Teach First Leadership Development Programme

Wales Initial Teacher Training Provider 2017 Cohort (2017 – 2019)

Pre-Qualification Questionnaire:

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| **Contact details** |
| Full legal name of the Provider |  |
| Website |  |
| Individual contact details:* Name
* Job title
* Email address
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| **Requirements for providers (please tick yes or no for each requirement)** (Pre-qualification) |
| Accreditation to provide ITT in WalesSignificant prior experience of / involvement in delivery of employment-based routes to QTS Ability to provide, and validate by 31 March 2017, a Postgraduate Diploma in EducationAbility and experience in supporting schools in areas of economic deprivation and/or in an Estyn category | 🞏 Yes 🞏 No🞏 Yes 🞏 No🞏 Yes 🞏 No🞏 Yes 🞏 No |
| Would you wish to sub-contract other institutions to deliver the above? | 🞏 Yes 🞏 No |
| If so please provide details of partners below: |
|  |

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| **Estyn inspections and findings** |
| When was the last Estyn Inspection of your institution’s PGCE, employment-based and other ITT provisions? |  |
| What was the result of those inspections? |  |
| Are you happy for us to contact you to discuss the findings of the inspection, and how it has informed your work?  | 🞏 Yes 🞏 No |

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| **Confidentiality** |
| Please read the following Non-disclosure Agreement (Pages 3 - 8). By ticking this box you are accepting the terms of this NDA. | 🞏 Accept  |

**Non-Disclosure Agreement**

#### This Non-Disclosure Agreement is made on the date this PQQ is submitted

#### BETWEEN

1. **Teach First**

Company limited by guarantee with registered company number: 04478840, Registered charity number: 1098294 (England and Wales), Registered office: 4 More London Riverside, London, SE1 2AU (“**Teach First**”);

and

1. The organisation listed above(the **“Recipient”**).

**Background:**

Teach First wishes to disclose certain confidential information to the Recipient, and wishes to ensure that the Recipient maintains the confidentiality of Teach First’s Confidential Information.

In consideration of the benefits to the parties of disclosing and receiving the Confidential Information, the parties have agreed to comply with the following terms in relation to the use and disclosure of Confidential Information.

**IT IS AGREED AS FOLLOWS**

1. DEFINITIONS
	1. In this Agreement the following words and phrases shall have the following meanings unless the context requires a different meaning:

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| “**Business Day**” | A day (other than a Saturday, Sunday or public holiday) when banks in London are open for business; |
| “**Confidential Information**” | All confidential information (however recorded or preserved) disclosed or made available, directly or indirectly, by Teach First or its Representatives to the Recipient and its Representatives including but not limited to:1. The fact that discussions and negotiations are taking place concerning the Purpose and the status of those discussions and negotiations;
2. Any information that is not in the public domain (except as a result of the Recipient’s breach of this Agreement) and which relates to the affairs of Teach First (including but not limited to any personal data, photographs, information or evaluations regarding grant applications and distributions, contact persons, pupils, pupil scores, participant and ambassador data, suppliers and customers, supporters, development programmes and data, research data, planning data, experience data, business processes, methods, know-how and any other confidential information, knowledge of data used or useful in conducting the operations of Teach First and its associated companies); and
3. Any information or analysis derived from the Confidential Information,

but not including any information which is or generally becomes available to the public (other than as a result of its disclosure by the Recipient in breach of this Agreement), or any information which was available to the Recipient on a non-confidential basis prior to disclosure by Teach First, or any information which was lawfully in the possession of the Recipient before the information was disclosed by Teach First;  |
| “**Group**” | In relation to a company, that company, each and any subsidiary or holding company of that company;  |
| “**Holding company**” and “**subsidiary**” | Means a “holding company” and “subsidiary” as defined in the Companies Act 2006; |
| “**Purpose**” | To understand the LDP and ITB; |
| “**Representatives**” | Employees, agents and any other authorised representatives of the Recipient. |

* 1. In this Agreement, where the context so requires, the singular includes the plural and vice-versa; and references to statutory provisions include any provisions that amend, replace or supplement them.
	2. Clause, schedule and paragraph headings shall not affect the interpretation of this Agreement.
	3. Any reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension or re-enactment.
1. OBLIGATIONS OF THE RECIPIENT
	1. The Recipient shall keep Teach First’s Confidential Information confidential and, except with the prior written consent of Teach First shall:
		1. not use or exploit the Confidential Information in any way except for the Purpose;
		2. not disclose or make available the Confidential Information in whole or in part to any third party, except as expressly permitted by this Agreement;
		3. not copy, reduce to writing or otherwise record the Confidential Information except as strictly necessary for the Purpose (and any such copies, reductions to writing and records shall be the property of Teach First);
		4. not use, reproduce, transform, or store the Confidential Information in an externally accessible computer or electronic information retrieval system or transmit it in any form or by any means whatsoever outside of its usual place of business;
		5. apply the same security measures and degree of care to the Confidential Information as the Recipient applies to its own confidential information, which the Recipient warrants as providing adequate protection from unauthorised disclosure, copying or use; and
		6. keep a written record of any document or other Confidential Information received from Teach First in tangible form, as well as any copy made of the Confidential Information.
	2. The Recipient may only disclose Teach First’s Confidential Information to those of its Representatives who need to know this Confidential Information for the Purpose, provided that:
		1. it informs its Representatives of the confidential nature of the Confidential Information before disclosure;
		2. it procures that its Representatives shall, in relation to any Confidential Information disclosed to them, comply with this Agreement as if they were the Recipient and, if Teach First so requests, procure that any relevant Representative enters into a confidentiality agreement with Teach First on terms equivalent to those contained in this Agreement; and
		3. it shall at all times be liable for the failure of any Representative to comply with the terms of this Agreement.
	3. The Recipient may disclose Confidential Information only to the extent required by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives Teach First as much notice of such disclosure as possible.
	4. The Recipient shall establish and maintain adequate security measures (including any reasonable security measures proposed by Teach First from time to time) to safeguard the Confidential Information from unauthorised access or use.
2. RETURN OF INFORMATION
	1. At the request of Teach First, the Recipient shall promptly:
		1. destroy or return to Teach First all documents and materials (and any copies) containing, reflecting, incorporating, or based on Teach First's Confidential Information;
		2. erase all of Teach First’s Confidential Information from its computer systems; and
		3. certify in writing to Teach First that it has complied with the requirements of this clause, provided that the Recipient may retain documents and materials containing, reflecting, incorporating, or based on Teach First's Confidential Information to the extent required by law or any applicable governmental or regulatory authority, and to the extent reasonable to permit the Recipient to keep evidence that it has performed its obligations under this Agreement. The provisions of this Agreement shall continue to apply to any documents and materials retained by the Recipient.
	2. If the Recipient develops or uses a product or a process which, in the reasonable opinion of Teach First, might have involved the use of any of Teach First’s Confidential Information, the Recipient shall, at the written request of Teach First, supply to Teach First information reasonably necessary to establish that Teach First’s Confidential Information has not been used or disclosed in order to develop or use that product or process.
	3. No party shall make, or permit any person to make, any public announcement concerning this Agreement or the Purpose without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed) except as required by law or any governmental or regulatory authority or by any court or other authority of competent jurisdiction.
3. RESERVATION OF RIGHTS AND ACKNOWLEDGEMENT
	1. Teach First reserves all rights in its Confidential Information. No rights, including but not limited to intellectual property rights, in respect of Teach First’s Confidential Information are granted to the Recipient and no obligations are imposed on Teach First other than those expressly stated in this Agreement. In particular, nothing in this Agreement shall be construed or implied as obliging Teach First to disclose any specific type of information under this Agreement, whether Confidential Information or not.
	2. Except as expressly stated in this Agreement, Teach First does not make any express or implied warranty or representation concerning its Confidential Information, or the accuracy or completeness of the Confidential Information.
	3. The disclosure of Confidential Information by Teach First shall not form any offer by, or representation or warranty on the part of, Teach First to enter into any further agreement.
	4. The Recipient acknowledges that damages alone would not be an adequate remedy for the breach of any of the provisions of this Agreement. Accordingly, without prejudice to any other rights and remedies it may have, Teach First shall be entitled to the granting of equitable relief (including without limitation injunctive relief) concerning any threatened or actual breach of any of the provisions of this Agreement.
4. INDEMNITY
	1. The Recipient shall indemnify and keep fully indemnified Teach First at all times against all liabilities, costs (including legal costs on an indemnity basis), expenses, damages and losses including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and other reasonable costs and expenses suffered or incurred by Teach First arising from any breach of this Agreement by the Recipient and from the actions or omissions of any Representative of the Recipient.
5. TERM AND TERMINATION
	1. If either party decides not to become involved in the Purpose with the other party it shall notify the other party in writing immediately.
	2. The obligations of each party shall, notwithstanding any earlier termination of negotiations or discussions between the parties in relation to the Purpose, continue for the later of: (i) five years after either party indicates in writing to the other party that discussions in relation to the Purpose have concluded; or (ii) five years from the date of this Agreement.
	3. Termination of this Agreement shall not affect any accrued rights or remedies to which Teach First is entitled.
6. ENTIRE AGREEMENT AND VARIATION
	1. This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous drafts, agreements, arrangements and understandings between them, whether written or oral, relating to its subject matter.
	2. Each party agrees that it shall have no remedies in respect of any representation or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that its only liability in respect of those representations and warranties that are set out in this Agreement (whether made innocently or negligently) shall be for breach of contract.
	3. No variation of this Agreement shall be effective unless it is in writing and signed by each of the parties (or their authorised representatives).
7. NO WAIVER
	1. Failure to exercise, or any delay in exercising, 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 preclude or restrict any further exercise of that or any other right or remedy.
	2. No single or partial exercise of any right or remedy provided under this Agreement or by law shall preclude or restrict the further exercise of that or any other right or remedy.
8. ASSIGNMENT
	1. Except as otherwise provided in this Agreement, no party may assign, sub-contract or deal in any way with, any of its rights or obligations under this Agreement or any document referred to in it, save that Teach First may assign its rights under this Agreement to any entity in its Group on prior written notice to the Recipient.
9. NOTICES
	1. Any notice or other communication required to be given under this Agreement, shall be in writing and shall be delivered personally, or sent by pre-paid first class post or recorded delivery or by commercial courier, to each party required to receive the notice or communication at its address as set out below:
		1. Teach First: Company Secretary, 4 More London Riverside, London, SE1 2AU (with a copy by email to gbudd@teachfirst.org.uk).
		2. Recipient’s registered office.
	2. Any notice or other communication shall be deemed to have been duly received:
		1. if delivered personally, when left at the address and for the contact referred to in this clause; or
		2. if sent by pre-paid first class post or recorded delivery, at 9.00 am on the second Business Day after posting; or
		3. if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.
	3. A notice required to be given under this Agreement shall not be validly given if sent by e-mail.
10. NO PARTNERSHIP
	1. Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, nor authorise any party to make or enter into any commitments for or on behalf of any other party.
11. THIRD PARTY RIGHTS
	1. Except as provided in this [clause](http://uk.practicallaw.com/5-384-0493?source=relatedcontent#a558612) 12, this Agreement is made for the benefit of the parties to it and their successors and permitted assigns and is not intended to benefit, or be enforceable by, anyone else.
	2. This Agreement is made for the benefit of Teach First and its Group from time to time, and any entity in Teach First’s Group may enforce this Agreement as if they were Teach First and a party to this Agreement.
	3. The parties may terminate, rescind or vary this Agreement without the consent of any person who is not a party to this Agreement.

1. GOVERNING LAW AND JURISDICTION
	1. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
	2. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

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