**DRAFT TERMS AND CONDITIONS SUBJECT TO CONTRACT**

|  |
| --- |
|  |
|  |

**TURING SCHEME MOBILITY PROJECT 2024/25**

**PROJECT REFERENCE: [REFERENCE]**

**AGREEMENT BETWEEN THE CONTRACTOR AND THE PARTNER**

Leicester College

Welford Road

Leicester

LE2 7LW

(hereinafter referred to as the **“Contractor”**)

And

**[NAME OF PARTNER]**

[ADDRESS 1]

[ADDRESS 2][DESTINATION][ POST CODE]

[COUNTRY]

A company incorporated and registered in [JURISDICTION] with company number [NUMBER] having a registered address at [ADDRESS].

[**Note**: to complete where Partner is a foreign company]

Represented by its [agent / attorney] by: [ ], having an address for service at [ ].] The Partner irrevocably appoints [NAME] of [ADDRESS] as its agent to receive on its behalf in England or Wales service of any proceedings in relation to this Agreement. Such service shall be deemed completed on delivery to such agent (whether or not it is forwarded to and received by the Partner).

(hereinafter known as the “Partner”)

1. definitions and interpretations

Unless the context otherwise requires, the following words shall have the following meanings:

|  |  |
| --- | --- |
| **Accompanying Persons** | a nominated member of the Contractor’s staff for the purpose of accompanying the participants |
| **Contract** | this agreement as amended from time to time |
| **Funding** | means the total funding available for the Services |
| **Group** | each cohort of participants  |
| **Trip** | the Group (including Accompanying Staff) from the point of departure to the return to the home country |
| **Host Destination** | The destination (location) of trip |
| **Host Employer** | any public or private organisation providing work placement to a participant, nominated by the Partner and eligible as a receiving organisation under the Turing Scheme |
| **Learning or Training Agreements** | the learning or training agreement of the participant with the Contractor. |
| **Mandatory Policies** | the Contractor’s policies as notified to the Partner in writing from time to time.  |
| **Partner’s Tender** | the Partner’s tender as set out in Schedule 4. |
| **Services** | the services detailed in clause 2. |
| **Start Date** | [the date of this contract] |
| **Work Placement** | a period of learning or work experience overseas |

**Interpretation**:

A reference to legislation or a legislative provision:

* + - 1. is a reference to it as amended, extended or re-enacted from time to time; and
			2. shall include all subordinate legislation made from time to time under that legislation or legislative provision.

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.

A reference to **writing** or **written** includes email.

1. SUPPLY OF SERVICES

The Partner shall perform the Services to the Contractor from the Start Date in accordance with the Contract.

In performing the Services, the Partner shall:

perform the Services with reasonable care and skill;

perform the Services in accordance with the Partner’s Tender;

comply with:

* + - 1. all applicable laws, statutes, regulations and codes of practice from time to time in force; and
			2. the Mandatory Policies,

provided that the Partner shall not be liable under the Contract if, as a result of such compliance, it is in breach of any of its obligations under the Contract.

observe all reasonable health and safety rules and regulations and security requirements that apply and have been communicated to the Partner, provided that the Partner shall not be liable under the Contract if, as a result of such observation, it is in breach of any of its obligations under the Contract; and

1. Services

The Partner will place [number] participants from the Contractor into Work Placements in the academic year [year]. There will be [number] Groups of participants over the project’s duration (dates subject to change, but must be completed by [end date of Turing annual project]):

Group 1: [number] learners for a duration of two weeks, scheduled to take place in [date]

Group 2: [number] learners for a duration of two weeks, scheduled to take place in [date]

[other groups to be defined].

The Contractor and Partner undertake to meet their respective obligations under the Partnership Quality Commitment (annexed to the agreement as Schedule 1), summarising the main rights and obligations of the parties.

The Contractor and Partner will agree and sign a booking form (Schedule 2) four to six weeks before a Group arrival to confirm the mobility.

The Partner will host a virtual meeting to ensure the Contractor and whole partnership can establish good working practices in advance of the project.

The Partner will support the Contractor’s recruitment process. The Partner will involve the Host Employers in the selection of participants for Work Placements through the sharing and review of CVs and/or application forms sent by the Contractor to the Partner.

The Contractor will assist the Partner to fulfil the administration formalities required to enter and stay in the host country.

The Partner will assist the Contractor in the completion of Learning or Training Agreements for each participant.

The Partner shall check that the Host Employers have public liability insurance or employer liability insurance to cover the risk of death or personal injury to the participants during the Work Placement. They will conduct health and safety risk assessments (as relevant), ensuring that the student’s induction includes any risk management actions they or others need to take.

The Partner will carry out the following services as part of its responsibilities and under the financing provided: [not all will be applicable, depending on the project scope, identified by the Contractor]

Book and pay for flights for both Groups with the totals invoiced to the Contractor. The Partner and Contractor will collaborate to ensure the flights involve suitable dates and airports while being cost effective.

Be responsible for organising and paying for accommodation suitable to the age, gender and demographic for both students and accompanying staff, ensuring that staff accommodation is at or near student accommodation. For accompanying staff, and students appropriate accommodation will be sourced and agreed with Contractor in advance. Utilities, WiFi internet, taxes (local and national) will be covered. The Contractor will not interfere with contractual relationships between the Partner and the accommodation providers.

Ensure that all of the participants are matched to a relevant Work Placement related to their vocational area and receive an appropriate level of support from the Host Employer staff.

Provide an allowance (in cash) of [X euros/other currency to be amended based on location] per week to student participants and [X] euros/other currency per week to Accompanying Persons from the Contractor.

Arrange airport transfers including pick up from the Destination airport on arrival, by coach and return to the airport on departure.

Organise an induction for participants including tours of the Destination and local area, practical welcome to the accommodation, cultural activities, one-to-one talks about each participant’s placement, travel information, health and safety, language activities and more.

Organise regular cultural activities for the participants, to be agreed between the Contractor and the Partner. Some activities will be included in the base cost, as agreed with the Contractor.

Provide a 24/7 local emergency contact.

Be readily available during the duration of the placements to solve any issues participants have in conjunction with the Contractor where required.

Weekly local language lesson for the participants from a qualified teacher.

Project management and administrative functions, agreed with the Contractor, required as part of the Turing Scheme.

The Partner shall supply the Contractor with all the information and documentation required for the preparation of reports requested by the funder and where appropriate, with copies of all the necessary supporting and financial documents completed and signed by the legal representative.

1. Contractor’s responsibilities

The Contractor and/or the participants must provide comprehensive travel insurance and share details in advance of arrival. The Contractor acknowledges and accepts that the collaborating Host Employers will not accept participants without this condition.

The Contractor shall:

procure that its staff shall perform their obligations as required in clause 5.2; and

provide, in a timely manner, such information as required in clause 6, and ensure that it is accurate and complete in all material respects.

If the Partner's performance of its obligations under the Contract is prevented or delayed by any act or omission of the Contractor or its staff, the Partner shall not be entitled to recover any additional costs, charges or losses the Partner sustains or incurs that arise directly or indirectly from such prevention or delay. The Contractor shall not be liable to compensate the Partner for entitled to compensation to the extent that it cannot mitigate that loss or expense.

1. STAFFING

The role of the Partner’s staff:

The Partner’s staff to provide an effective induction for the participant, as detailed above, and in the case of Work Placements, to arrange an introductory meeting with their Host Employer. A staff member will accompany the learner to this meeting and answer any questions the learner or Host Employer may have about the scheme in person.

In the case of Work Placements, the Partner to arrange with the Host Employer the start and end times of work, the allocation of breaks and any adaptations needed to support the student to access the workplace, as agreed with the Contractor in advance.

The Partner to carry out monitoring functions of placements in conjunction with the Contractor. This includes follow-up meetings with the learner and Host Employer during the placement period to check learner’s progress against the established Learning or Training Agreement and to assist with any issues or queries.

The Partner’s staff to provide pastoral support to learners throughout the duration of the Work Placement. The level of support with regard to participants will be discussed between Partner and Contractor on a case by case basis, in advance of the trip.

The role of the Contractor’s staff:

Maintain contact with the Partner in regards to each participant’s progress and to inform the Partner of any issues.

Either one or more Accompanying Person (in line with the College’s Trips and Visits Policy) to be present in the Host Destination throughout the duration of each Trip.

Provide relevant participant information to help the Partner with arrival and the placements.

Be responsible to prepare all learners so that they arrive in the Host Destination with enough information, belief and confidence in the programme and so that they can make a contribution with support from the Partner and the hosts and their peers.

1. PRE-ARRIVAL PROCESS

Six weeks prior to the arrival date:

Contractor to send the following information and documentation to the Partner:

* + - 1. Confirmed participant and Accompanying Persons numbers and dates
			2. Participant CVs for any Work Placements requested.

Four weeks prior to the arrival date:

Contractor to send the following information and documentation to the Partner:

* + - 1. Copies of participants’ passports
			2. Copies of participants’ GHIC or EHIC cards (as applicable)
			3. Insurance documentation for participants
			4. Flight proposal from Contractor (when agreed the Partner will administer this) – to be booked by Partner for all students and staff - once details agreed with Contractor and a booking form signed by the Contractor (see Schedule 2).

Partner to send the following information and documentation to the Contractor:

* + - 1. Job Descriptions for any Work Placements requested
			2. Proposed work placement allocation of participants.

Two weeks prior to the arrival date:

Partner to send the following information and documentation to the Contractor:

* + - 1. Risk Assessments and Management Actions required
			2. Accommodation layout
			3. Code of Conduct for accommodation
			4. Suggested timetable of Work Placements and any other activities provided (identifying both included and at additional cost)

Contractor to send the following information to the Partner:

* + - 1. Confirmation of work placement allocation
			2. Room allocation
			3. Activities selection
1. DURATION

This Contract shall enter into force on the Start Date and shall continue, unless terminated earlier in accordance with its terms, until [date].

1. FINANCING AND CANCELLATION POLICY

In consideration for the provision of the Services, the Contractor shall pay the Partner the Funding in accordance with this clause 8.

All payments of Funding made under this Contract, are believed to be outside the scope of VAT but if any VAT shall become chargeable all payments shall be deemed to be inclusive of all VAT and no additional amounts shall be payable to the Partner by way of VAT.

Funding

|  |  |
| --- | --- |
| **Item** | **Funding (exc VAT, if applicable)** |
| **Student Funding** |
| Group 1 Funding per Student Participant:  | [to be completed] GBP x [number] for two weeks |
| Sub-Total: | [to be completed] |
| Group 2 Funding per Student Participant:  | [to be completed] GBP x [number] for two weeks |
| Sub-Total:  | [to be completed] |
| TOTAL: | [to be completed] GBP |
| **Unit Cost** |
| The unit cost will include the following: |  |
| **Living Allowance** consisting of: | [to be completed] GBP |
| • Services as described in this agreement |  |
| • Accommodation with utilities |  |
| **Expenses Allowance** | [to be completed] Euros/other currency |
| **Travel grant** of [to be completed] GBP, consisting of: |  |
| • Return flight between UK and [LOCATION] |  |
| • Airport transfer |  |
|  |  |
| **Accompanying Persons** |
| Group 1 Funding per Accompanying Persons:  | [to be completed] GBP x [number] for [number] weeks  |
| Sub-Total: | [to be completed] GBP |
| Group 2 Funding per Accompanying Staff:  | [to be completed] GBP x [number] for [number] weeks  |
| Sub-Total:  | [to be completed] GBP |
| TOTAL:  | [to be completed] GBP |
| **Unit Cost** |
| The unit cost will include the following: |  |
| **Living Allowance** consisting of: | [to be completed] GBP |
| • Services as described in this agreement |  |
| • Accommodation with utilities |  |
| **Expenses allowance** of  | [to be completed] Euros/[other currency] |
| **Travel grant** of [to be completed] GBP, consisting of: |  |
| • Return flight between UK and [LOCATION] |  |
| • Airport transfer |  |
| Any variation in numbers or variation to length of the placement will be charged in line with the Turing rates for Living Allowance).  |  |
| **Total Funding:** | [to be completed] |
|  |  |

(Any variation in numbers or variation to length of the placement will be charged in line with the Turing rates for Travel and/or Living Allowance, as agreed between Contractor and Partner).

Payment structure:

The Contractor shall pay each invoice due and submitted to it by the Partner, within seven working days after the departure date of the Trip, or if a later date, upon receipt by the Contractor of Turing Scheme funding requested for each Trip. The invoiced amount will also include any additional costs incurred by the Partner with advanced agreement from the Contractor.

Cancellation and refunding:

The booking form must be returned to the Partner signed by the Contractor no later than four weeks prior to the agreed arrival date. In the case of cancellation of the whole Trip, after this period, the Contractor will reimburse the Partner any costs that are evidenced as being already spent and not reimbursable to the Partner.

1. TERMINATION OF THE AGREEMENT

Without affecting any other right or remedy available to it, the Contractor may terminate the agreement with immediate effect by giving written notice if:

the other party commits a material breach of any term of the Contract which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of one month after being notified in writing to do so;

the Partner takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

the Partner suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or

the Partner's financial position deteriorates to such an extent that in the Contractor's reasonable opinion the Partner's capability to adequately fulfil its obligations under the contract has been placed in jeopardy.

The Partner shall immediately notify the Contractor, supplying all relevant information, of any event likely to prejudice the performance of this contract.

1. DATA PROTECTION

The parties shall comply with their data protection obligations as set out in Schedule 3 (Data protection).

1. LIMITATION OF LIABILITY

References to liability in this clause 11 include every kind of liability arising under or in connection with the Contract including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

Nothing in the Contract limits any liability which cannot legally be limited, including liability for (a) death or personal injury caused by negligence, or (b) fraud or fraudulent misrepresentation.

Subject to clause 11.2, the Contractor's total liability to the Partner for whether in contract, tort, negligence, breach of statutory duty or otherwise for any loss, damage, costs, charges or expenses arising under or in connection with this Agreement shall not exceed the Funding paid or payable under this Agreement.

Subject to clause 11.2 (Liabilities which cannot legally be limited), this clause 11.4 sets out the types of loss that are wholly excluded:

loss of profits; loss of sales or business; loss of agreements or contracts; loss of anticipated savings; and

indirect or consequential loss.

1. GENERAL

**Force majeure**. Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.

**Assignment and other dealings**.

The Partner shall not assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights and obligations under the contract without the Contractor's prior written consent.

The Partner may at any time assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights under the Contract.

**Confidentiality.**

Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by this clause 12.1.

Each party may disclose the other party's confidential information:

* + - 1. to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 12.1; and
			2. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

Neither party shall use any other party's confidential information for any purpose other than to perform its obligations under the Contract.

* 1. Amendments or additions to the agreement. Amendments to this agreement shall be made by a supplementary agreement signed on behalf of each of the parties by the signatories to this contract

**Waiver.**

A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

**Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause 12.6 shall not affect the validity and enforceability of the rest of the Contract.

**Notices.**

Any notice given to a party under or in connection with the Contract shall be in writing and shall be:

* + - 1. delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
			2. sent by email to the address specified on the front page.

Any notice shall be deemed to have been received:

* + - 1. if delivered by hand, at the time the notice is left at the proper address;
			2. if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting;
			3. if sent by international airmail by pre-paid first-class post, at 9.00 am on the fifth Business Day after posting; or
			4. if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 12.7.2.4, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday or bank holiday in the place of receipt.

This clause 12.7 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

**Third party rights.**Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

**Governing law.** The contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by, and construed in accordance with the law of England and Wales.

**Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the contract or its subject matter or formation.

Schedule 1: Partnership Quality Commitment

Schedule 2: Booking Form Template

Schedule 3: Data Processing

Schedule 4: Tender Response

Signed on [DATE]

For the Contractor For the Partner

Legal Representative – [Name] Legal Representative [name]

[Position] Director

* 1. : QUALITY COMMITMENT FOR WORK/TRAINING PLACEMENTS
		+ 1. The Contractor undertakes to:

**Define** placement objectives in terms of the skills and competencies to be developed.

**Choose** the appropriate target country, host organisation, project duration and placement content to achieve these objectives.

**Select** participants based on clearly defined and transparent criteria.

**Prepare** participants in collaboration with partner organisations for the practical, professional and cultural life of the host country, in particular through participation in language training tailored to meet their occupational needs.

**Expect** participants to agree to a work placement agreement whose contents are transparent for all parties involved.

**Manage** visa/work permit arrangements with participants and insurance.

**Evaluate** with each participant the personal and professional development achieved through participation in the Turing Scheme programme.

* + - 1. The Partner undertakes to:

**Select** suitable host organisations and ensure that they are able to achieve the placement objectives.

**Provide** contact details of all parties involved and ensure that final arrangements are in place prior to participants’ departure from their home country.

* + - 1. The Contractor and the Partner jointly undertake:

**Negotiate** a tailor-made work/training programme for each participant.

**Agree** monitoring and mentoring arrangements.

**Implement** agreed validation procedures to ensure recognition of skills and competencies acquired.

**Establish** appropriate communication channels for all parties including participants.

**Evaluate** the progress of the project on an on-going basis and take appropriate action if required.

* + - 1. The Host Employer, as instructed by the Partner undertakes to:

**Assign** to participants tasks and responsibilities to match their knowledge, skills, competencies and training objectives and ensure that appropriate equipment and support is available.

**Identify** a named mentor to monitor the participant’s training/work progress.

**Provide** practical support if required

* + - 1. The Participants undertake to:

**Comply** with all arrangements negotiated for their placement and in order to make the placement a success.

**Abide** by the rules and regulations of the Host Employer and Partner, its normal working hours, code of conduct and rules of confidentiality.

**Communicate** with Contractor/Partner about any problem or changes required regarding the placement.

* 1. : BOOKING FORM TEMPLATE

Booking Form

This booking form constitutes an agreement between the Contractor (“Leicester College”) and the Partner (“NAME OF PARTNER”) for the delivery of work placements in [to be completed] for the Contractor’s students (Participants).

Group details:

Arrival date: XX/XX/XX

Departure date: XX/XX/XX

Number of Students: XX

Number of Accompanying Staff: X

The Partner will place students from the Contractor into work placements in [to be completed]. The Group will be hosted in accommodation as agreed previously between Contractor and Partner.

Signed on [DATE]

For the Contractor For the Partner

International Work Experience Coordinator – [Name]. Nominated Representative – [Name]

[Signed] [Signed]

* 1. : data processing

Definitions

The following definitions and rules of interpretation apply in this agreement.

* + - * 1. Definitions:
1. **Authorised Persons:** the persons or categories of persons that the Contractor authorises to give the Partner written personal data processing instructions as identified in Appendix 1.
2. **Commissioner**: the Information Commissioner (see Article 4(A3), UK GDPR and section 114, DPA 2018).

 **Controller, Processor, Data Subject, Personal Data, Personal Data Breach** and **Processing**: have the meanings given to them in the Data Protection Legislation.

1. **Data Protection Legislation:** all applicable data protection and privacy legislation in force from time to time in the UK including without limitation the UK GDPR; the Data Protection Act 2018 (and regulations made thereunder) (DPA 2018); and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended; [[and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications);] [and the guidance and codes of practice issued by the Commissioner or other relevant regulatory authority and which are applicable to a party.
2. **EEA:** the European Economic Area.
3. **Purposes:** the services to be provided by the Partner to the Contractor as described in the Master Agreement and any other purpose specifically identified in Appendix 1.
4. **Records**: has the meaning given to it in Clause 2.11.
5. **UK GDPR:** has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018)

PERSONAL DATA TYPES AND PROCESSING PURPOSES

The Contractor and the Partner agree and acknowledge that for the purpose of the Data Protection Legislation:

* + - * 1. the Contractor is the Controller and the Partner is the Processor.
				2. the Contractor retains control of the Personal Data and remains responsible for its compliance obligations under the Data Protection Legislation, including but not limited to, providing any required notices and obtaining any required consents, and for the written processing instructions it gives to the Partner.
				3. 2.13 describes the subject matter, duration, nature and purpose of the processing and the Personal Data categories and Data Subject types in respect of which the Partner may process the Personal Data to fulfil the Business Purposes.
				4. **Written Instructions (28(3)(a) UK GDPR).** The Partner shall:

only process the Personal Data to the extent, and in such a manner, as is necessary for the Business Purposes in accordance with the Contractor's written instructions.

comply promptly with any Contractor written instructions requiring the Partner to amend, transfer, delete or otherwise process the Personal Data, or to stop, mitigate or remedy any unauthorised processing.

* + - * 1. **Employees (28(3)(b) UK GDPR).** The Partner will ensure that all of its employees are informed of the confidential nature of the Personal Data and are bound by written confidentiality obligations and use restrictions in respect of the Personal Data.
				2. **Security Measures (28(3)(c) and 32 UK GDPR).** The Partner shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, including as appropriate:

the pseudonymisation and encryption of personal data;

the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;

the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident;

a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing.

* + - * 1. **Sub-processors (28(3)(d) UK GDPR).** The Partner may only authorise a third-party (subcontractor) to process the Personal Data if:

the Contractor provides written consent prior to the appointment of each subcontractor;

the Partner enters into a written contract with the subcontractor that contains terms substantially the same as those set out in this agreement, in particular, in relation to requiring appropriate technical and organisational data security measures, and, upon the Contractor's written request, provides the Contractor with copies of the relevant excerpts from such contracts.

* + - * 1. **Respond to requests (28(3)(e) UK GDPR).** The Partner must, at no additional cost to the Contractor, take such technical and organisational measures as may be appropriate, and promptly provide such information to the Contractor as the Contractor may reasonably require, to enable the Contractor to comply with:

the rights of Data Subjects under the Data Protection Legislation, including, but not limited to, subject access rights, the rights to rectify, port and erase personal data, object to the processing and automated processing of personal data, and restrict the processing of personal data; and

information or assessment notices served on the Contractor by the Commissioner or other relevant regulator under the Data Protection Legislation.

* + - * 1. Assist the controller (28(3)(f) UK GDPR).

**(Article 32 GDPR).** The Partner will reasonably assist the Contractor, at no additional cost to the Contractor, with meeting the Contractor's compliance obligations under the Data Protection Legislation, taking into account the nature of the Partner's processing and the information available to the Partner, including in relation to Data Subject rights, data protection impact assessments and reporting to and consulting with the Commissioner [or other relevant regulator] under the Data Protection Legislation.

**(Article 33 GDPR).** The Partner will immediately notify the Contractor in writing if it becomes aware of any Personal Data Breach and provide the Contractor with the following written information: description of the nature of the Personal Data Breach, including the categories of in-scope Personal Data and approximate number of both Data Subjects and the Personal Data records concerned; the likely consequences; and a description of the measures taken or proposed to be taken to address the Personal Data Breach, including measures to mitigate its possible adverse effects.

* + - * 1. Delete or return (Article 28(3)(g) UK GDPR).

On termination or expiry of this Agreement, the Partner will securely delete or destroy or, if directed in writing by the Contractor, return and not retain, all or any of the Personal Data related to this agreement in its possession or control.

If any law, regulation, or government or regulatory body requires the Partner to retain any documents, materials or Personal Data that the Partner would otherwise be required to return or destroy, it will notify the Contractor in writing of that retention requirement, giving details of the documents, materials or Personal Data that it must retain, the legal basis for such retention, and establishing a specific timeline for deletion or destruction once the retention requirement ends.

The Partner will certify in writing to the Contractor that it has deleted or destroyed the Personal Data within 30 days after it completes the deletion or destruction.

* + - * 1. **Records (Article 30 UK GDPR).** The Partner will keep detailed, accurate and up-to-date written records regarding any processing of the Personal Data, including but not limited to, the access, control and security of the Personal Data, approved subcontractors, the processing purposes, categories of processing, and a general description of the technical and organisational security measures referred to in this Clause (**Records**). The Partner will ensure that the Records are sufficient to enable the Contractor to verify the Partner's compliance with its obligations under this agreement and the Data Protection Legislation and the Partner will provide the Contractor with copies of the Records upon request.
				2. **Audit (Article 28(3)(h) UK GDPR).** The Partner will permit the Contractor and its third-party representatives to audit the Partner's compliance with its Agreement obligations. The Partner will give the Contractor and its third-party representatives all necessary assistance to conduct such audits at no additional cost to the Contractor. The assistance may include, but is not limited to:

physical access to, remote electronic access to, and copies of the Records and any other information held at the Partner's premises or on systems storing the Personal Data;

access to and meetings with any of the Partner's personnel reasonably necessary to provide all explanations and perform the audit effectively; and

inspection of all Records and the infrastructure, electronic data or systems, facilities, equipment or application software used to process the Personal Data.

* + - * 1. **Cross-Border Transfers Of Personal Data.** The Partner (and any subcontractor) must not transfer or otherwise process the Personal Data outside the UK or, the EEA without obtaining the Contractor's prior written consent.
1.

DATA PROCESSING PARTICULARS

|  |  |
| --- | --- |
| **The subject matter and duration of the Processing** | Recruiting potential participants for the project over the term of the Agreement. |
| **The nature and Purpose of the Processing** | Recruiting potential participants for the Turing Scheme overseas placement. |
| **The type of Personal Data being Processed** | Name, Address, Postcode, Contact numberEmail addressGender, Age, Disability status, Special requirements |
| **The categories of Data Subjects** | Potential participants |
| **Data Retention/Deletion Period and Process** | Deletion and return after completion of the placement. |
| **Locations (including the geographic region) in which the Personal Data may be Processed by the Partner and/or any Sub-Processor** | The host country (EEA) |
| **Authorised Persons:** |  |
| **Approved Subcontractors:** |  |

Page 23 of 23

* 1. : Tender response