

CONTRACT PARTICULARS



**University of
Nottingham**
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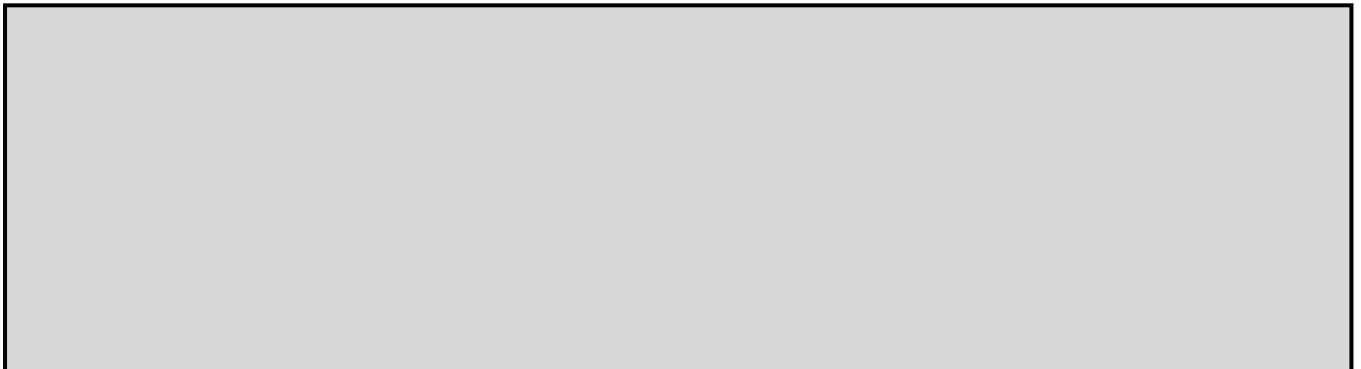
Dated – 31/08/21

The University Of Nottingham

and

Animal Plant Health Agency

**Apprenticeship Training
Services Agreement**



CONTRACT PARTICULARS

THIS AGREEMENT is dated 31th August 2021

EMPLOYER DETAILS	
Employer:	Animal Plant Health Agency
Company Number:	N/A
Employer's address:	APHA, Woodham Ln, Addlestone KT15 3NB
Employer's financial details:	N/A
Employer's Representative:	Name: Julie-Ann Jackson Title: People Lead for Science Directorate, APHA Email: julie-ann.jackson@apha.gov.uk Telephone: 02080269776 Postal Address: As above
TRAINING PROVIDER DETAILS	
Training Provider:	THE UNIVERSITY OF NOTTINGHAM
Company Number:	RC 000664
Training Provider's address:	UNIVERSITY PARK, NOTTINGHAM NG7 2RD
Training Provider's UKPRN	10007154
Training Provider's VAT number:	GB 690 391 225
Training Provider's Representative:	Name: Lizzy Martin Title: Employer Engagement Manager Email: lizzy.martin@nottingham.ac.uk Telephone: 0115 748 7076 Postal Address: University of Nottingham University Park Nottingham, NG7 2RD
SPECIFIC TERMS	
Mandatory Documents	<ol style="list-style-type: none"> 1. Apprenticeship Agreement 2. Evidence of eligibility 3. Commitment Statement <p><i>Employers should note failure to provide the Mandatory Documents by the date specified by the Training Provider may result in the apprenticeship start date being postponed.</i></p>

CONTRACT PARTICULARS

Commencement Date	20 th September 2021
Expiry Date	20 th March 2024
Fixed or Multiple Apprenticeship Programmes	Tick the required option: Fixed: This agreement is for the Apprenticeship Programme(s) set out in Schedule 1 only and Clause 5 shall not apply <input checked="checked" type="checkbox"/> X OR Multiple: This agreement is for multiple Apprenticeship Programmes and Clause 5 shall apply <input type="checkbox"/>
Training Provider Administration Service	Tick this box if the Training Provider will be completing on-line administrative tasks on behalf of the Employer and Clause 4.2.2 shall apply <input type="checkbox"/>
Complaints Procedure	Tick this box for the Training Provider's Complaints Procedure regarding disputes of complaints regarding this Agreement with the Employer to have effect and take priority over the process set out in clauses 7.1 to 7.3. <input checked="checked" type="checkbox"/> X <i>(If box is ticked, Complaints Procedure must be attached at Schedule 3)</i>
SCHEDULES	
Schedule 1:	Apprenticeship Programme(s): 1. L7 Bioinformatics
Schedule 2:	Mandatory Policies
Schedule 3:	Training Provider's Complaints Procedure

This Agreement is entered into on the date set out above and is made up of these Contract Particulars, the Contract Terms and the Schedules stated above.

SIGNED on behalf of the **TRAINING PROVIDER:**



Ben Sumner

.....
Signature

.....
Print Name

CONTRACT PARTICULARS

SIGNED on behalf of the **EMPLOYER**:

.....
Signature



..... **Julie-Ann Jackson.**
Print Name

Contract Terms

BACKGROUND

- (A) The Training Provider is a public university in England incorporated under Royal Charter.
- (B) The Employer is [a Private limited Company].
- (C) The Training Provider and the Employer have agreed to enter into this Agreement in order to regulate their respective roles and responsibilities and use of funding used to deliver education and training Apprenticeships, during which Apprentices will be employed by the Employer and trained by the Training Provider and the Employer.

1. Definitions and Interpretation

- 1.1 The definitions and rules of interpretation in this clause apply to this Agreement:

Accountability Statement means the “Apprenticeship Accountability Statement” published by the Department for Education which sets out the roles and responsibilities of the various regulatory bodies responsible for regulating Apprenticeships a copy of which can be found at:

<https://www.gov.uk/government/publications/apprenticeship-accountability-statement>

Additional Payments means payments made available to the employers and paid to the training provider on employers’ behalf by the ESFA such as the additional payments for 16 to 18 year olds and eligible 19 to 24 year olds;

Apprentice means a person who works under an Apprenticeship Agreement entered into with the Employer;

Apprenticeship means the training and (where applicable) end-point assessment for an employee as part of a job with an accompanying skills development programme in accordance with section A1 of the Apprenticeships, Skills, Children and Learning Act 2009. An apprenticeship must be either a new job that requires new knowledge and skills or an existing job role, where the individual needs significant new knowledge, skills and behaviours to be occupationally competent;

Apprenticeship Agreement means a complete apprenticeship agreement that complies with relevant statutory requirements, being either (a) an approved English apprenticeship agreement; or (b) an apprenticeship agreement within the meaning given in section 32 or section A1(3) of the Apprenticeship, Skills, Children and Learning Act 2009 as it applies in relation to England;

Apprenticeship Programme means a programme of Training set out in Schedule 1 or agreed pursuant to clause 5;

Apprenticeship Programme Completion Date means the date on which the last Apprentice in a cohort provided with Training under this Agreement successfully completes the relevant End-Point Assessment (including following any resits or retakes necessary for such successful completion) or withdraws from the Apprenticeship or is deemed to have failed the apprenticeship as defined in the EPA Assessment Plan or Approved Apprenticeship Standard;

Approved Apprenticeship Standard has the meaning given in Section A1 of the Apprenticeships, Skills, Children and Learning Act 2009;

Break in Learning means a period of time during an Apprenticeship Programme in which the Apprentice is not participating in work with the Employer, nor undertaking any training or learning with the Training Provider and where at the time of notification the Apprentice intends to resume participation in the Apprenticeship at some point in the future (as identified pursuant to the flowchart after P291 of the Funding Rules). By way of example only, this may be due to illness, pregnancy or other reason which makes them temporarily unable to continue with the Apprenticeship;

Bribery Act means the Bribery Act 2010 and any subordinate legislation made under that Act, as updated from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation;

Business Days means any day from Monday to Friday excluding any public holiday when the banks of London are open for business;

Charges means the full cost of the Services provided in accordance with the Apprenticeship Programme(s) as set out in the relevant Apprenticeship Programme including the cost of any resits payable pursuant to clause 4.1.9 and additional costs pursuant to clause 19.2;

Complaints Procedure means the complaints procedure attached at Schedule 3 or notified to the Apprentice and/or Employer, as appropriate, by the Training Provider and/or the Employer, as appropriate, which meets the requirements relating to such documents under the Funding Rules;

Confidential Information means any and all materials and information of or relating to a party constituting or concerning products, services, contracts, business models, methods or practices, financial projections or results, know how, trade secrets, intellectual property or ideas which, at the time or times concerned, are not generally known to third persons and such other information as may be proprietary or confidential in nature or is identified by such Party as confidential;

Contract Particulars means the particulars of this Agreement as set out and attached to this Agreement above;

Contract of Service has the meaning defined in clause 4.1.1 of this Agreement which shall constitute a “contract of service” as referred to in the Funding Rules;

Contract Terms means these contract terms from clause 1 to 20 (inclusive);

Controller and Data Protection Legislation has the meaning set out in Schedule 4;

Employer Charges means the eligible, evidenced cost to the Employer of providing the part of the Training allocated to it in an Apprenticeship Programme;

Employer’s Digital Account means the part of the ESFA’s apprenticeship service which shows the amount of Funding available to the Employer to spend on Training of Apprentices and information associated with this spend;

Employer’s Representative means the person stated as the Employer’s representative in the Contract Particulars or notified to the Training Provider from time to time;

End-Point Assessment (EPA) means the assessment (and any resits of that assessment) of the Apprentice’s knowledge, skills and behaviours carried out by an End-Point Assessment Organisation at the end of the Training to confirm that the Apprentice has met the requirements of any relevant Approved Apprenticeship Standard;

End-Point Assessment Organisation (EPAO) means any organisation on the Register of End-Point Assessment Organisations which is selected by an Employer and contracted by a Training Provider to carry out End-Point Assessment except where the Apprenticeship relates to an Integrated Standard in which case the End-Point Assessment Organisation may be the Training Provider;

EPA Assessment Plan means the scheme of assessment approved by the Institute for Apprenticeships in relation to an Approved Apprenticeship Standard which EPAOs use to develop assessment tools and deliver EPAs;

ESFA means the Secretary of State for Education, acting through the Education and Skills Funding Agency, an executive agency of the Department for Education, whose principal address is at Cheylesmore House, Quinton Road, Coventry, CV1 2WT;

ESFA Contingency means the action following change in employer, apprentice or provider circumstances set out in paragraphs P285 to 347 and P380-381 of the Funding Rules;

ESFA Contingency Event means each scenario described in each ESFA Contingency;

Expiry Date means the date stated as being the expiry date in the Contract Particulars;

Funding means the funding paid to the Training Provider on behalf of the Employer towards the cost of Training and End-Point Assessment in accordance with this Agreement;

Funding Rules means the Apprenticeship funding rules for main providers amended from time to time and available at: https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/998888/2122_Provider_Rules_Version_Clarification_Version_v1.0_.pdf

Good Industry Practice means the exercise of such degree of skill, diligence and care which would reasonably and ordinarily be expected from a skilled and experienced provider engaged in the discharge of their usual business (as the context so dictates) under the same or similar circumstances as those applicable to this Agreement;

Integrated Standard is an Approved Apprenticeship Standard in which the End-Point Assessment is incorporated into the main learning aim (usually a degree or other full higher education qualification) as defined in the Funding Rules;

Intellectual Property Rights means any and all intellectual property rights of any nature anywhere in the world whether registered, registerable or otherwise, including patents, utility models, trade marks, registered designs and domain names, applications for any of the foregoing, trade or business names, goodwill, copyright and rights in the nature of copyright, design rights, rights in databases, moral rights, know-how and any other intellectual property rights which subsist in computer software, computer programs, websites, documents, information, techniques, business methods, drawings, logos, instruction manuals, lists and procedures and particulars of customers, marketing methods and procedures and advertising literature, including the “look and feel” of any websites;

Law means all statutes, statutory instruments, regulations, byelaws, rules, judicial rulings and orders made under any statute, directive or by any competent legislative or judicial body in England and Wales and in particular (but not limited to) any competition law provisions that apply to the higher education sector;

Mandatory Documents means the documents listed as mandatory documents in the Contract Particulars;

Mandatory Policies means the policies of the Training Provider set out in Schedule 2 or made known to the Employer from time to time;

Maternity, Adoption and Shared Parental Leave means statutory maternity leave, statutory adoption leave and statutory shared parental leave;

OfS means the Office for Students or such other statutory or non-statutory body responsible for regulating the higher education sector from time to time and all matters currently assigned to the OfS under the Accountability Statement;

Ofsted means the Office for Standards in Education, Children's Services and Skills whose principal address is at Piccadilly Gate, Store Street, Manchester, M1 2WD or such other statutory or non-statutory body responsible for carrying out its functions from time to time (including but not limited to the regulation of the further education sector, teacher training in the higher education sector and all matters assigned to it under the Accountability Statement);

Personal Data has the meaning set out in Schedule 4;

QAA UK Quality Code means the code published by the QAA which sets out the expectations that all providers of UK higher education are required to meet;

Quality Assurance Agency for Higher Education (QAA) means the Quality Assurance Agency for Higher Education, company number 03344784 with its registered office at Southgate House, Southgate Street, Gloucester, Gloucestershire, GL1 1UB or such other statutory or non-statutory body responsible for carrying out its functions from time to time (including but not limited to monitoring and improving quality in the higher education sector and all matters assigned to it under the Accountability Statement);

Services means the provision of training services in respect of the Apprenticeship Programmes, as further detailed in Schedule 1 or agreed pursuant to clause 5;

Subcontractor means a person or organisation selected by the Employer and the Training Provider to deliver part of the Training on behalf of the Training Provider under this Agreement (and where the Employer is selected to deliver some of the training on behalf of the Training Provider under this Agreement, they will also be considered to be a Subcontractor whilst undertaking that delivery);

Training means the delivery of training and on-programme assessment by the Training Provider to one or more Apprentices;

Training Provider's Representative means the person stated as the Training Provider's representative in the Contract Particulars or notified to the Employer from time to time;

Unfunded Charges means such parts of the Charges that have not been recovered from the ESFA for any reason other than the default of the Training Provider; and

VAT means value added tax at the rate prevailing at the time of the relevant supply charged in accordance with the provisions of the Value Added Tax Act 1994.

- 1.2 Clause and Schedule headings do not affect the interpretation of this Agreement.
- 1.3 References to clauses and Schedules are (unless otherwise provided) references to the clauses and Schedules of this Agreement.
- 1.4 If there is an inconsistency between any of the provisions in the main body of this Agreement and the Schedules, the provisions in the main body of this Agreement shall prevail.

- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.
- 1.6 A reference to a statute or statutory provision or the Funding Rules is a reference to it as amended, extended or re-enacted from time to time.
- 1.7 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time.
- 1.8 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.9 Words or phrases defined in the Funding Rules shall have the same meaning in this Agreement.
- 1.10 A reference to a person includes firms, partnerships and corporations and their successors and permitted assignees or transferees.

2. Commencement and Duration

- 2.1 This Agreement shall commence on the date stated in the Contract Particulars and shall continue until the later of:
 - 2.1.1 the Expiry Date; and
 - 2.1.2 the latest Apprenticeship Programme Completion Date to occur provided that the relevant Apprenticeship Programme giving rise to such date has commenced prior to the Expiry Date.
- 2.2 The Expiry Date may be amended by prior agreement between the parties in writing.

2A. Joint Obligations

- 2A.1 The Parties shall deliver their respective obligations to each other and to the Apprentice in accordance with all applicable Funding Rules.
- 2A.2. The Parties shall adhere to all applicable assessment requirements.
- 2A.3 The Parties shall immediately inform each other in writing, and the Training Provider shall inform the ESFA in writing, about any circumstances which might give rise to an actual or perceived conflict of interest. The Parties shall not proceed with any Apprenticeships connected to the conflict without the ESFA's permission in writing in these circumstances.
- 2A.4 The Parties shall ensure that each Apprentice, the Employer and the Training Provider sign and hold an up to date copy of a commitment statement setting out how they will support the successful achievement of the Apprenticeship.
- 2A.5 The commitment statement must be signed by the Apprentice, the Employer and the Training Provider, and all three parties must keep a current signed and dated version on record.
- 2A.6 The commitment statement must set out the planned content and schedule for training and, when it is available to the parties, end-point assessment. It must also set out what is expected and offered by the Employer, the Training Provider (and any subcontractors) and the Apprentice in achieving the Apprenticeship.
- 2A.7 The commitment statement is intended to provide a short summary, and should include the following as a minimum:

- 2A.7.1 the name of the Apprentice, their job role and their normal working hours (their paid hours excluding overtime);
- 2A.7.2 details of the Employer and Training Provider (and any Subcontractor);
- 2A.7.3 details of the Apprenticeship, including the name of the Approved Apprenticeship Standard being followed, including the level, the start/end dates for the Training and for standards the dates relating to the practical period of Training, and EPA and key milestones for mandatory or other qualification achievements;
- 2A.7.4 the amount of off-the-job training that will be delivered to meet the minimum 20% requirement;
- 2A.7.5 details on which elements are eligible for co-funding in accordance with the Funding Rules and necessary to meet the EPA; those which are not eligible for co-payment but will be fully funded by the Employer; those elements not eligible for co-payment but which are funded by the Training Provider and those fully funded by the ESFA;
- 2A.7.6 the list of organisations delivering each segment of the Training and EPA; and
- 2A.7.7 roles and responsibilities of the Employer, Training Provider (and any Subcontractor) and Apprentice, and arrangements for how the three parties will work together. This must include contact details and set out the expected commitment from each to ensure the smooth running and day-to-day delivery of the Apprenticeship, including for example the following:
 - (a) Apprentice: attendance and undertaking and mandatory recording of on and off the job training;
 - (b) Employer: commitment to wages and a commitment to a minimum of 20% of contracted hours (minus statutory leave) as time off to study in the working day; and
 - (c) Training Provider (and any Subcontractor): support and guidance available and how to access it. The process for Employer and Apprentice to use for resolving any queries or complaints regarding the Apprenticeship, including quality. This must include details of the escalation route within the Training Provider's own organisation and the escalation process to the ESFA through their Apprenticeship helpline.
- 2A.8 The Training Provider and the Employer agree that this Agreement requires compliance with:
 - 2A.8.1 the QAA's UK Quality Code for Higher Education (or any successor document to it), and this Agreement will, if necessary, be tailored to meet the precepts of that Code;
 - 2A.8.2 the Training Provider's quality principles (as the Training Provider may inform the Employer from time to time); and
 - 2A.8.3 the Funding Rules.
- 2A.9 The Employer shall send to the Training Provider a copy of any quality review report which may be submitted to the Employer by an external or internal reviewer as soon as reasonably possible, and in any event no later than 2 weeks upon receiving the quality review report.

3. Training Provider Obligations

- 3.1 The Training Provider shall deliver the Services to the Employer:
 - 3.1.1 in accordance with and for the duration of the relevant Apprenticeship Programme;

- 3.1.2 using reasonable skill and care;
 - 3.1.3 in compliance with the Funding Rules;
 - 3.1.4 in compliance with the Law and associated codes and guidance from time to time in force; and
 - 3.1.5 in compliance with the quality codes, guidance and requirements issued by the OfS, the QAA (including the QAA UK Quality Code) and/or Ofsted (as the case may be).
- 3.2 The Training Provider shall enter into written agreements with all relevant:
- 3.2.1 Subcontractors; and
 - 3.2.2 End-Point Assessment Organisations (except where the Apprenticeship relates to an Integrated Standard and the Training Provider is the End-Point Assessment Organisation),
- as specified in the relevant Apprenticeship Programme.
- 3.3 The Training Provider shall monitor the quality of Training delivered by a Subcontractor through such means as it considers appropriate including regular meetings, audits and observations of teaching, learning and assessment.
- 3.4 Subject to the Employer fulfilling the obligations set out in clause 4, the Training Provider shall use its reasonable endeavours to recover sums in respect of the Charges from the ESFA.

4. Employer Obligations

- 4.1 The Employer shall:
- 4.1.1 from the commencement of the relevant Apprenticeship Programme until completion of the relevant End-Point Assessment or the Apprentice's withdrawal from the Apprenticeship, employ and pay the Apprentice in accordance with the Law and agreed employment terms and conditions (a **Contract of Service**) for the duration of the relevant Apprenticeship Programme which shall be not less than the period set out in the relevant Apprenticeship Programme (subject to earlier termination of this Agreement in accordance with its terms and/or the Apprentice's Contract of Service). The Employer shall indemnify, and keep indemnified, the Training Provider against any employment liabilities which may, notwithstanding the parties' intentions, fall to the Training Provider at any time for, or in relation to, the Apprentices provided that any such liability does not arise as a consequence of the Training Provider breaching any statutory provision including any act of discrimination or harassment;
 - 4.1.2 promptly do all acts and not omit to do anything reasonably requested of the Employer by the Training Provider for the purposes of the Training Provider's:
 - (a) compliance with the Funding Rules;
 - (b) obtaining any payment to which it or the Employer may be entitled under the Funding Rules; and
 - (c) compliance with the quality codes and guidance issued by OfS, QAA and/or Ofsted (as the case may be);
 - 4.1.3 enter into and procure that each Apprentice enters into:

- (a) a Contract of Service;
 - (b) an Apprenticeship Agreement; and
 - (c) a commitment statement as required by the Funding Rules,
- each of which must be in place for the entire length of the Apprenticeship and meet the requirements of the Funding Rules and made available to the Training Provider on request;
- 4.1.4 provide such Training and/or carry out such actions as are assigned to the Employer in the Apprenticeship Programme and in any event support each Apprentice in their learning and development to the reasonable satisfaction of the Training Provider;
- 4.1.5 notify in writing the Training Provider of any:
- (a) Break in Learning; or
 - (b) Maternity, Adoption and Shared Parental Leave; and, if the Employer and the Apprentice wish to continue the Apprenticeship during KIT or SPLIT days, the Employer shall, and shall procure that the Apprentice shall, execute an agreement as required under P307 of the Funding Rules;
- 4.1.6 confirm promptly on request by providing signed declarations to the Training Provider:
- (a) each Apprentice's eligibility for apprenticeship funding;
 - (b) any eligibility for 16-18 year old Additional Payments (if applicable);
 - (c) any eligibility for Additional Payments for a 19-24 year old with Education, Health and Care plan, or has been a Child in Care (if applicable);
 - (d) any eligibility for care leavers bursary Additional Payments (if applicable);
 - (e) the average number of employees employed by the Employer in the three hundred and sixty five (365) days immediately preceding the first day of an Apprenticeship and (if applicable) the Employer's eligibility for small employer Additional Payments;
 - (f) any other matters on which the Training Provider requires written evidence that is in the possession of the Employer in order for the Training Provider to comply with the Funding Rules;
 - (g) the address or addresses where the Apprentice shall be carrying out their working hours and evidence of the time spent in each location (where any location is outside England);
 - (h) whether learning support is available to support Apprentices with additional learning needs;
 - (i) compliance with subsidy control law or guidance (under P267-270 of the Funding Rules); and
 - (j) the number of contracted working hours for which each Apprentice is employed and the total number of off-the-job training hours agreed for the full Apprenticeship;
- 4.1.7 ensure, and on request provide written confirmation, that:

- (a) the Apprentice is employed, providing confirmation of their hours and working pattern; that they are employed for a minimum of 30 hours per week and that training both on and off-the-job is included in those hours of employment or where the Apprentice is employed for less than 30 hours per week the duration of the Apprenticeship has been extended proportionately in accordance with the Funding Rules;
 - (b) the funding for the Apprenticeship is not used to pay the Apprentice's wages;
 - (c) the Apprentice is enabled to complete the Apprenticeship within their working hours and make available time for the Apprentice to be able to complete the Apprenticeship Programme including:
 - (i) permitting at least 20% of each Apprentice's employed hours to be used for off-the-job training (as reasonably required by the Apprentice);
 - (ii) releasing the Apprentice to the Training Provider for undertaking such training and courses with the Training Provider as set out in the Apprenticeship Programme;
 - (iii) providing the Apprentice the use of equipment necessary to enable the Apprentice to fulfil training objectives;
 - (iv) cooperating with the Training Provider to arrange for any necessary End-Point Assessment and allowing the Apprentice to attend the same;
- 4.1.8 comply with the terms of any agreement between the Employer and the ESFA;
- 4.1.9 where not paid for by Funding, provide payment for re-takes for qualifications or End-Point Assessment required by the Approved Apprenticeship Standard where no extra learning takes place before the re-take;
- 4.1.10 comply with the Mandatory Policies;
- 4.1.11 provide the Apprentice with appropriate support and supervision on the job to carry out their job role;
- 4.1.12 work with the Training Provider to ensure each Apprentice who is on an Apprenticeship Programme achieves their minimum entitlement to 20% off the job Training over the duration of their Apprenticeship, accepting that from time to time the agreed training schedule may be disrupted unintentionally by either party; and
- 4.1.13 return all Mandatory Documents identified in the Specific Terms of the Contract Particulars by the date notified by the Training Provider. Failure to provide Mandatory Documents by this date may (at the Training Provider's discretion) result in the commencement date of the Apprenticeship being postponed.
- 4.2 To secure an efficient working relationship between the Training Provider and the Employer and to protect the interests of the Apprentice, the Employer shall:
 - 4.2.1 cooperate in good faith with the Training Provider and any Subcontractor and/or End-Point Assessment Organisation to enable the successful delivery and completion of each Apprenticeship, including (where applicable) entering into written agreement with the Training Provider where subcontracting is taking place;

- 4.2.2 where indicated in the Contract Particulars that the Training Provider will be providing on-line administrative tasks, provide to the Training Provider on request all necessary log-in information to enable the Training Provider to access the Employer's Digital Account for the purposes of confirming the Funding available in respect of an Apprentice and uploading on behalf of the Employer information required pursuant to the Funding Rules relating to the Apprentice, the Apprenticeship Programme and/or other relevant matters;
- 4.2.3 allow the Training Provider, its staff, auditors, contractors or agents, including the Training Provider's Representative, access to the Apprentice, the Employer's premises and any relevant records or documents, including health and safety records, to allow the Training Provider to comply with the Training Provider's obligations under this Agreement. Such access shall be as reasonably agreed between the parties or on reasonable notice from the Training Provider;
- 4.2.4 promptly notify the Training Provider in writing when it becomes aware or develops a reasonable suspicion that the Apprentice wishes to withdraw from the Apprenticeship;
- 4.2.5 immediately notify the Training Provider if the Apprentice informs the Employer that they no longer wish to continue with the Apprenticeship;
- 4.2.6 promptly notify the Training Provider in writing when it becomes aware that either the Apprentice or Employer wishes to terminate the Apprentice's employment;
- 4.2.7 immediately notify the Training Provider if the Apprentice's employment with the Employer ceases;
- 4.2.8 immediately notify the Training Provider if the Apprentice is made redundant and provide to the Training Provider a copy of the redundancy notice; and
- 4.2.9 appoint an Employer's Representative and promptly notify the Training Provider of any change of the Employer's Representative from time to time.
- 4.3 The Employer is responsible for the promotion, advertising and marketing of the Apprenticeships. The Training Provider may decide in its absolute discretion to assist the Employer.
- 4.4 All promotional material referring to the Training Provider must be approved in writing by the Training Provider, before it is published. Without prejudice to the generality of the foregoing, materials will not be approved unless they clearly and accurately specify the nature of the relationship with the Training Provider, and do not represent the Employer as being part of the Training Provider.
- 4.5 Enrolment
 - 4.5.1 Once the Employer has received details of a potential Apprentice, the Employer shall send to the Training Provider any paperwork and make such other arrangements as deemed necessary in the reasonable opinion of the Training Provider for the Training Provider to determine the Apprentice's eligibility for an Apprenticeship with the Employer. Subject to the Training Provider confirming eligibility of the Apprentice, the Apprentice will be enrolled as an Apprentice by the Training Provider. The Employer acknowledges that it is not the Training Provider's agent for the purpose of enrolment and the decision as to whether a person is eligible to be enrolled as an Apprentice is for the Training Provider alone (in its sole and absolute discretion). The Training Provider alone has the right to suspend or expel any Apprentice from the training provided by the Training Provider as part of that Apprenticeship.

4.5.2 The Training Provider may, in its absolute discretion, from time to time allow the Employer to select potential Apprentices, for consideration in accordance with the process set out in clause 4.5.1 above without prejudice to the Training Provider's right to accept or reject persons for enrolment as Apprentices as it sees fit and the Employer shall select and inform potential Apprentices that this is the case.

4.5.3 The initial guidance and assessment of Apprentices and potential Apprentices shall be carried out by the Employer and the Training Provider. The Training Provider shall specify the form which the said initial guidance and assessment shall take, including the form of the Apprenticeship Agreement which shall be entered into at that time.

4.5.4 The Employer shall not make any representation to any potential Apprentice about their eligibility, likelihood of becoming enrolled or any conditions regarding enrolment save as expressly authorised by the Training Provider.

4.6 In relation to End-Point Assessment:

4.6.1 the Employer shall provide to the Training Provider all relevant information about the Apprentice to enable End-Point Assessment to occur; and

4.6.2 the Employer acknowledges that the Funding Rules require the Training Provider to arrange End-Point Assessments and the Employer shall not enter into any contract or other arrangement with an End-Point Assessment Organisation for the provision of the same.

4.7 The Employer warrants that the Employer Charges (where applicable) represent the actual cost of delivering the Training allocated to it in the Apprenticeship Programme and no profit element is included in the Employer Charges.

4.8 Where the Employer has identified the candidates to be included in the Apprenticeship Programme, the Training Provider may assess each Apprentice's ability to successfully complete their Apprenticeship, with particular regard to the academic requirements. Where the Training Provider, using their educational expertise, believes that an Apprentice will be unable to successfully complete their Apprenticeship, the Training Provider may either suggest an alternative training programme or require the Employer to withdraw the Apprentice from the Apprenticeship Programme.

5. Additional Apprenticeship Programmes

Where indicated in the Contract Particulars, this clause 5 shall have effect.

5.1 The Employer may prior to the Expiry Date request that additional Apprenticeship Programmes be delivered to its employees by the Training Provider in accordance with this clause 5.

5.2 The Training Provider and the Employer shall discuss the nature and content of the Employer's requirement for an additional Apprenticeship Programme and such a discussion shall result in the Employer requesting either:

5.2.1 the provision of one of the Apprenticeship Programmes set out in Schedule 1 (a **Repeat Apprenticeship Programme Request**) in accordance with clause 5.3; or

5.2.2 the development of a new Apprenticeship Programme in accordance with clause 5.4 (a **Bespoke Apprenticeship Programme Request**).

5.3 Repeat Apprenticeship Programmes

5.3.1 The Employer shall notify the Training Provider in a written Repeat Apprenticeship Programme Request which of the Apprenticeship Programmes set out in Schedule

1 that it wants to be repeated and shall provide the Training Provider with sufficient information (in the opinion of the Training Provider acting reasonably) to allow the Training Provider to prepare an updated Apprenticeship Programme (a **UAP**).

5.3.2 Within ten (10) Business Days of receipt of the Repeat Apprenticeship Programme Request, the Training Provider shall:

- (a) notify the Employer that it declines to repeat the requested Apprenticeship Programme; or
- (b) provided that the Employer has provided sufficient information pursuant to clause 5.3.1, provide the Employer with a UAP (in the form of the Apprenticeship Programmes set out in Schedule 1) containing all relevant information required by the Funding Rules.

5.3.3 The parties shall negotiate the contents of the UAP provided pursuant to clause 5.3.2(b) and once agreed between the parties the Employer and the Training Provider shall each indicate such agreement by executing the UAP under hand.

5.3.4 A UAP that has been executed by both parties pursuant to clause 5.3.3 shall be deemed to be an Apprenticeship Programme for the purposes of this Agreement and shall be incorporated into Schedule 1 accordingly.

5.4 **Bespoke Apprenticeship Programmes**

5.4.1 The Employer shall notify the Training Provider in a written Bespoke Apprenticeship Programme Request that it requests a bespoke apprenticeship programme (a **BAP**) to be developed and delivered. The Bespoke Apprenticeship Programme Request shall contain sufficient information (in the opinion of the Training Provider acting reasonably) for the Training Provider to develop a BAP setting out the Training required.

5.4.2 Within twenty (20) Business Days of receipt of the Bespoke Apprenticeship Programme Request, the Training Provider shall:

- (a) notify the Employer that it declines to offer the requested BAP; or
- (b) provided that the Employer has provided sufficient information pursuant to clause 5.4.1, provide the Employer with a BAP (in the form of the Apprenticeship Programmes set out in Schedule 1) containing all relevant information required by the Funding Rules.

5.4.3 The parties shall negotiate the contents of the BAP provided pursuant to clause 5.4.2(b) and once agreed between the parties the Employer and the Training Provider shall each indicate such agreement by executing the BAP under hand.

5.4.4 A BAP that has been executed by both parties pursuant to clause 5.4.3 shall be deemed to be an Apprenticeship Programme for the purposes of this Agreement and shall be incorporated into Schedule 1 accordingly.

6. **Charges and Payments**

6.1 The Employer shall be responsible for the Charges and shall pay the Charges to the Training Provider to the extent that the Charges have not been recovered by the Training Provider from the ESFA.

6.2 The Training Provider shall send invoices in respect of the Unfunded Charges to the Employer at the frequency set out in the relevant Apprenticeship Programme (or if the

Apprenticeship Programme does not so specify, on a monthly basis). The Employer shall pay such invoices within thirty (30) days of receipt or such longer period as may be agreed.

- 6.3 Subject to the Employer providing the bank account details of the company or other legal person that employs the relevant Apprentice, the Training Provider shall pay to the Employer any Additional Payments received from the ESFA on behalf of the Employer within thirty (30) days of receipt or such other timescale as may be specified in the Funding Rules.
- 6.4 Where for any reason the ESFA requires the Training Provider to return any Additional Payments or any other payment, the Employer shall pay to the Training Provider an amount equal to the sum required to be returned. The Training Provider shall notify the Employer of any requirement to return payments to the ESFA and the Employer shall pay such amount to the Training Provider within thirty (30) days of such notice.
- 6.5 All sums payable by or to the Training Provider or the Employer are exclusive of VAT. In the case of any VAT payable, the VAT shall be due thirty (30) days after receipt by the receiving party of a valid VAT invoice.
- 6.6 Without prejudice to the rights of either party under this Agreement, any sums that remain unpaid after their due date shall bear interest at the rate of four per cent (4%) above the Bank of England base rate from time to time.
- 6.7 Without prejudice to any other rights of remedy available to it, the Training Provider may suspend delivery of the Services if payments are not received in accordance with clause 6.2. If sums due remain unpaid for more than 30 days after the Employer has been notified in writing to make such payment then the Training Provider may terminate this Agreement with immediate effect by giving notice to the Employer.
- 6.8 If an Apprentice permanently leaves its employment with the Employer, permanently withdraws from, or is asked to leave and leaves permanently, an Apprenticeship Programme, the Training Provider will, where required, reimburse the Employer, on a pro-rata basis, its co-investment made for learning paid for but not undertaken or for learning delivered, but not yet paid for.

7. Dispute Resolution

This clause 7 shall have effect provided that where the Contract Particulars state that the Training Provider has its own Complaints Procedure, such Complaints Procedure shall take precedence over and be completed prior to the process set out in clauses 7.1 to 7.3 is commenced.

- 7.1 In the event of a dispute arising between the parties in relation to this Agreement, either party may serve written notice on the other stating the nature of the dispute (a **Dispute Notice**).
- 7.2 After service of the Dispute Notice, the following procedure shall be followed by the parties (all periods specified in this clause 7.2 shall be extendable by mutual agreement):
 - 7.2.1 within five (5) days, the Training Provider's Representative and the Employer's Representative shall meet to attempt to settle the dispute (each party acting in good faith);
 - 7.2.2 if the Training Provider's Representative and the Employer's Representative are unable to reach a settlement within twenty one (21) days from the date of service of the Dispute Notice, the chief executive officers (or such equivalent senior officers) of each of the parties shall meet within the following fourteen (14) days to attempt to settle the dispute; and

- 7.2.3 if no settlement results from the meeting specified in clause 7.2.2, for the following fifty six (56) days the parties shall attempt to settle the dispute by mediation (in accordance with the CEDR Model Mediation Procedure) by an independent mediator appointed by CEDR unless otherwise agreed between the parties, with costs to be shared equally between the parties.
- 7.3 If no settlement is reached under clause 7.2 the dispute shall be determined by the English High Court and the parties submit to the exclusive jurisdiction of such court for such purposes.
- 7.4 In addition to the process set out in clauses 7.1 to 7.3, Apprentices and Employers can contact the apprenticeship helpline regarding apprenticeship concerns, complaints and enquiries:
National Apprenticeship Helpline
email: helpdesk@manage-apprenticeships.service.gov.uk
tel: 0800 015 0600

8. Termination

- 8.1 Without prejudice to any rights that have accrued under this Agreement or any of its rights or remedies, either party may at any time terminate this Agreement or any part of it with immediate effect by giving written notice to the other party if:
- 8.1.1 the other party commits a material breach of any term of this Agreement (other than failure to pay any amounts due under this Agreement) and (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;
- 8.1.2 the other party repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement;
- 8.1.3 the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
- 8.1.4 the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- 8.1.5 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or on connection with the winding up of that other party;
- 8.1.6 an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party;
- 8.1.7 the holder of a qualifying floating charge over the assets of that other party has become entitled to appoint or has appointed an administrative receiver;
- 8.1.8 a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
- 8.1.9 a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or

sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;

- 8.1.10 any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 8.1.3 to clause 8.1.9 (inclusive);
 - 8.1.11 the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business;
 - 8.1.12 the other party's funding agreement with the ESFA is terminated; or
 - 8.1.13 the circumstances described in clause 6.7 arise.
- 8.2 If the Training Provider ceases to be an ESFA approved training provider (so indicated at the date of this Agreement by being listed on the Register of Apprenticeship Training Providers) then the provisions of clause 9.5 shall apply.
- 8.3 The Training Provider may terminate the delivery of an Apprenticeship to an individual Apprentice with immediate effect by written notice to the Employer in the event that the Apprentice ceases to be employed by the Employer (or otherwise ceases to be eligible to undertake the Apprenticeship) or where the Apprentice's registration with the Training Provider is terminated.

9. Consequences of Termination

- 9.1 Other than as set out in this Agreement, neither party shall have any further obligation to the other under this Agreement after its termination.
- 9.2 Any provision of this Agreement which expressly or by implication is intended to come into or continue in force on or after termination of this Agreement, including clause 1, clause 4.1.2, clause 7, clause 9, clause 10, clause 12, clause 15, clause 16, clause 17 and clause 20 shall remain in full force and effect.
- 9.3 Termination or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry.
- 9.4 On termination (for any reasons) or expiry of this Agreement:
- 9.4.1 the Employer shall immediately pay to the Training Provider all Charges due at the date of termination or expiry pursuant to the Apprenticeship Programmes;
 - 9.4.2 to the extent that the Employer has paid the Charges pursuant to clause 9.4.1 and the Training Provider recovers funding from the ESFA in respect of those Charges, the Training Provider shall, provided that the Employer does not owe any other sums to the Training Provider, reimburse the Employer those sums paid in duplicate pursuant to clause 9.4.1;
 - 9.4.3 each party shall promptly return to the other any equipment, documents, information or materials owned by the other party (or a third party) and used in connection with the Services; and
 - 9.4.4 each party shall cooperate in good faith to ensure that no Apprentice is materially disadvantaged by the termination of this Agreement.
- 9.5 If the Training Provider ceases to be an ESFA approved training provider then:

- 9.5.1 save where the Employer has identified a new provider to transfer its Apprentices to as an ESFA Contingency Event (P337 of the Funding Rules), this Agreement shall continue in full force and effect in respect of Apprentices who have started their Apprenticeship prior to the date on which the Training Provider ceased to be an ESFA approved training provider and the Apprenticeship Programme Completion Date for the purposes of clause 2.1.2 shall be the date on which the last such Apprentice successfully completes the relevant End-Point Assessment; and
- 9.5.2 this Agreement shall terminate in respect of any person who was due to become an Apprentice on or after the date on which the Training Provider ceased to be an ESFA approved training provider and the Training Provider shall use its reasonable endeavours to assist such persons in their transition to another training provider.

10. ESFA Contingencies

The parties shall take all necessary steps to give effect to the ESFA Contingencies in the event of an ESFA Contingency Event occurring. For the avoidance of doubt, giving effect to the ESFA Contingencies shall not constitute a breach of this Agreement.

11. Force Majeure

Neither party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure results from events, circumstances or causes beyond its reasonable control, including strike action. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for ninety (90) days or more, the party not affected may terminate this Agreement by giving thirty (30) days' written notice to the other party.

12. Liabilities and Insurance

- 12.1 Neither party excludes or limits liability to the other party for:
- 12.1.1 fraud or fraudulent misrepresentation;
 - 12.1.2 death or personal injury caused by negligence;
 - 12.1.3 a breach of any obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
 - 12.1.4 any matter for which it would be unlawful for the parties to exclude liability.
- 12.2 Subject to clause 12.1, neither party shall in any circumstances be liable to the other whether in contract, tort (including for negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, for:
- 12.2.1 any loss (whether direct or indirect) of profits, business, business opportunities, turnover, reputation or goodwill;
 - 12.2.2 loss (whether direct or indirect) of anticipated savings or wasted expenditure (including management time); or
 - 12.2.3 any loss or liability (whether direct or indirect) under or in relation to any other contract.
- 12.3 Subject to clause 12.1 and except in relation to the indemnity contained in clauses 4.1.1, 16.3 and 17.3, the parties' total aggregate liability in contract, tort (including negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or

negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of this Agreement or any collateral contract shall be limited to the total Charges payable under this Agreement.

12.4 Insurance

Each party shall at its own cost effect and maintain with a reputable insurance company a policy or policies of insurance providing an adequate level of cover in respect of all risks which may be incurred by that party, arising out of its performance of the Agreement, including death or personal injury, loss of or damage to property or any other loss.

12.5 The terms of any insurance or the amount of cover shall not relieve the insured party of any liabilities under this Agreement.

13. Safeguarding

13.1 The Employer acknowledges that the Training Provider has a statutory duty to safeguard and promote the welfare of individuals under the age of 18 years old and vulnerable adults over the age of eighteen (18) years old pursuant to the Children Act 2004 and the Safeguarding Vulnerable Groups Act 2006.

13.2 The Employer shall and shall ensure that the Employer's employees, contractors and agents:

13.2.1 comply with the requirements of the Children Act 2004 and the Safeguarding Vulnerable Groups Act 2006 to the extent that they apply to the Employer; and

13.2.2 confidentially report to the Training Provider's designated senior person from time to time, any concerns relating to an Apprentice or other learner enrolled with the Training Provider, employee, agent or contractor of the Training Provider.

13.3 The Employer shall, by signing this Agreement, be deemed to have read the Training Provider's policy and guidance relating to safeguarding and will comply with its contents at all times.

14. Health and Safety

14.1 The parties shall perform their obligations under this Agreement (including those in relation to the Services) in accordance with:

14.1.1 all applicable Law regarding health and safety; and

14.1.2 the health and safety policy of the other party whilst at the other party's premises (to the extent it has been made known by one party to the other party).

14.2 Each party shall notify the other as soon as practicable of any health and safety incidents or material health and safety hazards at either party's premises of which it becomes aware and which relate to or arise in connection with the performance of this Agreement. Each party shall adopt any necessary associated safety measures in order to manage any such material health and safety hazards.

15. Confidentiality

15.1 Subject to clause 15.3, the parties shall keep confidential all matters relating to this Agreement and shall use all reasonable endeavours to prevent their employees, contractors, agents and other personnel from making any disclosure to any person of any matters relating it.

15.2 Each party will, subject to clause 15.3:

- 15.2.1 only use the other party's Confidential Information for the purpose of performing its obligations under this Agreement;
- 15.2.2 keep the other party's Confidential Information secret, safe and secure; and
- 15.2.3 not disclose the other party's Confidential Information to any other person.
- 15.3 Clause 15.1 shall not apply to any disclosure of information:
 - 15.3.1 required by any applicable Law, provided that clause 17 shall apply to any disclosures required under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004;
 - 15.3.2 that is reasonably required by persons engaged by a party in the performance of such party's obligations under this Agreement;
 - 15.3.3 where a party can demonstrate that such information is already generally available and in the public domain otherwise than as a result of a breach of clause 15.1;
 - 15.3.4 of any document which the parties to this Agreement have agreed in writing contains no commercially sensitive information;
 - 15.3.5 which is already lawfully in the possession of the receiving party, prior to its disclosure by the disclosing party; and
 - 15.3.6 by the Training Provider to any other department, office or agency of the Government.

16. Intellectual Property

- 16.1 Each party shall retain ownership of all Intellectual Property Rights in any materials created by that party and used for the delivery of an Apprenticeship Programme (the **Project Materials**).
- 16.2 Each party shall make available to the other free of charge and hereby grants to the other party a non-exclusive, non-transferable, royalty free licence to use their Project Materials in relation to this Agreement for the duration and sole purpose of the relevant Apprenticeship Programme.
- 16.3 Any Intellectual Property Rights created or developed jointly by the parties or by any one of them and an Apprentice in the course of the delivery of an Apprenticeship Programme shall be owned jointly by them. Neither party shall use or exploit such jointly owned Intellectual Property Rights without the prior written consent of the other. Where any such jointly owned Intellectual Property Rights are created or developed, the parties agree to discuss in good faith in order to reach an agreement on the ownership, protection, licensing and revenue sharing following a request in writing by one joint owner to the other joint owner(s). In the event that no agreement is reached the matter shall be resolved in accordance with clause 7 of this Agreement.
- 16.4 Each party shall indemnify the other against all claims, demands, actions, costs, expenses (including legal costs and disbursements on a solicitor and client basis), losses and damages arising from or incurred by reason of any infringement or alleged infringement (including the defence of such alleged infringement) of any Intellectual Property Right in the performance of a party's obligations under this Agreement, except to the extent that they have been caused by or contributed to by the indemnified party's acts or omissions.

17. Data Protection and Freedom of Information

- 17.1 The Employer acknowledges that the Training Provider is subject to the requirements of the Data Protection Legislation, the Freedom of Information Act 2000 and the Environmental Information Regulations 2004, all as amended or replaced from time to time. The Training Provider acknowledges that the Employer is subject to the requirements of the Data Protection Legislation as amended or replaced from time to time.
- 17.2 The Employer shall offer such prompt and reasonable assistance to the Training Provider as the Training Provider may request from time to time, to assist it in complying with its information disclosure obligations under the legislation set out at Clause 17.1.
- 17.3 The Training Provider and the Employer acknowledge that each party is individually a Controller in respect of any Personal Data processed by it and each agrees to comply with its obligations as set out in Schedule 4 (Data Protection) of this Agreement. Each party shall both during and after the term of this Agreement indemnify the other against any Losses (as defined in Schedule 4) that may arise as a result of any breach by the indemnifying party of this clause 17.3.
- 17.4 Where the Employer receives a request for information under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004 relating to the operation of this Agreement, the Employer shall promptly pass the request to the Training Provider and shall not respond directly to any such request without the Training Provider's prior written consent.

18. Equality Legislation

- 18.1 Each party shall (and shall procure that its employees, contractors, agents and other personnel shall):
- 18.1.1 perform its obligations under this Agreement (including those in relation to the Services) in accordance with all applicable equality law (whether in relation to race, sex, gender reassignment, age, disability, sexual orientation, religion or belief, pregnancy, maternity or otherwise);
- 18.1.2 at all times comply with the provisions of the Human Rights Act 1998 in the performance of this Agreement.

19. Contract Variation

- 19.1 No variation to this Agreement other than pursuant to clause 19.3 shall have effect unless agreed in writing and signed by both parties pursuant to clause 19.2.

19.2 Change Protocol

- 19.2.1 In the event either party (acting reasonably) requires a change (**Change**) to this Agreement, the parties shall discuss any such Change proposed by the other and such discussion shall result in a written request for a Change being submitted by the requesting party to the other party.
- 19.2.2 The parties shall work together in good faith to assist the requesting party in preparing a written recommendation for a Change which shall set out:
- (a) the title of the Change;
 - (b) the originator and the date of the request;
 - (c) the reason for the Change;
 - (d) the full details of the Change, including any specification or service standards;

- (e) the price, if any, of or associated with the Change;
- (f) a timetable for implementation;
- (g) the impact, if any, of the Change on other aspects of this Agreement, including contractual documentation and resources;
- (h) provision for signature of the request by all parties to signal acceptance of the Change; and
- (i) any other relevant information reasonably requested by any party.

19.2.3 If approved, each party shall sign the written recommendation for a Change. The signing of the written recommendation shall signify acceptance of a Change by the parties.

19.2.4 Once signed by both parties, the Change shall be immediately effective and the parties shall perform their respective obligations on the basis of the agreed amendment.

19.3 Where in the reasonable opinion of the Training Provider a change to one or more of the Apprenticeship Programmes is required in order to comply with rules, guidance or instructions issued from time to time by the ESFA, the OfS, QAA or Ofsted (a **Regulator Change**), the Training Provider shall notify the Employer in writing of the Regulator Change and the Regulator Change shall have effect from such date as may be stated in such notice. Any additional costs reasonably incurred by the Training Provider arising from the Regulator Change shall be payable by the Employer and shall be deemed to be incorporated into the Charges.

20. General

20.1 Assignment

No party shall otherwise novate, assign or transfer its rights or obligations under this Agreement without the prior written consent of the other party.

20.2 Provisions to Remain in Force

If any term, condition or provision of this Agreement shall be held to be invalid, unlawful or unenforceable to any extent, such term, condition or provision shall not affect the validity, legality and enforceability of the other provisions of or any other documents referred to in this Agreement.

20.3 Entire Agreement

This Agreement and the documents referred to in this Agreement contain all the terms which the parties have agreed in relation to the subject matter of this Agreement.

20.4 Waiver

No term or provision of this Agreement shall be considered as waived by a party to this Agreement unless a waiver is given in writing by that party. No waiver shall be a waiver of a past or future default or breach, nor shall it amend, delete or add to the terms, conditions or provisions of this Agreement unless (and only to the extent) expressly stated in that waiver.

20.5 Counterparts

This Agreement may be executed and delivered in any number of counterparts, each of which so executed will be an original, but together will constitute one and the same instrument.

20.6 No Agency

Nothing in this Agreement shall be construed as creating a partnership or as a contract of employment between the parties and neither party shall be, or be deemed to be, an agent of the other party and neither party shall hold itself out as having authority or power to bind the other in any way.

20.7 No Double Recovery

Notwithstanding any other provisions of this Agreement, no party shall be entitled to recover compensation or to make a claim under this Agreement in respect of any loss that it has incurred to the extent that it has already been compensated in respect of that loss pursuant to this Agreement or otherwise.

20.8 Further Assurance

Each party shall do all things and execute all further documents necessary to give full effect to this Agreement.

20.9 Severability

If any provision of this Agreement shall be declared invalid, unenforceable or illegal by the courts of any jurisdiction to which it is subject, such provision may be severed and such invalidity, unenforceability or illegality shall not prejudice or affect the validity, enforceability or legality of the remaining provisions of this Agreement.

20.10 Governing Law

This Agreement and any non-contractual obligation arising out of it is subject to the laws of England and the parties agree that any disputes between the parties shall be subject to the exclusive jurisdiction of the courts of England and Wales.

20.11 Third Party Rights

No term of this Agreement is intended to give any entitlement as against any party to any person who is not a party to this Agreement and no term of this Agreement may be enforced by any person other than a party to this Agreement under the Contracts (Rights of Third Parties) Act 1999.

Schedule 1

Apprenticeship Programmes

Inserted overleaf are the Apprenticeship Programmes to be delivered pursuant to this Agreement:

Apprenticeship Programme

1.	Apprenticeship Occupation	<p>Bioinformatics Scientist</p> <p>Bioinformaticians are scientists - specialists who use computational, data analytical and data mining techniques which are applied to a range of problems in the life sciences, for example, in pharmaceutical companies in the process of drug discovery and development. Roles require scientists who understand life sciences, and who can work computationally with diverse and large volumes of data derived from different life science activities - and role names and descriptions often reflect this by using slightly different names for what is broadly the same computational skill-set. For example, bioinformatics, computational biology, computational toxicology, Health informatics, Medical informatics, Agri-informatics. This range of titles reflect the importance of life-science-specific knowledge coupled with the underlying (and sometimes specifically-adapted) data science, statistics and computational skills.</p>
2.	Apprenticeship Standard	Level 7 Bioinformatics Scientist
3.	Name/Level of qualification	Bioinformatics Scientist (MRes)
4.	Associated Regulatory Body	N/A
5.	Entry Requirements	<p>At least a 2:2 in a biology-related degree. We will also consider graduates from a computational background on a case-by-case basis.</p> <p>Apprentices will require access to a computer running a Linux based operating system, either single boot, dual boot or virtual machine.</p> <p>Level 2 (equivalent to grades 4-9 (A*-C) at GCSE) or above in English and Maths</p> <p>Be working in a job role that provides opportunities to learn the skills, knowledge and behaviours outlined in the Bioinformatics Scientist standard (external link). Apprentices must work a minimum of 50% of their time in England.</p> <p>The apprenticeship route is only available to UK/EU/EEA nationals or apprentices who have lived and have had a right to work in the UK for three years or more.</p>
6.	Start Date	20 th September 2021
7.	End Date	20 th March 2024
8.	Location of training	University of Nottingham and online

Number of Apprentices undertaking Apprenticeship Programme

9.	Number of Apprentices	1. Elisabeth Waller					
Training Provider Actions							
10.	Training or other actions to be delivered by Training Provider	Provision of off-the-job learning as specified in the commitment statement					
11.	Training Provider Equipment	Not applicable					
Employer Actions							
12.	Training or other actions to be delivered by Employer	<table><tr><th>Stage</th><th>Requirements/Action</th></tr><tr><td>Prior to enrolment</td><td><ul style="list-style-type: none">Levy-paying employers must set up their Digital Apprenticeship Service (DAS) Levy account. Employer is a Levy-payer if:<ul style="list-style-type: none">Annual pay bill of more than £3million for employees that are subject to employer Class 1 secondary National Insurance Contributions (NIC) such as wages, bonuses and commissions, orConnected to other companies or charities for Employment Allowance, which in total have an annual pay bill of more than £3millionAn employer who is not a Levy-paying employer may receive up to a 25% transfer of the apprenticeship funds from another Levy-paying employerProvide evidence to confirm that the apprentices are employed in a genuine job, have a contract of employment that is long enough for them to complete the apprenticeshipMust agree that the apprenticeship will enable the apprentice to gain significant new skills and be qualified to undertake AVP role on completionIf an SME and have employed less than 50 employees over the last 365 days must be able to provide evidence (these employers can potentially be fully funded by government - additional criteria apply)If SME and do not meet fully funded criteria, make arrangements for 5% contribution of price of programme at agreed intervalsEmployers that are fully funded or in receipt of 10% transfer of funds must complete a state aid declaration</td></tr></table>		Stage	Requirements/Action	Prior to enrolment	<ul style="list-style-type: none">Levy-paying employers must set up their Digital Apprenticeship Service (DAS) Levy account. Employer is a Levy-payer if:<ul style="list-style-type: none">Annual pay bill of more than £3million for employees that are subject to employer Class 1 secondary National Insurance Contributions (NIC) such as wages, bonuses and commissions, orConnected to other companies or charities for Employment Allowance, which in total have an annual pay bill of more than £3millionAn employer who is not a Levy-paying employer may receive up to a 25% transfer of the apprenticeship funds from another Levy-paying employerProvide evidence to confirm that the apprentices are employed in a genuine job, have a contract of employment that is long enough for them to complete the apprenticeshipMust agree that the apprenticeship will enable the apprentice to gain significant new skills and be qualified to undertake AVP role on completionIf an SME and have employed less than 50 employees over the last 365 days must be able to provide evidence (these employers can potentially be fully funded by government - additional criteria apply)If SME and do not meet fully funded criteria, make arrangements for 5% contribution of price of programme at agreed intervalsEmployers that are fully funded or in receipt of 10% transfer of funds must complete a state aid declaration
Stage	Requirements/Action						
Prior to enrolment	<ul style="list-style-type: none">Levy-paying employers must set up their Digital Apprenticeship Service (DAS) Levy account. Employer is a Levy-payer if:<ul style="list-style-type: none">Annual pay bill of more than £3million for employees that are subject to employer Class 1 secondary National Insurance Contributions (NIC) such as wages, bonuses and commissions, orConnected to other companies or charities for Employment Allowance, which in total have an annual pay bill of more than £3millionAn employer who is not a Levy-paying employer may receive up to a 25% transfer of the apprenticeship funds from another Levy-paying employerProvide evidence to confirm that the apprentices are employed in a genuine job, have a contract of employment that is long enough for them to complete the apprenticeshipMust agree that the apprenticeship will enable the apprentice to gain significant new skills and be qualified to undertake AVP role on completionIf an SME and have employed less than 50 employees over the last 365 days must be able to provide evidence (these employers can potentially be fully funded by government - additional criteria apply)If SME and do not meet fully funded criteria, make arrangements for 5% contribution of price of programme at agreed intervalsEmployers that are fully funded or in receipt of 10% transfer of funds must complete a state aid declaration						

			<ul style="list-style-type: none"> • Agree costs, complete and sign employer contract with the University • Agree individual learning plans and sign off a Commitment Statement and Apprenticeship Agreement between the apprentice, employer and University • Once contracts signed and cohorts confirmed, update and maintain DAS to reflect changes in cohort status • Update contracts of employment to reflect apprentice status (as required) • Agree to enabling the apprentices to commit 20% of their working time as an apprentice to off the job learning. This must take place during the typical working week/working cycle and any time outside of this is provided as time back in lieu <p>*off the job learning may be time spent on campus in lectures, practicals or seminars. It may be distance learning undertaken online or reading associated with study. It may be shadowing another member of staff to learn new skills or observing a new clinical practice. It can be a report or project - anything that contributes to the knowledge, skills and behaviours in the apprenticeship standard that is not the apprentice's 'day job'.</p> <ul style="list-style-type: none"> • Must ensure your apprentices are not asked to contribute to the funding of the apprenticeship • Attend an induction on campus with your apprentice(s) <p>*see https://www.gov.uk/guidance/manage-apprenticeship-funds for further details on apprenticeship funding</p>
		During Apprenticeship	<ul style="list-style-type: none"> • Provide a working environment that meets current H&S legislation and lasts for the duration of the apprenticeship • Provide the apprentice with access to the on the job knowledge, skills and behaviours, resources and opportunities needed to achieve the apprenticeship • Provide a workplace mentor (can be line manager) to support the apprentice throughout the programme • Ensure that the apprentice is completing the minimum 20% off the job requirement within the paid working hours and sign off monthly learning logs completed by the apprentice • Participate in termly tripartite reviews. Collating information relating to any potential issues or barriers to learning, achievements and 20% off the job evidence

			<ul style="list-style-type: none"> • Register absences with Student Services and the Apprenticeship HUB promptly, and reschedule learning • Notify Student Services and Apprenticeship HUB of any change to circumstances for e.g. change of line manager, change of employer, personal • Participate in mandatory surveys from the University and relevant agencies •
		End point assessment	<ul style="list-style-type: none"> • Supports the apprentice to complete the requirements of the EPA. • Participates in the Gateway review and determines when the apprentice is competent and ready to attempt the end-point assessment • Ensures apprentice is able to apply their learning in the workplace • Ensures the apprentice has a supervisor
13.	Employer Equipment	Either a laptop or desktop running MacOS or Ubuntu (>8GB RAM)	
End-Point Assessment Organisation			
14.	Name of End-Point Assessment Organisation	TBC	
15.	End-Point Assessment Organisation agreed in principle	Yes	
Subcontracting			
16.	Name of Subcontractor	N/A	
17.	Training to be delivered by Subcontractor	N/A	
18.	Training Provider monitoring of Subcontractor	N/A	
19.	Conflicts of interest between Training Provider and Subcontractor	N/A	

20.	How the funding retained by the Training Provider for monitoring, managing or supporting the Subcontractor contributes to high quality training and is reasonable and proportionate	N/A
Functional Skills Provision (extended to include level 2 apprentices with planned end date on or before 31 December 2021)		
21.	Maths Provision	N/A
22.	English Provision	N/A
23.	Other functional skills	N/A
Non-Funded Items		
	Detail of items not eligible for ESFA funding	Cost
1.	Initial Needs Assessment	UoN Funded
2.	Apprentice Induction	UoN Funded
3.	Line Manager Induction	UoN Funded

[For information, a detailed breakdown of the total negotiated price (TNP1), associated with the delivery of training and on-programme assessment (as updated from time to time) is annexed to this Schedule.]

[THE ANNEX

Breakdown of the total negotiated price (TNP1), associated with the delivery of training and on-programme assessment

Charges

The agreed Charges (excluding VAT) for the training of each Apprentice under this Agreement is as follows:

Cost Allocation	Price per Apprentice (£)
Training Provider Training Costs	£14,800
Sub-Contractor Training Costs	N/A
End-Point Assessment Costs	£3,200
[Training Provider Costs of monitoring/managing subcontractors]	N/A
[Training Provider Costs for other support activities provided to the Sub-Contractor]	N/A
[Training Provider Costs for monitoring the quality of the Sub-Contractor's Apprentice training and/or on programme assessment.]	N/A
Employer Charges [Eligible, evidenced Employer costs (where Employer provides some of the training that can be funded by government)]	N/A
[Other costs to be funded by the Employer but not eligible for ESFA funding]	N/A
Total	£18,000

Payment Schedule¹

	Cost of training (levy paying)	Your share (or 5% - non-levy paying)	Government share (95%)	Date for payment
Month 1	£600.00	N/A	N/A	On or around the 14 th of the month
Month 2	£600.00	N/A	N/A	On or around the 14 th of the month
Month 3	£600.00	N/A	N/A	On or around the 14 th of the month
Month 4	£600.00	N/A	N/A	On or around the 14 th of the month
Month 5	£600.00	N/A	N/A	On or around the 14 th of the month

¹ [Table to be tailored to specific payment profile. Add/remove columns and rows as required]

Month 6	£600.00	N/A	N/A	On or around the 14 th of the month
Month 7	£600.00	N/A	N/A	On or around the 14 th of the month
Month 8	£600.00	N/A	N/A	On or around the 14 th of the month
Month 9	£600.00	N/A	N/A	On or around the 14 th of the month
Month 10	£600.00	N/A	N/A	On or around the 14 th of the month
Month 11	£600.00	N/A	N/A	On or around the 14 th of the month
Month 12	£600.00	N/A	N/A	On or around the 14 th of the month
Month 13	£600.00	N/A	N/A	On or around the 14 th of the month
Month 14	£600.00	N/A	N/A	On or around the 14 th of the month
Month 15	£600.00	N/A	N/A	On or around the 14 th of the month
Month 16	£600.00	N/A	N/A	On or around the 14 th of the month
Month 17	£600.00	N/A	N/A	On or around the 14 th of the month
Month 18	£600.00	N/A	N/A	On or around the 14 th of the month
Month 19	£600.00	N/A	N/A	On or around the 14 th of the month
Month 20	£600.00	N/A	N/A	On or around the 14 th of the month
Month 21	£600.00	N/A	N/A	On or around the 14 th of the month
Month 22	£600.00	N/A	N/A	On or around the 14 th of the month
Month 23	£600.00	N/A	N/A	On or around the 14 th of the month
Month 24	£600.00	N/A	N/A	On or around the 14 th of the month
Final Payment	£3,600.00	N/A	N/A	
Total	£18,000.00			

This Apprenticeship Programme is agreed and incorporated into Schedule 1 of the agreement between the Training Provider and the Employer dated **31th August** 20[21].

SIGNED on behalf of the **TRAINING PROVIDER:**



Ben Sumner

.....
Signature

.....
Print Name

SIGNED on behalf of the **EMPLOYER:**



Signature

JULIE-ANN JACKSON
Print Name

Schedule 2

Mandatory Policies

Inserted overleaf are the Mandatory Policies set out in the Contract Particulars.

Privacy Statement

<https://www.nottingham.ac.uk/utilities/privacy/privacy.aspx>

Branding and publicity

<https://www.nottingham.ac.uk/brand/index.aspx>

Intellectual Property

<https://www.nottingham.ac.uk/governance/policy-finder/intellectual-property.aspx>

Ethics

<https://www.nottingham.ac.uk/governance/policy-finder/ethical-framework.aspx>

Health & Safety Policies

<https://www.nottingham.ac.uk/safety/policies-and-guidance/guides-and-support.aspx>

Prevent Duty

<https://www.nottingham.ac.uk/governance/prevent-duty/index.aspx>

Safeguarding

<https://www.nottingham.ac.uk/governance/documents/safeguarding-policy.pdf>

Conflict of Interest

<https://www.nottingham.ac.uk/hr/guidesandsupport/universitycodesofpracticeandrules/conflictsofinterest,giftsandhospitality.aspx>

University's Anti-Bribery Policy

<https://www.nottingham.ac.uk/governance/documents/anti-bribery-policy.pdf>

Schedule 3

Training Provider's Complaints Policy and Procedure

Please follow the below links for the Training Provider's Complaints Procedures

- Employer complaints policy:

<https://www.nottingham.ac.uk/workingwithbusiness/documents/employer-complaints-policy.pdf>

- Apprentice complaints policy:

<https://www.nottingham.ac.uk/workingwithbusiness/documents/apprentice-complaints-policy.pdf>

- Apprentice complaints procedure:

<https://www.nottingham.ac.uk/workingwithbusiness/documents/apprentice-complaints-procedure.pdf>

SCHEDULE 4

DATA PROTECTION

1. DEFINITIONS

In this Schedule 4 the following definitions shall apply:

"Controller", "Processor" "Data Subject" and "Data Protection Officer"	shall have the meaning given to those terms in the applicable Data Protection Legislation;
"Data Protection Legislation"	means (a) any law, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding restriction (as amended, consolidated or re-enacted from time to time) which relates to the protection of individuals with regards to the Processing of Personal Data to which a Party is subject, including the Data Protection Act 2018 (" DPA "), the UK GDPR and all legislation enacted in the UK in respect of the protection of personal data; and (b) any code of practice or guidance published by the ICO (or equivalent regulatory body) from time to time;
"Data Processing Particulars"	means, in relation to any Processing under this Agreement: (a) the subject matter and duration of the Processing; (b) the nature and purpose of the Processing; (c) the type of Personal Data being Processed; and (d) the categories of Data Subjects; as set out in Appendix 1.
"Data Subject Request"	means an actual or purported request or notice or complaint from or on behalf of a Data Subject exercising his rights under the Data Protection Legislation in relation to Personal Data including without limitation: the right of access by the Data Subject, the right to rectification, the right to erasure, the right to restriction of processing, the right to data portability and the right to object;
"GDPR"	means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and repealing Directive 95/46/EC (General Data Protection Regulation) OJ L 119/1, 4.5.2016;
"ICO"	means the UK Information Commissioner's Office, or any successor or replacement body from time to time;
"ICO Correspondence"	means any correspondence or communication (whether written or verbal) from the ICO in relation to the Processing of Personal Data;
"Losses"	means all losses, fines, penalties, liabilities, damages, costs, charges, claims, amounts paid in settlement and expenses (including legal fees (on a solicitor/client basis), disbursements, costs of investigation (including forensic investigation), litigation, settlement (including ex gratia payments), judgment, interest and penalties), other professional charges and expenses, disbursements, cost of

breach notification including notifications to the data subject, cost of complaints handling (including providing data subjects with credit reference checks, setting up contact centres (e.g. call centres) and making ex gratia payments), all whether arising in contract, tort (including negligence), breach of statutory duty or otherwise;

"Personal Data"	means any personal data (as defined in the Data Protection Legislation) Processed by either Party in connection with this Agreement, and for the purposes of this Agreement includes Sensitive Personal Data (as such Personal Data is more particularly described in Appendix 1 (<i>Data Processing Particulars</i>));
"Personal Data Breach"	has the meaning set out in the Data Protection Legislation and for the avoidance of doubt , includes a breach of Paragraph 2.2.2(e);
"Processing"	has the meaning set out in the Data Protection Legislation (and "Process" and "Processed" shall be construed accordingly);
"Restricted Country"	means a country, territory or jurisdiction outside of the European Economic Area which (a) the EU Commission has not deemed to provide adequate protection in accordance with Article 45(1) of GDPR, as at 11pm on 31 December 2020; and/ or (b) the Secretary of State has not deemed to provide adequate protection in accordance with regulations under section 17A of the DPA (as applicable);
"Security Requirements"	means the requirements regarding the security of Personal Data, as set out in the Data Protection Legislation (including, in particular, the measures set out in Article 32(1) of the UK GDPR (taking due account of the matters described in Article 32(2) of the UK GDPR)) as applicable;
"Sensitive Personal Data"	means Personal Data that reveals such special categories of data as are listed in Article 9(1) of the UK GDPR;
"UK GDPR"	means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018;

2. DATA PROTECTION

2.1 Nature of the Processing

2.1.1 The parties acknowledge that the factual arrangements between them dictate the role of each party in respect of the Data Protection Legislation. Notwithstanding the foregoing, each party agrees that the nature of the Processing under this Agreement will be as follows:

- (a) the parties shall each Process the Personal Data;
- (b) each party shall act as a Controller in respect of the Processing of the Personal Data on its own behalf and in particular each shall be a Controller of the Personal Data acting individually and in common, as follows:

- (i) the Training Provider shall be a Controller where it is Processing Personal Data in relation to providing the Services; and
 - (ii) the Employer shall be a Controller where it is Processing Personal Data in relation to the Apprentice;
 - (c) Notwithstanding Paragraph 2.1.1(b) above, if either party is deemed to be a joint Controller with the other in relation to the Personal Data, the parties agree that they shall be jointly responsible for the compliance obligations imposed on a Controller by the Data Protection Legislation, and the parties shall cooperate to do all necessary things to enable performance of such compliance obligations, except that each party shall be responsible, without limitation, for compliance with its data security obligations set out in Paragraph 2.2(e) below where Personal Data has been transmitted by it, or while Personal Data is in its possession or control.
- 2.1.2 Each of the parties acknowledges and agrees that Appendix 1 (*Data Processing Particulars*) to this Agreement is an accurate description of the Data Processing Particulars.

2.2 Data Controller Obligations

- 2.2.1 Each party shall in relation to the Processing of the Personal Data comply with its respective obligations under the Data Protection Legislation.
- 2.2.2 Without limiting the generality of the obligation set out in Paragraph 2.2.1 above, in particular, each party shall:
- (a) where required to do so make due notification to the ICO;
 - (b) ensure it is not subject to any prohibition or restriction which would:
 - (i) prevent or restrict it from disclosing or transferring the Personal Data to the other party as required under this Agreement;
 - (ii) prevent or restrict it from granting the other party access to the Personal Data as required under this Agreement; or
 - (iii) prevent or restrict either party from Processing the Personal Data, as envisaged under this Agreement;
 - (c) ensure that all fair processing notices have been given (and/or, as applicable, consents obtained) and are sufficient in scope to enable each party to Process the Personal Data as required in order to obtain the benefit of its rights and to fulfil its obligations under this Agreement in accordance with the Data Protection Legislation;
 - (d) ensure that all Personal Data disclosed or transferred to, or accessed by, the other party is accurate and up-to-date, as well as adequate, relevant and not excessive to enable either party to Process the Personal Data as envisaged under this Agreement;
 - (e) ensure that appropriate technical and organisational security measures are in place sufficient to comply with at least the obligations

imposed on the Controller by the Security Requirements and where requested provide evidence of its compliance with such requirements promptly;

- (f) notify the other party promptly, and in any event within forty-eight (48) hours of receipt of any Data Subject Request or ICO Correspondence which relates directly or indirectly to the Processing of Personal Data under, or in connection with, this Agreement and together with such notice, provide a copy of such Data Subject Request or ICO Correspondence to the other party and reasonable details of the circumstances giving rise to it. In addition to providing the notice referred to in this Paragraph 2.2.2(f), each party shall provide the other party with all reasonable co-operation and assistance required by the other party in relation to any such Data Subject Request or ICO Correspondence;
- (g) use reasonable endeavours to notify the other party if it is obliged to make a disclosure of any of the Personal Data under any statutory requirement, such notification to be made in advance of such disclosure or immediately thereafter unless prohibited by law;
- (h) notify the other party in writing without undue delay and, in any event, within forty-eight (48) hours of it becoming aware of any actual or suspected Personal Data Breach in relation to the Personal Data received from the other party and shall, within such timescale to be agreed by the parties (acting reasonably and in good faith):
 - (i) implement any measures necessary to restore the security of compromised Personal Data; and
 - (ii) support the other party to make any required notifications to the ICO and/or other equivalent relevant Regulator and affected Data Subjects;
- (i) take reasonable steps to ensure the reliability of any of its personnel who have access to the Personal Data;
- (j) not do anything which shall damage the reputation of the other party or that party's relationship with the Data Subjects;
- (k) not transfer any Personal Data it is processing to a Restricted Country; and
- (l) hold the information contained in the Personal Data confidentially and under at least the conditions of confidence as such party holds Personal Data Processed by it other than the Personal Data.

Appendix 1

Data Protection Particulars

The subject matter and duration of the Processing	The subject matter of the Processing is the Processing of Personal Data in relation to the Apprentices completing the Apprenticeship Programme. The parties will Process the Personal Data in relation to Apprentices, in respect of which either party may be the Controller or Processor, in respect of the Apprentices undertaking an Apprenticeship Programme. The parties will Process the Personal Data for the duration of this Agreement or as otherwise specified in the data protection provisions.
The nature and purpose of the Processing	The nature of the Processing is the Processing of Apprentices' Personal Data for the purposes of their undertaking the Apprenticeship Programme.
The type of Personal Data being Processed	The type of Personal Data being Processed concerns the following categories: <ul style="list-style-type: none">• Names and addresses• Other contact information• Academic Department and title• Employee Number• National Insurance Number• Health data• Academic Information and Progress Reports
The categories of Data Subjects	The Personal Data concerns Apprentices

