonable security requirements that apply at the Venue.

- 2.4 The Client will not record the delivery of the Courses without the prior written consent of PrA.
- 2.5 The terms of this agreement shall prevail over any other terms and conditions, whether on a Client purchase order or otherwise.

### **3. Duration and performance**

- 3.1 This agreement shall come into effect on the date it is signed by both parties and shall terminate when the Services have been completed and final payment is made by the Client to PrA.
- 3.2 This agreement may be terminated by either party by written notice with immediate effect on:
  - (a) failure by the other party to remedy a material breach after being given 30 days' notice to do so; or
  - (b) either party ceasing to trade or becoming insolvent or having an administrator, receiver or liquidator appointed or any similar event or circumstance in any other jurisdiction.
- 3.3 PrA shall not be in breach of this agreement for failing to carry out the Services to the extent that:
  - (a) it is prevented from doing so by any acts or omissions of the Client; or
  - (b) if any payment invoiced pursuant to clause 4 is overdue for payment.
- 3.4 No party need act to fulfil this agreement if it is impossible to do so due to any cause beyond its control (including war, riot, acts of terrorism, threats of terrorism, natural disaster, pandemic, labour dispute, or law taking effect after the date of this agreement). The non-performing party agrees to notify the other party promptly after it determines that it is unable to act. The parties will negotiate in good faith to agree any reasonable changes to this agreement to enable fulfilment of this agreement such as alternative Course Dates and/or Course Location. If such period of delay or non-performance continues for 6 months, the party not affected may terminate this agreement by giving ■ days' written notice to the affected party.
- 3.5 Upon early termination of this agreement for any reason the Client shall pay to PrA the Fee pro rata in respect of any Services delivered prior to the effective date of termination, which shall as a minimum include the payment due upon signature of this agreement.
- 3.6 The expiry or termination of this agreement does not affect any rights or obligations of either party which have arisen or accrued up to and including the date of expiry or termination including the right to payment under this agreement. Clauses 5, 6 and 7 survive expiry or termination (for whatever reason).

#### **4. Payment**

- 4.1 The Client will pay PrA the Fee in pounds sterling on the Payment Dates.
- 4.2 If any part of the Course is delivered at the Venue, the Client will reimburse to PrA the reasonable travel, accommodation and subsistence expenses incurred by the Trainers and one member of the PrA events team.
- 4.3 Invoices are payable within █ days of issue.
- 4.4 If any payment is not made by the due date PrA may charge interest on any outstanding amount on a daily basis at a rate equivalent to █% a year above the Bank of England base lending rate then in force in London, but at █% a year for any period when that base rate is below █%.

#### **5. Confidentiality**

- 5.1 In this agreement “**Confidential Information**” means confidential information (regardless of how the information is stored or delivered), exchanged between the parties on or after the date of this agreement relating to the business, technology or other affairs of the party providing the information. Information which is or comes into the public domain or is independently and lawfully developed or received by the recipient party is excluded.
- 5.2 No Confidential Information disclosed to the Client or PrA may be disclosed by the recipient to any person without the written consent of the discloser except:
  - (a) officers, employees, subcontractors or professional advisers of the recipient who require such information for the purposes of this agreement or to advise the recipients in relation to the agreement, and who shall have been made aware of the obligation to maintain confidentiality; or
  - (b) if required to do so by law;however, each party may report any reportable matters to law enforcement authorities or regulators and cooperate with the same.
- 5.3 No Confidential Information may be used by the recipient for any purpose other than the performance of this agreement.
- 5.4 The provisions of clauses 5.2–5.3 will survive the expiry or earlier termination (for whatever reason) of this agreement for a period of three years.

## **6. Liability**

- 6.1 The Services shall be provided with reasonable skill and care. No other representation or warranty, express or implied, regarding the Services is given and all such representations and warranties are excluded to the maximum extent permitted by law.
- 6.2 Nothing in this agreement excludes or restricts liability for any fraudulent misrepresentation or death or personal injury caused by negligence.
- 6.3 Subject to clause 6.2, in no circumstances will PrA be liable to the Client, for any loss of profits, revenue, goodwill, business opportunity or any indirect, consequential, financial or economic loss or damage, costs or expenses whether in contract, tort (including negligence), breach of statutory duty or otherwise whatsoever or howsoever arising out of or in connection with this agreement.
- 6.4 Subject to clauses 6.2 and 6.3, the total liability of PrA for direct loss in contract, tort (including negligence), breach of statutory duty or otherwise whatsoever or howsoever arising out of or in connection with this agreement is limited to the total amount of the Fee actually received by PrA from the Client for the Services.

## **7. Copyright**

- 7.1 The copyright in all materials used or created in the course of the Services including the Course Materials shall vest in and remain the property of PrA or its licensors.
- 7.2 The Client shall not use the Course Materials for any purpose other than the delivery of the Courses by PrA.

## **8. Data protection**

- 8.1 Insofar as PrA processes personal data (as defined in the Data Protection Terms at Annex 1) on behalf of the Client, the parties will comply with the Data Processing Terms.

## **9. General**

- 9.1 This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 9.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).
- 9.3 Any waiver of the rights and obligations under this agreement shall be in writing and signed by the Client and PrA.

- 9.4 This agreement does not render one party the partner, agent, or legal representative of the other.
- 9.5 This agreement does not create any right enforceable by any person, who is not a party to this agreement, under the Contract (Rights of Third Parties) Act 1999, but this clause does not affect any right of a third party which is available apart from that Act.
- 9.6 This agreement may be modified or amended only by written agreement signed by duly authorised representatives of both parties.
- 9.7 Neither party shall assign or otherwise transfer all or any part of this agreement, without the other party's prior written consent.
- 9.8 This agreement constitutes the entire agreement and understanding of the parties relating to the subject matter of this agreement. If the whole or any part of a provision of this agreement is void, unenforceable or illegal in a jurisdiction, it is severed for that jurisdiction, unless it alters the basic nature of this agreement or is contrary to public policy.
- 9.9 All notices served under this agreement shall be in writing and sent by e-mail for the attention of the person and to the e-mail address given in this agreement. To prove service, it is sufficient to prove that the notice was transmitted to the correct e-mail address of the relevant party.
- 9.10 References in this agreement to "writing" include email.

**SIGNED** by 

For and on behalf of Praxis Courses Limited



Date.....29/05/2024.....

SIGNED by [REDACTED]

For and on behalf of UK Health Security Agency

[REDACTED]

Date.....13<sup>th</sup> May 2024.....

## ANNEX 1

### DATA PROCESSING TERMS

1. For the purposes of this annex, **Data Protection Legislation** means all applicable laws and regulations relating to the processing of personal data and privacy. **Personal Data Breach** means any breach of security leading to the accidental or unauthorised destruction, loss, alteration, disclosure of, or access to, personal data. The terms **data controller**, **data processor**, **process** and **personal data** shall have the meanings given to those terms in the applicable Data Protection Legislation.
2. PrA and the Client acknowledge that for the purposes of the Data Protection Legislation, the Client is the data controller and PrA is the data processor.
3. The table below sets out the scope, nature and purpose of the processing by PrA, the duration of the processing, the types of personal data and categories of data subject.

<b>Scope of processing by PrA</b>	as set out in the definition of Services
<b>Nature and purpose of the processing by PrA</b>	accessing, using, storing for the purpose of training Delegates on the Course
<b>Duration of the processing by PrA</b>	the term of this agreement
<b>Types of personal data</b>	Delegate name, Delegate email address, Delegate discussion during the Course, Delegate feedback on the Course
<b>Categories of data subject</b>	Delegates

4. PrA shall, in relation to any personal data processed on behalf of the Client:
  - (a) process that personal data only on written instructions of the Client;
  - (b) keep the personal data confidential;
  - (c) comply with the Client's reasonable instructions with respect to processing personal data;
  - (d) assist the Client in responding to any data subject access request and to ensure compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, privacy impact assessments and consultations with supervisory authorities or regulators;



- (e) notify the Client within 48 hours on becoming aware of a Personal Data Breach or communication which relates to PrA's or the Client's compliance with the Data Protection Legislation;
  - (f) at the written request of the Client, delete or return personal data and any copies thereof to the Client on termination of this agreement unless required by the Data Protection Legislation to store the personal data; and
  - (g) maintain complete and accurate records and information to demonstrate compliance with this annex and allow for audits by the Client or the Client's designated auditor.
5. PrA will not transfer outside of the UK or the European Economic Area any personal data it processes on behalf of the Client, without the Client's prior written consent.
6. PrA shall ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures. Such measures may include, where appropriate:
- (a) pseudonymising and encrypting personal data;
  - (b) ensuring confidentiality, integrity, availability and resilience of PrA systems and services;
  - (c) ensuring that availability of and access to personal data can be restored in a timely manner after an incident; and
  - (d) regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by PrA.
7. PrA agrees that any subcontractor it appoints including the Trainer is a sub-processor of personal data under this agreement. PrA confirm that it will enter into a written agreement, which incorporates terms which are substantially similar to those set out in this annex, with any such sub-processor. PrA shall remain fully liable for all acts or omissions of any sub-processor appointed by PrA pursuant to this agreement.