
DATED

Multiverse Group Limited

and

Midlands and Lancashire Commissioning Support Unit (MLCSU)

**MASTER SERVICES AGREEMENT
relating to apprenticeship training**

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THIS AGREEMENT is made on 26th October 2021

BETWEEN

1. Multiverse Group Limited, a company registered in England and Wales with company number 10027474 whose registered office is at 91-93 Baker Street, London W1U 6RL (the “**Training Provider**”); and
2. NHS Midlands and Lancashire Commissioning Support Unit, an arm’s length service organisation of NHS England (“the Service Provider”) a company registered in England and Wales with company number N/A whose registered office is at Heron House, 120 Grove Road, Stoke-on-Trent, ST4 4LX;

(the “**Employer**”).

BACKGROUND

- (A) The Employer wishes to utilise the apprenticeship levy to fund apprenticeship training within its organisation.
- (B) The Training Provider is a leading registered and approved provider of apprenticeship training programmes within the United Kingdom.
- (C) This Agreement sets out the basis on which the Training Provider will provide the Agreed Services to the Employer and the payment by the Employer using the apprenticeship levy.

This Agreement shall be deemed to commence on the Commencement Date.

THE PARTIES AGREE as follows:

1 Definitions and Interpretation

1.1 Words or phrases defined in the ESFA Rules shall have the same meaning in this Agreement unless defined differently in this Agreement. Additionally, in this Agreement:

Additional Cost Payment

shall have the meaning given in clause 3.2;

Additional Funding

means either funding for Apprentices in need of Functional Skills or Learning Support;

Agreed Services

means the Training Services and any other services to be provided by the Training Provider pursuant to clause 2, including, unless the context otherwise requires, services which are incidental or ancillary to the Training Services and 'the Agreed Services' shall mean all Agreed Services agreed pursuant to every Request for Services under this Agreement as varied by any applicable Change Note or Required Change Notice;

Apprentice

means an individual employed by the Employer or by a connected company or charity as permitted by the ESFA Rules under an Apprenticeship Agreement, who is an Apprentice under the ESFA Rules and in relation to whom the Training Provider is to provide any of the Agreed Services;

Apprenticeship

means the training and employment of an Apprentice in accordance with the ESFA Rules;

Apprenticeship Agreement

means a written contract of employment between the Apprentice and the Employer including a statement on the skill, trade or occupation in which the Apprentice is being trained;

Apprenticeship Service Account

means the Employer's apprenticeship service account held under the ESFA Rules;

Apprenticeship Standard

means a standard approved by ESFA and published by the Secretary of State, and assessed through a standardised exam, more particularly described in the ESFA Rules;

Awarding Organisation

means the approved qualification-awarding organisation for the applicable Apprenticeship;

Business Day

means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business;

Business Hours

means the period from 9.00am to 5.30pm on any Business Day;

Change Notice

means a Change Notice pursuant to Schedule 2;

Charges

means the charges specified in a Request for Services for the Agreed Services together with any Additional Cost Payment;

Commencement Date

means the date of this Agreement;

Commitment Statement

means the statement agreed between the Parties as set out in Schedule 1;

Control

shall be as defined in section 1124 of the Corporation Tax Act 2010, and the expression change of control shall be construed accordingly;

Controller, Data Subject, Personal Data, Personal Data Breach, Processor, Processing, Special Category Data and Supervisory Authority:

shall have the same meanings given to them in the UK Data Protection Legislation

Contract Year

means a period of 12 months (or such shorter period if this Agreement is terminated earlier), commencing on the Commencement Date or each anniversary of the Commencement Date, as applicable;

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Confidential Information

means any information that a party has or acquires before, on or after the date of this Agreement that is confidential in nature concerning the other party including, without limitation, its business, affairs, customers, clients, suppliers, plans or strategy or that of any member of the group of companies to which the other party belongs;

Data Protection Legislation

means the Data Protection Act 2018 (DPA), EC Directive 2002/58/EC on Privacy and Electronic Communications, EC Regulation 2016/679 (GDPR), and any national laws or regulations constituting a replacement or successor data protection regime;

the Employer's Equipment

means any equipment, including stationery, laptops, IT systems or other facilities, provided by the Employer, its agents, subcontractors or consultants which is used directly or indirectly in the supply of the Agreed Services including any such items specified in a Request for Services;

the Employer's Materials

means all documents, information, items and materials in any form, whether owned by the Employer or a third party, which are provided by the Employer to the Training Provider in connection with the Agreed Services, including the items provided pursuant to clause 11;

End-Point Assessment Organisation

means an approved organisation on ESFA's Register of End Point Assessment Organisations;

ESFA

means the Education and Skills Funding Agency;

ESFA Rules

means ESFA's funding rules as contained in Apprenticeship Funding Rules for Main Providers (Version 2) dated January 2020 (as amended from time to time) and the ESFA Rules for Employers;

ESFA Rules for Employers

means ESFA's funding rules as contained in Apprenticeship Funding Rules and Guidance for Employers (Version 2) dated January 2020 (as amended from time to time);

Force Majeure

means any circumstance not within a Party's reasonable control including, without limitation:

- (a) acts of God, flood, drought, earthquake or other natural disaster;
- (b) terrorist attack, civil commotion or riots, war, threat of or preparation for war;
- (c) nuclear, chemical or biological contamination;
- (d) any law or any action taken by a government or public authority;
- (e) collapse of buildings, fire, explosion or accident;
- (f) any labour or trade dispute, strikes, industrial action or lockouts (other than in each case by the Party seeking to rely on this clause, or companies in the same group as that Party);
- (g) interruption or failure of utility service;

Functional Skills

means Functional Skills for the purposes of the ESFA Rules;

Good Industry Practice

means standards, practice methods and procedures conforming to applicable legal requirements and that degree of care and skill diligence and prudence which would be reasonably expected of an experienced person engaged in providing services similar in nature to the Training Services in a similar type and size of undertaking and under the same or similar circumstances as anticipated by this Agreement;

ILR

means the individualised learner record which the Training Provider submits to ESFA;

Individual Learning Plan

means in relation to each Apprentice a plan agreed between the Employer, the Training Provider and the Apprentice setting out how the Apprentice will develop the skills required under the Apprenticeship Standard;

Intellectual Property Rights (IPRs)

means patents, rights to inventions, copyright and moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

Learning Support

means support available for Apprentices with learning difficulties or disabilities;

Levy Funded

means intended by the Employer to be funded in whole or in part with Levy Funding;

Levy Funding

means funding provided by ESFA through either the Employer's Apprenticeship Service Account with Apprenticeship Service, ESFA or through Government-Employer co-investment;

Recruit an Apprentice Service

means the government provided service which allows training providers to post and manage apprenticeship vacancies on behalf of employers eligible to make use of the service;

Request for Services

means a request for services made in accordance with clause 2;

Required Change Notice

shall have the meaning given in clause 3.2;

RFS Agreement Date

means the date which is the RFS Agreement Date pursuant to clause 2.5;

Training Provider's Equipment

means any equipment, including tools, systems, cabling or facilities, provided by the Training Provider to the Employer and used directly or indirectly in the supply of the Agreed Services, including any such items specified in a Request for Services but excluding any such items which are the subject of a separate agreement between the parties under which title passes to the Employer;

Training Materials

means all documents, information, items and materials in any form, whether owned by the Training Provider or a third party, which are used by the Training Provider in connection with the Agreed Services;

Training Services

means the services set out in the Request for Services;

Transferred Levy Funds

means Levy Funding transferred from one employer to another employer as permitted under the ESFA Rules; and

VAT

means value added tax chargeable under the Value Added Tax Act 1994.

1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this Agreement.

1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.4 The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules.

1.5 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

1.6 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

1.7 Unless the context otherwise requires, a reference to one gender shall include a reference to each other gender.

1.8 This Agreement shall be binding on, and ensure the benefit of, the parties to this Agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.

1.9 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

1.10 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.

1.11 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

1.12 A reference to this Agreement or to any other agreement or document referred to in this Agreement is a reference of this Agreement or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of this Agreement) from time to time.

1.13 References to clauses and Schedules are to the clauses and Schedules of this Agreement and references to paragraphs are to paragraphs of the relevant Schedule.

1.14 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.

1.15 In the event of any conflict or inconsistency between the ESFA Rules, the main body of this Agreement, and the Schedules, they shall prevail in that order.

2 Ordering Services

2.1 The Employer may order the Training Services by making a request to the Training Provider pursuant to this clause 2.1 (“**Request for Services**”).

2.2 The Training Provider shall provide the Agreed Services from the date specified in the Request for Services that relates to those services.

Each Request for Services shall state Training Services to be provided, the number of apprentices and commencement date for the Training Services.

2.3 The Training Provider and the Employer shall negotiate in good faith each Request for Services and the Employer shall provide the Training Provider with such information as it may reasonably require to enable it to assess the prior learning of any Apprentice or prospective Apprentice

2.4 When a Request for Services has been agreed they shall be Agreed Services and the date of the Agreed Services shall be the RFS Agreement Date.

2.5 Each Request for Services shall form part of this Agreement and shall not form a separate contract.

3 Changes to Services

3.1 If the Employer or the Training Provider wishes to change this Agreement or the Agreed Services, it may at any time request such change in accordance with the Change Procedure set out in Schedule 2.

3.2 Notwithstanding any other provisions of this Agreement, where the Training Provider reasonably considers that a change to the Agreed Services is required in order to comply with any requirement of ESFA taking effect after the RFS Agreement Date, including any modification of the ESFA Rules, the Training Provider shall submit a written notice to the Employer setting out any proposed changes (a “**Required Change Notice**”) for the Employer’s approval, such approval not to be unreasonably withheld. the Employer shall pay the Training Provider the additional cost (if any) of providing the Agreed Services as so varied (the “**Additional Cost Payment**”), the amount of which shall be agreed between the parties.

4 Charges, Invoicing and Payment

4.1 The Employer is responsible for payment of the Charges and, subject to clause 4.4, shall pay all Charges owed to the Training Provider in relation to the Apprenticeship including the full difference between band maximums and agreed prices, or for any mandatory co-investment. The rate card for the Charges can be found at Schedule 4.

4.2 To the extent that Charges are not actually paid by ESFA from the Apprenticeship Service Account, or the Agreed Services are not Levy Funded, the Training Provider shall be entitled to submit an invoice to the

Employer for the Charges monthly in arrears. the Employer shall pay each correct and undisputed invoice within 30 days of receipt provided that each invoice has the correct purchase order number, [REDACTED]

4.3 The Charges are stated exclusive of any applicable VAT.

4.4 If the Employer has a bona fide dispute in respect of the whole or any part of any invoice, the Employer shall notify the Training Provider of the nature of such dispute, and shall endeavour to do so within 28 (twenty eight) days of the invoiced amount falling due. Upon giving such notice to the Training Provider, the Employer shall be entitled to withhold payment of the disputed amount. The parties shall co-operate in good faith to resolve the dispute over the invoice as soon as possible. On settlement of any such dispute, the Employer shall make the relevant payment no later than 30 (thirty) days after resolution. The Charges comprise the entire payment under this Agreement due by the Employer to the Training Provider in respect of the Agreed Services.

4.5 The Charges include expenses, unless otherwise expressly stated in the Request for Services.

4.6 Without prejudice to any other rights of the Training Provider any invoice that is not paid when due and payable shall bear interest at the rate of [REDACTED]

[REDACTED] And Training Provider may charge the Employer for all reasonable expenses of collection provided that it has notified the Employer of the non-payment and given the Employer a reasonable opportunity to remedy the issue

5 Missed EPA Charges

5.1 Where an Apprentice who is still employed by the Employer fails to attend, attempt or complete their EPA and a reschedule is not possible or not attempted, then the Apprentice is deemed to have not achieved their apprenticeship. In such an event the Employer shall be invoiced for the remaining apprentice funds due (typically 20% of the agreed rate, known as completion rate).

5.2 For any Apprentice who has started their programme at any level since 1st May 2017, there will be a charge for exam resits. This reflects the cost incurred by the Training Provider from the Awarding Organisation (as set out in the table below) and the added expense of accommodating resit exams (the "Administration Charge")

5.3 The Training Provider will alert the Employer when a resit is required and will invoice the Employer for the cost, although (under the current funding rules) employers are permitted to pass such costs onto their

Apprentices if they believe it is appropriate.

5.4 The below EPAO Resit fees are subject to change by the EPAO and we will update the employer if that happens.

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	On- [REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
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6 Intellectual Property Rights

- 6.1 In this clause ‘Materials’ means in relation to the Training Provider the Training Materials, and in relation to the Employer, the Employer’s Materials.
- 6.2 Subject to clause 6.5, each Party (or its licensors, as applicable) shall retain ownership of all IPRs in its Materials.
- 6.3 Each Party hereby grants to the other a non-exclusive, non-transferable, royalty free licence to use its Materials to the extent reasonably necessary for the Training Provider to provide the Agreed Services for the duration of this Agreement.
- 6.4 Each Party:
- (a) warrants that the receipt and use in the performance of this Agreement by the other, its agents, subcontractors or consultants of its Materials will not infringe the rights, including any Intellectual Property Rights, of any third party; and
 - (b) shall keep the other indemnified against all damages, costs, claims and expenses suffered or incurred by it as a result of any actual or alleged infringement of a third party’s Intellectual Property Rights arising out of, or in connection with, the receipt or use in the performance of this Agreement of its Materials.
- 6.5 The Training Provider agrees that any and all Intellectual Property Rights which are created or arise as a result of work or items developed or created:

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- (a) by an Apprentice during the course of their Apprenticeship; and/or
 - (b) specifically for the Employer by or on behalf of the Training Provider, shall automatically be owned by and shall vest exclusively in the Employer on creation or when they arise. The Training Provider agrees promptly to execute all documents and do all other acts that may, in the Employer's opinion, be necessary to give effect to this clause.

6.6 The Employer hereby grants to the Training Provider the right, during the Term, to display and use Employer's logos, trade names, trademarks, and service marks ("Employer Marks") solely in connection with the Training Provider's marketing and publicity activities. The Training Provider will use the Employer Marks in compliance with any trademark guidelines that the Employer provides to the Training Provider.

7 Confidentiality

7.1 Each Party undertakes that it shall not, at any time during this Agreement, and for a period of three years after termination of this Agreement, disclose to any person any Confidential Information of the other Party or of any member of the group of companies to which the other Party belongs, except as permitted by clauses 7.2 and 7.3.

7.2 Each Party may disclose the other Party's Confidential Information:

- (a) to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the Party's rights or carrying out its obligations under or in connection with this Agreement (including reporting to Apprentice Assessment Organisations or ESFA) provided that such Party shall procure that its employees, officers, representatives or advisers to whom it discloses the other Party's Confidential Information comply with this clause 7.2; and
- (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

7.3 Each Party may disclose the other Party's Confidential Information if and to the extent to which either Party can prove to the other's reasonable satisfaction that the Confidential Information:

- (c) is, or has become, generally available to the public other than as a direct or indirect result of the information being disclosed by a Party or its representatives in breach of this Agreement;
- (d) was available on a non-confidential basis to a Party prior to disclosure to it by the other Party;
- (e) is developed by or for a Party independently of the information disclosed by the other Party; or
- (f) the Parties agree in writing that the information is not confidential.

8 Warranties

8.1 The Training Provider warrants and represents on an on-going basis that it shall:

- (a) ensure that the Agreed Services will conform with all descriptions and specifications agreed between the parties and in any pre-contractual literature;
- (b) continue to have throughout the duration of this Agreement, effectively trained personnel with the abilities, qualifications and experience necessary to perform the Agreed Services in accordance with the provisions of this Agreement;
- (c) comply with all applicable laws, regulations, guidelines or industry codes relating to the performance of the Agreed Services;
- (d) obtain and maintain for the duration of this Agreement all licences and consents which it may require or which the Employer may reasonably require the Training Provider to hold, which may be required for the provision of the Agreed Services in accordance with this Agreement; and
- (e) not do, or omit to do, anything which may cause the Employer to lose any license, authority, consent or permission on which it relies for the purposes of providing the Apprenticeships or conducting its business.

8.2 Nothing in this Agreement shall limit or exclude either Party's liability for:

- (a) death or personal injury caused by its negligence;
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) or any other liability which cannot be limited or excluded by applicable law; or
- (d) breach of any obligation or warranty relating to data protection or confidentiality.

8.3 Subject to clause 8.2, neither party shall be liable to the other, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this Agreement for:

- (a) loss of profits; sales or business; or
- (b) any indirect or consequential loss.

8.4 The Employer shall indemnify and hold harmless the Training Provider, on an after tax basis, against all claims which may be made, threatened, or alleged by a third party against or otherwise involve the Training Partner arising out of or relating to the Services rendered or duties performed under the Agreement, including without limitation all direct losses incurred by Training Provider in investigating, preparing, disputing, defending or providing evidence in connection with any such claim (and any other losses incurred by Training Provider in connection with any such claim) or otherwise enforcing rights under this paragraph 8, except to the extent that such claims and associated losses arose from the negligence, fraud, misrepresentation or wilful default of the Training Provider

8.5 Subject to clause 8.2, each party's total liability to the other, whether in contract, tort (including negligence), for breach of statutory duty, misrepresentation or otherwise, arising under or in connection with the performance or contemplated performance of this Agreement shall be limited, in respect of each Contract

Year, to the greater of (a) £100,000; and (b) 150% of the total Charges paid or payable in respect of that Contract Year.

9 Training Provider General Responsibilities

9.1 The Training Provider shall:

- (a) provide the Agreed Services in accordance with the applicable Request for Services and Good Industry Practice;
- (b) use all reasonable endeavours to meet any and all performance dates specified in a Request for Services;
- (c) comply with the ESFA Rules in the provision of the Agreed Services;
- (d) remain fully registered on the UK Register of Learning Providers (UKRLP) and the Register of Apprenticeship Training Providers (ROATP) and hold a valid UKPRN, and remain on the Register of Training Organisations (RTO);
- (e) maintain a register of attendance of the Apprentices, and a record of any cancelled session, setting out the reasons for cancellation and the proposed date of the rescheduled session;
- (f) specify in the Request for Services a representative (the “**Training Provider Representative**”), to act on behalf of the Training Provider in all matters relating to the Agreed Services and use reasonable endeavours to ensure that the same person acts as the Training Provider Representative for the duration of the Agreed Services; and
- (g) observe all health and safety and security requirements that apply at any of the Employer’s premises.

9.2 The Training Provider shall at all times comply with the Employer’s policies (as amended from time to time) including any data protection policy, unless otherwise agreed by the Parties and in accordance with the ESFA Rules.

9.3 The Training Provider warrants that it will not:

- (a) use the Employer’s or government account funds for an Apprentice’s programme where they or another party claim funding from another government department or other agency for the same purpose;
- (b) claim funding for any part of any Apprentice’s programme that duplicates training or assessments they have received from any other source;
- (c) commence an Apprentice’s programme if there is no prospect of the Apprentice completing the programme within the amount of time available;
- (d) enrol an Apprentice without confirmation that they are not undertaking another Apprenticeship or another DfE funded FE/HE programme contrary to the ESFA Rules;

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- (e) enrol an Apprentice without ensuring that they meet the eligibility requirements or have permission to work in England;
 - (f) claim funding for individuals who do not meet the eligibility requirements set out in the ESFA Rules;
 - (g) claim funding from the Employer's Apprenticeship Service Account other than for training or assessment in accordance with the ESFA Rules; or
 - (h) provide end-point assessment to a group of Apprentices it has trained.

9.4 The Training Provider will ensure that off the job training will be directly relevant to the apprentice standard and otherwise will comply with the ESFA Rules

10 Subcontracting by the Training Provider

10.1 If any subcontractor is used by the Training Provider to provide any of the Agreed Services the Training Provider will seek the Employer's prior written consent in respect of each Apprentice and Apprenticeship, and shall prove that:

- (a) it has the knowledge, skills and experience of contracting with, and managing, delivery subcontractors;
- (b) it has assessed that the subcontractor is suitable in all respects;
- (c) it will directly deliver some part of the Apprenticeship training and/or on-programme assessment associated with the Employer's Apprenticeship programme in accordance with the ESFA Rules;
- (d) it will not use a subcontractor for the delivery of the Agreed Services unless that subcontractor satisfies the criteria for using delivery subcontractors specified in the ESFA Rules;
- (e) it will manage, monitor and regularly assess for quality its delivery subcontractors through visits and face-to-face interviews to ensure high-quality delivery in accordance with the ESFA Rules;
- (f) it will obtain an annual report from an external auditor if the total Apprenticeship contracts with delivery subcontractors exceeds £100,000 in any one financial year;
- (g) it will not permit any subcontractor to subcontract the performance of any of its obligations; and
- (h) the contract with the subcontractor will specify the matters required to be specified in that subcontract by the ESFA Rules.

11 Training Provider ESFA Responsibilities

11.1 The Training Provider shall in accordance with the ESFA Rules, and as the Employer may otherwise require:

- (a) prepare and redistribute the Individual Learning Plan and Commitment Statement at the outset of an Apprentice's programme;

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- (b) extend the actual end-date of the Apprenticeship if the working hours of the Apprentice fall below 30 (thirty) hours a week;
 - (c) check the eligibility of the individual Apprentice at the start of their apprenticeship programme;
 - (d) only use funds in the Employer's Apprenticeship Service Account or government-employer co-investment for those who are eligible;
 - (e) retain evidence of each Apprentice's eligibility for as long as reasonably necessary;
 - (f) carry out a thorough assessment to identify the additional learning support (Additional Funding) the Apprentice needs and if appropriate record in the ILR that an Apprentice has a learning support need;
 - (g) agree and record the outcomes of the additional learning support assessment, deliver support in line with the identified needs, record all outcomes in the evidence pack, and retain evidence of the assessment;
 - (h) conduct a thorough Functional Skills assessment based on the national literacy and numeracy standards if an Apprentice requires further training before being able to achieve a Level 2 Standard and the Training Provider is seeking funding for this;
 - (i) contract in writing with an End-Point Assessment Organisation of the Employer's choosing (if the Apprentice is under an Apprenticeship Standard), and agree with it provisions covering the arrangements for sharing relevant information about the Apprentice so that end-point assessment and certification can take place, including arrangements for any re-takes and payments and change of circumstances which may delay or lead to the cancellation of end-point assessment and for this purpose the Employer shall choose an End-Point Assessment Organisation reasonably acceptable to the Training Provider within 30 (thirty) days of the Training Provider requiring it to do so;
 - (j) make payment to the End-Point Assessment Organisation for conducting the end-point assessment (if the Apprentice is under an Apprenticeship Standard) and keep records of all such payments;
 - (k) collect the Employer's co-investments at least every 3 (three) months and report the value received on the ILR and the Training Provider shall not return to the Employer, in total or in part, the Employer's co-investments once the co-investments have been earned;
 - (l) do such things as are necessary to assist the Employer to comply with its obligations under the ESFA Rules for Employers, as may be amended from time to time.

11.2 the Employer has the option of using the Recruit an Apprentice Service for all new recruits.

11.3 Where the Training Provider advertises on behalf of the Employer using the Recruit an Apprentice Service, the Training Provider must make it clear in the advert how many hours will be expected and this must meet the minimum duration requirements for the Apprenticeship.

12 The Employer's General Responsibilities

12.1 The Employer shall:

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- (a) co-operate with the Training Provider in all matters relating to the Agreed Services;
 - (b) specify in the Request for Services a manager (the “**the Employer Representative**”) to act on behalf of the Employer in all matters relating to the Agreed Services;
 - (c) provide the Training Provider such access to the Employer’s premises, data and other facilities as the Training Provider may reasonably require;
 - (d) provide the Training Provider in a timely manner with all such documents, information and materials in any form as the Training Provider may reasonably require;
 - (e) inform the Training Provider of all health and safety and security requirements that apply at the Employer’s premises or otherwise in respect of the Apprentices;
 - (f) ensure that all the Employer’s Equipment is in good working order and suitable for the purposes for which it is used; and
 - (g) keep and maintain the Training Provider’s Equipment in accordance with the Training Provider’s instructions from time to time and not dispose of or use the Training Provider’s Equipment other than in accordance with the Training Provider’s written instructions or authorisation.

12.2 If the Agreed Services are Levy Funded the provisions of clauses 13.1, 13.2, and 14 shall apply.

13 The Employer’s Additional Responsibilities

13.1 Responsibilities in relation to the Apprenticeship.

The Employer shall:

- (a) enter into an Apprenticeship Agreement with each Apprentice for
 - (i) a fixed term of at least 372 days for an Apprenticeship Standard for at least 30 hours per week; or
 - (ii) fewer than 30 hours per week (or an unspecified number of hours) but for an extended duration in accordance with the ESFA Rules;
- (b) work with the Training Provider and each Apprentice to agree which Apprenticeship Standard is to be applied to each Apprenticeship, and agree on a Commitment Statement and Individual Learning Plan for each Apprentice;
- (c) pay Apprentices at least the minimum wage required by law;
- (d) reasonably assist the Apprentice with their development;
- (e) permit the Training Provider to apply for Additional Funding for the benefit of Apprentices; and
- (f) subject to clause 12.2, the Employer undertakes that in accordance with the ESFA Rules, it shall not:
 - (i) require Apprentices (including former Apprentices) to make financial contributions towards the cost of the Apprenticeship programme, on programme or end-point assessment (including in relation to their former Apprenticeship programme);
 - (ii) withdraw Apprentices and re-start Apprenticeships that originally commenced before 1 May 2017 when the ESFA Rules came into force;

(iii) use Transferred Levy Funds to pay for Apprenticeships which originally commenced before 1 May 2018;

(g) If the Employer receives Transferred Levy Funds, the Employer:

(i) must follow the ESFA Rules for Employers for all Apprenticeships funded by a transfer;

(ii) must pay the Training Provider the Employer's co-investment if the full cost of the Apprenticeship cannot be met by the Transferred Levy Funds or from the Employer's Apprenticeship Service Account; and

(iii) shall arrange the transfer to fund the Apprenticeship from the outset.

13.2 Responsibilities to the Training Provider.

The Employer shall observe and perform any 'ESFA Apprenticeship Agreement for Employers' entered into between the Employer and ESFA that applies to any Apprenticeship under this Agreement.

(a) the Employer shall:

(i) promptly and whenever reasonably required by the Training Provider provide such information as ESFA may require to pay the Charges out of the Apprenticeship Service Account; and

(ii) authorise and direct ESFA to make payments to the Training Provider for the Agreed Services and the assessment by the End-Point Assessment Organisation; in each case to the extent permissible under the ESFA Rules.

(b) If the Employer receives Transferred Levy Funds, the Employer shall notify the Training Provider which Apprenticeships are funded by the Transferred Levy Funds before the Apprenticeship starts.

14 The Employer's ESFA Responsibilities

14.1 The Employer agrees that in accordance with the ESFA Rules it shall:

(a) promptly provide accurate and up to date information to the reasonable satisfaction of the Training Provider;

(b) provide the Training Provider with all reasonable support and information it requires in relation to the Apprentice and the Apprenticeship;

(c) on the Training Provider's request, provide the Training Provider with up to date information on the Apprentice's employment status or breaks in learning;

(d) notify the Training Provider of any changes to the Apprentice's employment status;

(e) promptly provide the Training Provider with such information as it may reasonably require for it to obtain funds from the Employer's Apprenticeship Service Account or the government-employer co-investment, including reasonable evidence:

(i) of the Apprentice's eligibility to receive funding at the start of the Apprenticeship programme;

(ii) of the Apprentice's employment by either the Employer or a connected company or charity as defined by HM Revenue and Customs;

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- (iii) that the Apprentice is spending at least 20% of their paid hours on off-the-job training directly relevant to the Apprenticeship Standard (excluding English and Maths, up to and including Level 2);
 - (iv) of the Apprentice's average weekly hours;
 - (v) that the job allows the Apprentice to gain wider employment experience; and
 - (vi) that the total amount of time spent on an Apprenticeship meets the ESFA's minimum duration funding rule if an Apprentice is changing their Apprenticeship Standard, transfers between providers, or takes a break in learning.
- (f) involve the Apprentice in active learning or monitored workplace practice throughout the Apprenticeship programme to the reasonable satisfaction of the Training Provider;
 - (g) subject to the Apprenticeship Agreement, and save where a different working pattern has been agreed in accordance with the ESFA Rules, ensure that the Apprentice works a minimum of 30 (thirty) hours a week, including any off-the-job training;
 - (h) ensure that the Apprentice works such number of hours per week to undertake sufficient, regular training and on the job activity as the Training Provider may reasonably require in accordance with the ESFA Rules;
 - (i) permit the Apprentice to complete the Apprenticeship (including for English and Maths) within their working hours and provide such evidence of doing so or having done so as the Training Provider may reasonably require;
 - (j) extend the working hours of the Apprentice or the duration of the Apprenticeship in accordance with the ESFA Rules as the Training Provider may reasonably require if the Training Provider and the Employer determine that the Apprentice has worked below the minimum number of hours required to complete the Apprenticeship or where a part-time working pattern is needed and in that case provide the Training Provider with evidence to show why this working pattern is needed;
 - (k) disclose any reason why the Apprentice may not have enough time to complete the Apprenticeship;
 - (l) ensure that the Apprentice will spend at least 50% of their working hours in England over the duration of the Apprenticeship;
 - (m) ensure that the Apprentice is not already undertaking any other Apprenticeship programme or another DfE funded FE/HE programme contrary to the ESFA rules;
 - (n) ensure that each Apprentice is eligible to work in England;
 - (o) provide the Training Provider with any information it may reasonably require in relation to previous Apprenticeship training or qualifications that any Apprentice may have received;
 - (p) select an End-Point Assessment Organisation to deliver end-point assessment from the ESFA Register of End-Point Assessment Organisations (if the Apprentice is under an Apprenticeship Standard) taking into account ESFA's expectation that the cost of end-point assessment should not usually exceed 20% of the funding band maximum and the ESFA's expectation that Employer's must achieve good value for money; and
 - (q) promptly confirm with ESFA the spending of funds from the Apprenticeship Service Account.

14.2 Unless otherwise required by the Employer, the Employer hereby appoints the Training Provider to record the required details of the Apprenticeship with ESFA and, if otherwise, the Employer shall promptly record the required details of the Apprenticeship with ESFA through the Apprenticeship Service Account.

14.3 the Employer warrants to the Training Provider that each Apprenticeship under this Agreement is a genuine apprenticeship within the meaning of the ESFA Rules.

14.4 If the Employer receives Transferred Levy Funds, the Employer shall provide the Training Provider with a completed state aid declaration for the funding received.

15 Mutual ESFA Responsibilities

15.1 If the Agreed Services are Levy Funded each of the Training Provider and the Employer undertakes with the other that it shall in accordance with the ESFA Rules:

- (a) enter into a written Apprenticeship Agreement and Commitment Statement in relation to each Apprentice at the start of and for the entire length of their Apprenticeship (including end-point assessment if applicable);
- (b) agree when the Apprentice has obtained sufficient skills, knowledge and behaviours to sit their end-point assessment. For this purpose, the Employer shall agree a time proposed by the Training Provider within 14 (fourteen) days of the Training Provider requiring it to do so and, if the Employer shall fail to do so, the Training Provider is hereby authorised in the name and on behalf of the Employer and the Training Provider to decide that time as the Training Provider thinks fit;
- (c) take the costs of any end-point assessment and any re-takes into account when agreeing the Charges;
- (d) include the contact details and website for the Training Provider on the written agreement with the Apprentice and on the Commitment Statement; and
- (e) if the Apprenticeship is achieved and the Apprentice does not stay with the Employer, cooperate with the other to support the Apprentice and seek alternative opportunities.

15.2 If the Agreed Services are Levy Funded each of the Training Provider and the Employer undertakes to the other that in accordance with the ESFA Rules, it shall not:

- (a) use funds in the Employer's Apprenticeship Service Account or government-employer co-investment for any of the following:
 - (i) enrolment, induction, prior assessment, initial diagnostic testing or similar activity;
 - (ii) travel costs for Apprentices under any circumstances;
 - (iii) Apprentice wages;
 - (iv) personal protective clothing and safety equipment required by the Apprentice to carry out their day-to-day work;
 - (v) off-the-job training delivered only by distance learning, not including online and other blended learning activities;
 - (vi) any training, optional modules, educational trips or trips to professional events in excess of those required to meet the knowledge, skills and behaviours of the Apprenticeship Standard. This includes

training solely and specifically required for a licence to practise;

(vii) registration and examination (including certification) costs associated with a licence to practise.

This applies even where a licence is specified in the Apprenticeship Standard and assessment plan;

(viii) registration and examination (including certification) costs for non-mandatory qualifications

(qualifications that are not specifically listed in the Apprenticeship Standard);

(ix) end-point assessment costs incurred by the Training Provider but not included in the price agreed between the Employer and any End-Point Assessment Organisation;

(x) English and Maths up to Level 2;

(xi) repeating the same regulated qualification where the Apprentice has previously achieved it unless it is a requirement of the Apprenticeship or for any GCSE;

(xii) accommodation costs (including residential costs associated with non-mandatory qualifications)

where the Apprentice is resident away from their home base, because of the requirements of their day-to-day work or because this is convenient for the Employer or Training Provider;

(xiii) capital purchases (and the maintenance of capital purchases), including lease agreements, which would have a lifespan beyond the Apprenticeship being funded;

(xiv) time spent by employees/managers supporting Apprentices, mentoring or time arranging training support except where this is directly linked to the training assessment, including end-point assessment;

or

(xv) specific services not related to the delivery and administration of the Apprenticeship.

16 Term and Termination

16.1 This Agreement shall be deemed to commence on the Commencement Date and shall, subject to termination in accordance with its terms, continue unless terminated by one party serving on the other not less than 30 (thirty) days' notice to terminate this Agreement, such notice to expire no earlier than the first anniversary of the Commencement Date or (as the case may be) any subsequent anniversary.

16.2 Either party may terminate this Agreement in its entirety or only in relation to the Agreed Services agreed pursuant to any Request for Services with immediate effect by giving written notice to the other Party if:

(a) the other party commits a material breach (which may include one or more persistent breaches amounting to a material breach) of any term of this Agreement and such breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 (thirty) days after being notified in writing to do so;

(b) 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;

(c) 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 (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;

(d) there is a change of control of either party;

(e) either Party does anything that in the reasonable opinion of the other, has adversely impacted, or is likely to adversely impact, the reputation or goodwill of the Party or its business; or

(f) there is a change to the ESFA Rules in any material respect that means that, in the opinion of either Party, it is no longer commercially viable or otherwise appropriate for the Party to continue the Agreement.

1.16 Without effecting any other right or remedy available to it, the Training Provider may terminate this Agreement with immediate effect by giving notice to the Employer if the Employer fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than 30 (thirty) days after being notified in writing to make such payment.

16.3 viable or otherwise appropriate for the Employer to continue the Agreement.

16.4 the Employer may terminate any Request for Services on 30 (thirty) days' notice or on such notice period as is otherwise specified in a Request for Services.

17 Consequences of Termination

17.1 On termination of this Agreement:

(a) unless expressly stated otherwise in the termination notice, this Agreement shall continue in relation to any uncompleted Agreed Services until those services are completed;

(b) the Employer shall immediately pay to the Training Provider all undisputed Charges due in respect of the Agreed Services performed in accordance with this Agreement until the effective date of termination of the Agreed Services (which may require calculation on a pro rata basis);

(c) the Employer shall promptly return all of the Training Provider's Equipment; and

(d) the Training Provider shall promptly return all of the Employer's Materials.

17.2 Termination of this Agreement shall not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination.

18 Delay and force majeure

18.1 If a Party ('the Affected Party') is prevented, hindered or delayed in or from performing any of its obligations under this Agreement by a Force Majeure Event, the Affected Party shall not be in breach of this

Agreement or otherwise liable for any such failure or delay in the performance of such obligations. Without prejudice to paragraph 18.3 the time for performance of such obligations shall be extended while the effects of Force Majeure Event prevails. 18.2 The corresponding obligations of the other Party shall be suspended, and its time for performance of such obligations extended, to the same extent as those of the Affected Party. 18.3 If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than 3 months, the Party not affected by the Force Majeure Event may terminate this Agreement by giving 1 month written notice to the Affected Party and paragraph 6 shall apply. 18.4 Notwithstanding the other provisions of this paragraph 18.4 if the Training Provider's performance of its obligations under this Agreement is prevented or delayed by any act or omission of the Employer, its agents, subcontractors, consultants or employees then, without prejudice to any other right or remedy it may have, the Training Provider shall be allowed an extension of time to perform its obligations equal to the delay caused by the Employer or further if reasonably required by the Training Provider.

19 Data Protection and Data Processing

19.1 The Parties shall comply with the Data Protection Wording set out at Schedule 3.

20 Assignment

20.1 Subject to clause 20.3, neither Party may assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and/or obligations under this Agreement without the consent of the other Party.

20.2 Either Party may assign this Agreement without written consent to its parent company, a company wholly owned by or controlled by or under the common control with such party or to an entity acquiring all or substantially all of the assets of that party and any such assignee shall assume and agree to be bound by the terms and conditions of this Agreement

20.3 The Training Provider may in accordance with the other provisions of this Agreement sub-contract performance of the Agreed Services to any sub-contractor with the consent of the Employer. The Training Provider shall remain responsible for the performance of the Agreed Services by that sub-contractor and if the Apprenticeship is Levy Funded the Training Provider shall remain responsible for complying with its responsibilities under this agreement.

21 Variation

Subject to clause 3, no variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

22 Waiver

22.1 A waiver of any right or remedy under this Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default.

22.2 A failure or delay by a party to exercise any right or remedy provided under this Agreement 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 this Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

23 Severance

If any provision or part-provision of this Agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

24 Entire Agreement

If any provision or part-provision of this Agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

24.1 This Agreement and the documents referred to in it constitute the entire Agreement between the parties and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

25 Partnership and Agency

25.1 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between either of the parties, constitute either party the agent of the other, or save as otherwise

expressly provided authorise either party to make or enter into any commitments for or on behalf of the other.

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

26 Third Party Rights

No one other than a party, its successors and permitted assignees, shall have any right to enforce any of its terms.

27 Notices

27.1 Any notice given to a party under or in connection with this Agreement shall be in writing and shall be delivered by hand or by pre-paid first-class recorded or other next Business Day signed for delivery service at its registered office (if a company) or its principal place of business (in any other case).

27.2 Any notice shall be deemed to have been received on signature of a delivery receipt.

27.3 This clause does not apply to the service of any proceedings or any documents in any legal action or, where applicable, any arbitration or other method of dispute resolution. Any notice given under this clause shall be deemed to have been received on (a) if delivered by hand, at the time the notice is left at the address; (b) if sent by pre-paid first class post or other next working day delivery service at 9.00am on the second Business Day after posting.

27.4 The parties agree that service of a document by email shall be valid only where the email is sent to the relevant party's email address set out in the Request For Services (if any) and subject to the sending party receiving a delivery confirmation (automated shall be sufficient).

28 Counterparts

28.1 This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

28.2 No counterpart shall be effective until each party has executed and delivered at least one counterpart.

29 Governing Law and Jurisdiction

29.1 This Agreement 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.

29.2 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 this Agreement or its subject matter or formation.

This Agreement has been entered on the date stated at the beginning of it.

SIGNED by [REDACTED]

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for and on behalf of MLCSU

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SIGNED by

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for and on behalf of

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**MULTIVERSE
GROUP LIMITED**

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Schedule 1

The Commitment Statement

1 The Commitment Statement shall include in accordance with the ESFA Rules:

1.1 The planned content and schedule for eligible training including the end-point assessment if they are undertaking a standard;

1.2 What is expected from and offered by the Employer, Training Provider (and any subcontractors) and the Apprentice to achieve the Apprenticeship;

1.3 A summary of:

(a) details of the Apprenticeship being followed, including start and end-dates for the apprenticeship training and (where applicable) end-point assessment and key milestones for mandatory or other qualification achievements;

(b) details on which elements are eligible for funding from the Employer's Apprenticeship Service Account or government-Employer co-investment and necessary to meet any end-point assessment, those which are extra and not eligible for co-investment but will be fully funded by the employer, and those fully funded by ESFA including English and Maths; and

(c) the list of all organisations delivering the training including English and Maths and the End-Point Assessment Organisation (where applicable);

1.4 Roles and responsibilities for the Employer, Training Provider and Apprentice and arrangements for how the three parties will work together. This must include contact details and the expected commitment from each party to ensure the smooth running and day-to-day delivery of the Apprenticeship, including:

(a) Apprentice: attendance and study time;

(b) the Employer: commitment to wages and time off to study in the working day; and

(c) Training Provider: support and guidance available and how to access this.

1.5 The process 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 ESFA through the apprenticeship helpline.

Schedule 2

Change Procedure

1 Any discussions which may take place between the Employer and the Training Provider in connection with a possible change shall be without prejudice to the rights of either party.

2 A request to amend this Agreement or the Agreed Services by either Party shall be made in writing to the other in the form of a note (a “**Proposed Change Note**”).

3 Each Proposed Change Note shall state:

3.1 the name of the Party requesting the change;

3.2 the date of the request;

3.3 the reason for the change;

3.4 full details of the change;

3.5 the price, if any, of the change;

3.6 the likely impact of the change on other aspects of this Agreement including:

(a) the timetable for the provision of the Agreed Services;

(b) the effect on the Charges;

(c) the training to be provided;

(d) the use of sub-contractors;

(e) working arrangements;

(f) other contractual issues; and

3.7 a timetable for implementation of the change.

4 The Training Provider and the Employer shall negotiate each Proposed Change Note in good faith and without any obligation on either Party to agree, both parties shall sign the Proposed Change Note once it is agreed.

5 A Proposed Change Note when signed by the Employer and the Training Provider shall thereupon become a Change Note and shall constitute an amendment to this Agreement.

Schedule 3

Data Processing

DEFINITIONS AND INTERPRETATION

This Schedule 3 adopts the defined terms and rules of interpretation contained in this Agreement.

2. DATA PROTECTION LAW COMPLIANCE

The parties shall comply with all applicable requirements of the UK Data Protection Legislation. This Schedule 3 is in addition to, and does not relieve, remove or replace, a party's obligation under UK Data Protection Legislation.

3. DATA CONTROLLERS

3.1 The parties agree that save for as otherwise stated in this Agreement, for the purposes of UK Data Protection Legislation, each party shall be a separate and independent Controller any Personal Data which is Processed in connection with this Agreement ("Agreement Data").

3.2 Where the parties are independent Controllers, they shall each be responsible for their respective obligations under UK Data Protection Legislation in respect of the Processing of any Agreement Data.

3.3 Where one party transfers Agreement Data to the other party, the disclosing party warrants that it is lawfully authorised to effect the transfer and the receiving party agrees to only Process the applicable Agreement Data for the purpose made known to it by the disclosing party unless it is otherwise permitted by UK Data Protection Legislation to Process the applicable Agreement Data for a different purpose .

4. DATA PROCESSORS

4.1 The parties accept that there may be a limited number of circumstances where for the purposes of UK Data Protection Legislation one party shall be a Controller and the other party shall be the Processor in respect of the Agreement Data. Each time it is acknowledged between the parties that there will be a Controller to Processor relationship in respect of a particular Processing activity, the parties shall complete the Appendix to this Schedule 3 which shall set out the details of such Processing.

4.2 This clause 4 sets out terms on which a party who is a Processor shall Process Agreement Data on behalf of the other Party who is a Controller.

4.3 The Controller hereby consents to the Processor appointing third party Processors to process the Agreement Data under this Agreement. Where the Processor appoints a third party to process Personal Data it shall only use Processors providing sufficient guarantees to implement appropriate technical and organisational measures in such a manner that processing meets the requirements of the UK Data Protection Legislation and ensures the protection of the rights of Data Subjects.

4.4 The Processor shall ensure that, where it does engage with a third party Processor in accordance with clause 4.3 above, it will enter into a written agreement incorporating the same data protection obligations set out in clause 4.5 of this Schedule.

4.5 The Processor shall:

- (a) only process the Agreement Data for the purposes set out in the Appendix or as otherwise in accordance with the documented instructions of the Controller, including with regard to transfers of Agreement Data to a third country or an international organisation, unless required to do so by applicable law to which the Processor is subject; in such a case, the Processor shall inform the Controller of that legal requirement before processing, unless that law prohibits such disclosure from being made;
- (b) ensure that persons with access to the Agreement Data are subject to a strict duty of confidentiality or are under an appropriate statutory obligation of confidentiality;
- (c) ensure that it has in place appropriate technical and organisational measures, protect against unauthorised or unlawful processing of Agreement Data and against accidental loss or destruction of, or damage to, Agreement Data, having regard to the state of technological developments and the costs of implementing any measures;
- (d) provide reasonable assistance to the Controller in responding to any request from any Data Subject which concerns the exercise of that Data Subject's right under the GDPR (subject to the reimbursement by the Controller of all costs reasonably incurred in the course of the same);
- (e) provide reasonable assistance in ensuring compliance with the Controller's obligations under Article 32 to 36 of the GDPR, including in respect to security, breach notifications, impact assessments and consultations with Supervisory Authorities, (subject to the reimbursement by Controller of all costs reasonably incurred in the course of the same);
- (f) notify the Controller without undue delay after becoming aware of a Personal Data Breach;
- (g) at the written instruction of the Controller, securely delete or return Agreement Data and copies thereof to the Controller on termination of this Agreement unless applicable law requires storage of the Agreement Data;
- (h) maintain records of all information necessary to demonstrate compliance with the obligations laid down in Article 28 of the GDPR and provided that the Controller grants Processor reasonable notice and causes minimum disruption to Processor's business the Processor shall grant the Controller and its auditors access to the Processor's processing facilities necessary to conduct audits and inspections (subject to the reimbursement by the Controller of all costs reasonably incurred in the course of the same); and
- (i) immediately inform the Controller if, in its opinion, an instruction given by the Controller infringes UK Data Protection Legislation.

4.6 The Controller acknowledges that Processor is reliant on the Controller for direction as to the extent to which Processor is entitled to Process the Agreement Data. Consequently, the Processor will not be liable for any claim, action or otherwise brought by a Data Subject or Supervisory Authority arising from any action or omission by the Processor to the extent that such action or omission resulted directly from the Controller's instructions (or lack thereof).

4.7 The Controller shall hold harmless and indemnify the Processor against any losses, damages, fines, penalties, liabilities, expenses or costs incurred or suffered by the Processor arising from or in connection with

any instructions provided by the Controller.

Appendix

Data Processing Particulars

Subject Matter:	
Nature and Purpose:	
Duration of Processing:	
Types of Personal Data:	
Categories of Data Subject:	
Permitted Data Processors:	



