

CONTRACT ORDER FORM

This Contract Order Form is issued in accordance with the provisions of the Apprenticeship Training Provider Dynamic Marketplace (DMP) Agreement for the provision of **Apprenticeship Training Services** - Dated 30 April 2019.

The Supplier agrees to supply the Goods and/or Services specified below on and subject to the terms of this Contract.

For the avoidance of doubt this Contract consists of the terms set out in this Contract Order Form and the Contract Terms

Order Number	CPD4124120
From	Department for Levelling Up, Housing & Communities Fry Building, 2 Marsham Street London SW1P 4DF ("Department" or "Customer")
To	The University of Reading an independent corporation established by Royal Charter in England and Wales with number RC000665 Whiteknights House, PO Box 217, Whiteknights, Reading RG6 6AH ("Supplier")

1. CONTRACT PERIOD

1.1	Commencement Date	Order form deemed to have commenced on: 09 December 2021 Start Date of Programme: 25 October 2021
1.2	Expiry Date	Order form expiry date and expected programme end date (including EPA period): 10 August 2023 End of Practical Period of Programme: 10 March 2023
	Minimum written notice to Supplier in respect of extension:	3 months

2. SERVICES REQUIRED

2.1	<p>Services Required.</p> <p>APPRENTICESHIP TRAINING PROVIDER SERVICES / END POINT ASSESSOR SERVICES / BOTH.</p> <p>LOCATION</p> <p>APPRENTICESHIP TYPE AND SPECIFIC APPLICABLE INSTITUTE FOR APPRENTICESHIPS STANDARD</p> <p>NUMBER OF STUDENTS</p> <p>CLASS BASED</p> <p>ADDITIONAL SERVICES</p>	<p>Delivery of Apprenticeship Standards outlined at section 3.1 and as outlined in in Contract Schedule 2 (Goods and/or Services)</p> <p>Both required</p> <p>National delivery</p> <p>Level 7 MSc Management for Future Leaders - Senior Leaders Masters Degree Apprenticeship</p> <p>2</p> <p>Minimum number: 2</p> <p>Training to be a blended approach</p> <p>N/A</p>
-----	---	---

3. CONTRACT PERFORMANCE

3.1	Required Apprenticeship Standard [ie the required apprenticeship course]	Level 7 MSc Management for Future Leaders - Senior Leaders Masters Degree Apprenticeship
-----	--	--

3.1	Quality Standards	Continued adherence to the relevant Institute for Apprenticeships industry standard. (www.instituteforapprenticeships.org/) ESFA registration and accreditation. General industry good practice
-----	-------------------	--

4. PAYMENT

4.1	Contract Charges	Total Contract Charges = based on contracted numbers = £22,730 excluding VAT <u>Contract Charges comprises:</u> [REDACTED]
4.2	Payment terms/Profile	Payment to be made in accordance with the current in force ESFA funding rules. Further additional terms in Annex 2 of Contract Schedule 3
4.3	Customer billing address	Payments will be made via the ESFA's digital apprenticeship service levy-funding system. Resits paid for by the Customer Customer billing information: [REDACTED]

5. LIABILITY AND INSURANCE

5.1	Suppliers limitation of Liability	In Clause 25 of the Contract Terms As per 25.3 the liability is equal to the sum equal to one hundred and fifty per cent (150%) of the Total Contract Charges.
5.2	Insurance	(Clause 26 of the Contract Terms): Professional Indemnity Insurance cover of £1 million any one claim. Public Liability Insurance cover of £1 million any one claim. Employers Liability insurance cover of £5 million any one claim.

FORMATION OF CONTRACT

By signing and completing this Contract Order Form the Supplier and the Customer agree to enter into a binding contract governed by the terms of this Contract Order Form which includes Annex 1.

For and on behalf of the Supplier:

Name and Title	[REDACTED]
Date	07 October 2022

For and on behalf of the Customer:

Name and Title	[REDACTED]
Date	07 October 2022

Annex 1

Processing Personal Data and Data Subjects

1. The contact details of the Customer's Data Protection Officer are: [REDACTED]
2. The contact details of the Supplier's Data Protection Officer are: [REDACTED]
3. The Parties agree that the provisions in this Annex 1 shall constitute the requirements for Contract Schedule 7: Processing Personal Data and Data Subjects of the Contract and shall replace the provisions in clauses 23.25 – 23.39 of the Contract.

Description	Details
Identity of the Controllers	The Parties acknowledge that for the purposes of the Data Protection Legislation, the Customer and the Supplier are two independent Controllers.
Subject matter of the processing	The subject matter of the Processing is Personal Data in relation to apprentices, prospective apprentices, former apprentices and other employees of the Customer in relation to the provision of apprenticeships by the Supplier.
Duration of the processing	Each Controller shall Process the Personal Data for such duration as is necessary for each to meet its obligations under this Contract and/or to meet their regulatory and compliance obligations.
Nature and purposes of the processing	<p>The Supplier as Controller:</p> <p>The Supplier will Process the Personal Data provided to it by the Customer in relation to its provision of apprenticeship services which shall include an assessment of a prospective apprentice's suitability to be a student on a programme delivered by the Supplier, including an assessment of academic ability and, for the duration of any such programmes, the administration of the programmes and the monitoring, assessment, recording and reporting of apprentices' academic progress and academic achievements, together with the support of apprentices' training, health, safety and welfare requirements, administration of the financial aspects of the apprentice's relationship with the Supplier, and the monitoring of the Supplier's responsibilities in respect of all legislation and regulatory and compliance obligations. The Supplier will share the Personal Data with the ESFA, its regulatory or accrediting bodies and such of its subcontractors as required to meet its obligations under the Contract and/or deliver the programme. The data will not be used for other purposes such as marketing or the raising of donations.</p> <p>The Customer as Controller:</p>

	<p>The Customer will Process the Personal Data provided by the Supplier in relation to prospective apprentices and its apprentices to enable it to support the apprentices in their applications in and participation in the programmes and in the delivery of on-the-job training and mentoring, and in respect of all legislation and regulatory and compliance obligations, including but not limited to the requirements of the ESFA Rules.</p>
Type of Personal Data being Processed	<ul style="list-style-type: none"> • Name • Data of Birth/Age • Postal Address(es) (to include postcodes) • Contact telephone(s) • Email address(es) • Unique Identifiers (to include: Student ID numbers, Staff ID numbers, Passport numbers, National Insurance numbers, Unique applicant ID numbers, Unique Learner Numbers) • Location Data • Images of individuals, including CCTV, photos • Economic/financial data (relating to an identifiable individual) • Nationality/Domicile • Ethnicity • Mental Health (status, conditions, to include disability) • Physical Health (status, conditions, to include disability) • Dietary requirements • Sexual Orientation/Sexual life • Religious or philosophical beliefs • Criminal Convictions and offences (to include alleged offences and convictions) • Academic, educational and vocational qualifications • Educational records including but not limited to records held by the University and other education providers • Counselling records • Pastoral records, including Extenuating Circumstances Forms • Disciplinary records • Training records • Employment records to include CV's, references
Categories of Data Subject	<ul style="list-style-type: none"> • Prospective, current and former apprentices • Employees of the Supplier and of the Customer (other than apprentices) (names, addresses, job titles and contact information only)
Additional Instructions	<p>1. Each Controller acknowledges that the factual arrangements between them dictate the role of each Controller in respect of the Data Protections Legislation. Notwithstanding the foregoing, each Controller agrees that the nature of the Processing under this Contract will be as follows:</p>

	<p>(a) the Parties shall each Process the Personal Data:</p> <p>(b) each Party shall act as an independent Controller in respect of the Processing of the Personal Data on its own behalf and in particular each shall be a Controller of the Personal Data as follows:</p> <p>(i) the Supplier shall be a Controller where it is Processing Personal Data in relation to the delivery of the apprenticeship programme; and</p> <p>(ii) the Customer shall be a Controller where it is Processing Personal Data in relation to the employment of the apprentice and the provision of its obligations in respect of the apprenticeship as set out in this Contract.</p> <p>2. Each Controller shall in relation to the Processing of Personal Data comply with its respective obligations under the Data Protection Legislation.</p> <p>3. Without limiting the generality of the obligation set out in point (2) above, in particular, each Controller shall:</p> <p>(a) where required to do so make due notification to the Information Commissioner's Office;</p> <p>(b) ensure it is not subject to any prohibition or restriction which would:</p> <p>(i) prevent or restrict it from disclosing or transferring the Personal Data to the other Party as required under this Contract;</p> <p>(ii) prevent or restrict it from granting the other Party access to the Personal Data as required under this Contract; or</p> <p>(iii) prevent or restrict either Party from Processing the Personal Data as envisaged under this Contract;</p> <p>(c) ensure that all fair processing notices have been given (and/or, as applicable, consents obtained) and are sufficient in scope to enable each Party to Process the Personal Data as required in order to obtain the benefit of its rights and to fulfil its obligations under this Contract in accordance with the Data Protection Legislation;</p> <p>(d) ensure that appropriate technical and organisational security measures are in place sufficient to comply with at least the obligations imposed on the Controller regarding the security of Personal Data as set out in the Data Protection Legislation (including, in particular, the measures set out in Article 32(1) of the GDPR (taking due account of the matters described in Article 32(2) of the GDPR)) and where requested provide to the other Party evidence of its compliance with such</p>
--	--

	<p>requirements promptly, and in any event within forty-eight (48) hours of the request;</p> <p>(e) notify the other Party promptly, and in any event within 5 Working Days of receipt of any Data Subject Request or correspondence from the Information Commissioners' Office which relates directly or indirectly to the Processing of Personal Data under, or in connection with, this Contract and together with such notice, provide a copy of such Data Subject Request or correspondence from the Information Commissioner's Office to the other Party and reasonable details of the circumstances giving rise to it. In addition to providing the notice referred to in this paragraph 3(e), each Party shall provide the other Party with all reasonable co-operation and assistance required by the other Party in relation to any such Data Subject Request or correspondence from the Information Commissioner's Office;</p> <p>(f) use reasonable endeavours to notify the other Party if it is obliged to make a disclosure of any of the Personal Data under any statutory requirement, such notification to be made in advance of such disclosure or immediately thereafter unless prohibited by law;</p> <p>(g) take reasonable steps to ensure the reliability of any of its personnel who have access to the Personal Data;</p> <p>(h) not do anything which shall damage the reputation of the other Party or that Party's relationship with the Data Subjects;</p> <p>(i) not transfer any Personal Data it is processing to a country, territory or jurisdiction outside of the European Economic Area other than in accordance with the Data Protection Legislation; and</p> <p>(j) hold the information contained in the Personal Data confidentially and under at least the conditions of confidence as such Party holds Personal Data Processed by it other than the Personal Data.</p>
--	--