1. **Seetec Business Technology Centre Limited**

**(Seetec)**

**And**

**(2)   XXXXXXXXX
(the Supplier)**

THIS AGREEMENT is made on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

BETWEEN

Seetec Business Technology Centre Limited, a company incorporated in England and with the registered number 02291188 whose registered office is at 75/75 Main Road, Hockley, Essex, SS5 4RG (**“SEETEC”**)

and

[INSERT COMPANY NAME] a company incorporated in England and with the registered number [INSERT REGISTERED NUMBER] whose registered office is at [INSERT REGISTERED ADDRESS] (**“the Supplier”**)

(each “Party” and together the “Parties”).

**Background:**

1. The aim of this agreement is for the Supplier to deliver services across the UK arm of the SEETEC Group. Referrals may come from the Employability, Business & Training or Communities & Education business units, which trade under the following names:
* Seetec Business Technology Centre (SBTC)
* Seetec Pluss Ltd
* Pluss CIC
* Tribal Business Solutions

SEETEC envisages most referrals to be generated from Seetec Pluss, through the Restart Scheme. However, under this agreement, any SEETEC business area will be able to utilise the services.

1. SEETEC wishes to subcontract the provision of certain services to the Supplier on the terms set out in this Agreement.
2. The Supplier is in the business of providing the Services the same as those listed in Schedule 1 and is willing and able to provide its services to SEETEC for the period contemplated by this Agreement;
3. SEETEC has offered and the Supplier has accepted engagement, on the terms set out in this Agreement, to provide services to SEETEC as set out in Schedule 1 hereof.
4. The Parties agree that there are no guarantees nor volumes associated with the Goods and Services to be provided under this Agreement.

**IT IS THEREFORE AGREED** as follows**:**

1. **Commencement:**
	1. This Agreement shall be deemed to commence on DD Month Year (“the Commencement Date”) and continue in full force and effect until terminated in accordance with Paragraph 12 of this Agreement.
2. **Interpretation**
	1. In this Agreement the expressions set our below have the definitions following them:

**“Agreement”** means the terms and conditions set out herein, and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Parties.

**“Authority”** means the Secretary of State for Justice

**“Data Protection Legislation”** means any applicable Law relating to the processing, privacy, and use of Personal Data including the Data Protection Act 2018 and the Privacy and Electronic Communications (EC Directive) Regulations 2003; and/or the Regulation of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (“GDPR”), and/or any corresponding or equivalent national laws or regulations;

**“Confidential Information”** means all information or data (including oral and visual data and all information and data recorded in writing or in any other medium or by any other method) relating to a party including but not limited to any information relating to a party’s operations, processes, plans, intentions, product information, know how, design rights, trade secrets, software, market opportunities, customers, suppliers and business affairs;

**“FOIA” means the** Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation in relation to this Agreement.

**“Force Majeure”** means any cause or circumstance beyond a party’s control which cannot reasonably be prevented by the taking of steps which could reasonably be expected to be taken;

**“Goods”** means tangible items to be provided to SEETEC by the Supplier (including any instalment of the goods or any part of them) described in the Schedule 1;

**“Key Performance Indicators”** means the performance indicators the Supplier will be managed against and as described in Schedule 2

**“Parties”** means SEETEC and the Supplier;

**“Party”** means SEETEC or the Supplier;

**“Personal Data”** shall have the same meaning as set out in the GDPR or replacement legislation

**“Price”** means the price of the Goods and/or the charge for the Services;

**Prohibited Act”** means to directly or indirectly offer, promise or give any person working for or engaged by Seetec, a Contracting Body and/or the Authority a financial or other advantage to: induce that person to perform improperly a relevant function or activity; or reward that person for improper performance of a relevant function or activity; or committing any offence: under the Bribery Act 2010; or under legislation creating offences concerning fraudulent acts; or at common law concerning fraudulent acts relating to this Agreement or any other contract with the Seetec and/or Contracting Body and/or any Other Contracting Body; or defrauding, attempting to defraud or conspiring to defraud Seetec and/or a Contracting Body and any Other Contracting Body related to this Agreement.

**“Services”** means all services (including any part of them), management, personnel, training, research and reporting as described in the Schedule 1;

**“Specification”** includes any plans, drawings, data or other information relating to the Goods and/or the Services.

**“Supplier”** means the entity responsible for providing the Goods and/or the Services as stated in the Schedule 1;

**“Staff”** means

**“Works”** means all records, reports, documents, papers, drawings, designs, transparencies, photos, graphics, logos, typographical arrangements, software, invention, idea, discovery, development, improvement or innovation and all other materials in whatever form, including but not limited to hard copy and electronic form, prepared by the Supplier in the provision of the Goods and/or Services.

* 1. **In this Agreement:**

2.2.1 referencesto a party include references to its successors and assigns (legal and equitable) which will be deemed to be a party to this Agreement;

* + 1. references to a party means any party to this Agreement and references to a third party means any person who is not a party to this Agreement;
		2. references to a person means any individual, body corporate, unincorporated association or body (including joint venture or partnership), government, public, local or municipal authority or international organisation;
		3. references to any statute or statutory provision include a reference to that statute or statutory provision as from time to time amended, extended or re-enacted and any subordinate legislation made from time to time under that statute or statutory provision;
		4. references to any document being in an agreed form are to that document in the form signed by or on behalf of the parties for identification;

2.2.6 references to recitals, clauses and schedules are to recitals, clauses and schedules of this Agreement unless otherwise specified;

* + 1. the Schedule forms part of this Agreement;
		2. if there is any conflict between any of the provisions of this Agreement and those contained in the Proposal for the provision of the Services to SEETEC and/or the Supplier Terms and Conditions the provisions of this Agreement shall prevail;
		3. if there is any conflict between any of the provisions of this Agreement the conflict shall be resolved in the following order of priority:

(a) the clauses of this Agreement;

(b) any Schedules contained within this Agreement;

(c) the recitals of this Agreement;

* + 1. any undertaking by a party not to do any act or thing shall be deemed to include an undertaking not to permit or suffer the doing of that act or thing;
		2. “holding company”, “subsidiary” and “wholly-owned subsidiary” have the meanings given to them by section 736 of the Companies Act 1985;
		3. a company is an “associated company” of another company if that other company holds 20% or more of the voting rights exercisable at general meetings of the first company, on all, or substantially all, matters;
		4. “control” has the meaning given by section 840 of the Income and Corporation Taxes Act 1988;
		5. the headings are used for ease of reference only and shall not affect the interpretation of this Agreement;
		6. words in the singular shall include the plural and vice versa and words in the masculine shall include the feminine and vice versa; and
		7. where any general words are used in this Agreement, the interpretation of such words shall not be limited by reference to the subject matter in the context of which they are used.
	1. A person who is not a party to this Agreement has no right under The Contracts (Rights of Third Parties) Act 1999 but this does not affect any right or remedy of a third party which exists or is available apart from that Act.
1. **Basis of Purchase**
	1. This Agreement shall apply to the exclusion of any other terms and conditions which the Supplier has sought to or subsequently seeks to impose on SEETEC.
	2. No variation to this Agreement shall be binding unless agreed in writing between the authorised representatives of each of the Parties.
	3. The Parties agree that there are no volume commitments nor a minimum contract value in relation to this Agreement.
2. **Specification**
	1. The Supplier shall comply with all applicable regulations and/or other legal requirements concerning the performance of the Services.
3. **Price and Payment**
	1. The Price of the Services shall be as stated in Schedule 4 and unless stated otherwise, shall be inclusive of all charges other than Value Added Tax.
	2. No increase in the Price may be made (whether on account of increased material, labour or transport costs, fluctuation in rates of exchange or otherwise) without the prior consent of SEETEC in writing.
	3. The Supplier's official invoice should be sent promptly to SEETEC after delivery of the Services, as the case may be, to the address as advised by SEETEC and unless otherwise instructed and must show:
* SEETEC’s purchase order number;
* an Invoice number;
* a full description of the Services;
* full details of prices; and
* any discount allowed.
	1. Unless otherwise stated in this Agreement or agreed in writing, the payment of the Price will be made within 30 days of receipt of a correct invoice, and upon the confirmation by SEETEC that the Goods and/or the Services have been provided to SEETEC’s reasonable satisfaction.
	2. Value Added Tax, where applicable, shall be shown separately on all invoices.
	3. The Supplier shall issue all invoices for the Price of the Services within three months of the charges becoming due. If the Supplier fails to issue an invoice within three months of the charges becoming due, SEETEC may send a written final request for the invoice. If the Supplier fails to issue the invoice within one month of the date of the letter making a final request for the invoice, the invoice shall become invalid and SEETEC shall not be under any obligation to pay the charges.  Furthermore, the Supplier shall indemnify SEETEC against any claims that may be raised to SEETEC for payment of any invoices that are not raised within six months of the charges becoming due.
1. **Supplier Obligations**
	1. The Services shall be performed in accordance with the specification detailed in Schedule 1 and to achieve the key performance indicators detailed in Schedule 2, and/or as amended from time to time and shall comply at all times with;
		1. Data Protection Legislation
		2. Confidentiality provisions as set out in this Agreement
		3. All applicable laws and legislation
	2. The Supplier shall carry out the provision of Services in an expert and diligent manner using all reasonable care and attention in accordance with good industry standard and to promptly and faithfully comply with and observe any and all lawful and proper requests which may be made by SEETEC (or by such other person or persons as they may nominate from time to time under this Agreement) and: -
		1. in case of illness, accident, absence on leave or any other reason preventing the performance of the Services by any of its staff, the Supplier shall immediately upon becoming aware of such an event, notify SEETEC of such illness, accident, absence on leave or other reason;
		2. without charge to SEETEC correct any defective work carried out as part of or comprising the Services;
		3. use its reasonable endeavours to ensure that the provision of the Services does not infringe any third party’s Intellectual Property Rights or copyright and hereby indemnifies and keeps SEETEC indemnified against any infringement of any third-party rights in such that may occur;
		4. will not perform any act likely to prejudice the operation of SEETEC’s systems or the efficiency of SEETEC’s business and in particular, not to install on SEETEC's computer equipment and/or systems any equipment, software or electronic files or anything else that are not authorised in advance by SEETEC; and
		5. ensure that any employees and/or staff (and/or consultants and/or sub-contractors where applicable) meet and continue to comply with all relevant legislative requirements necessary to enable each and every one of them to deliver the Services to the standard set out above. This will include, (but in no-way be limited to) ensuring that the relevant individuals are entitled to work within the United Kingdom and that they satisfy any and all relevant checks as to their suitability to deliver the Services such as appropriate security vetting and Safeguarding checks.

6.3 If the Services are not performed on the due date then (unless the reason for such delay is for reasons outside the Supplier’s reasonable control), without prejudice to any other remedy, SEETEC shall be entitled to deduct from the Price or, if SEETEC has already paid the Price, to claim from the Supplier an amount equal to the additional costs directly incurred (and reasonably evidenced) by SEETEC as a result of the delay.

6.4 Since the Supplier is likely to obtain in the course of providing the Services Confidential Information of SEETEC and personal knowledge of and influence over SEETEC’s clients, the Supplier agrees that neither it nor any of its employees, staff, consultants and/or sub-contractors shall during the period of this Agreement and for twelve months after its termination directly or indirectly:

* + 1. interfere or seek to interfere in any contract between SEETEC and any third party; and/or
		2. solicit or seek to solicit any person, firm or company to terminate or alter any contractual relationship between them and SEETEC; and/or
		3. discourage any person, firm or company from entering into contractual relations with SEETEC; and/or
		4. make any disparaging remarks about SEETEC and/or any of its directors or managers; and/or
		5. approach, employ (other than by way of a genuine response to a recruitment advertisement) or solicit any person who has during the previous 12 months been an employee of or the supplier to SEETEC without the prior written approval of SEETEC
	1. The Supplier shall:
		1. ensure that all staff, are employed on the condition that they are permitted to work in the UK, and;
		2. notify SEETEC immediately if an employee is not permitted to work in the UK

# Assignment and Sub-Contracting

7.1 Neither party may assign nor sub-contract any of its rights or obligations under this Agreement without the other’s prior written consent, which shall not be unreasonably withheld, except to a subsidiary or holding company of it.

7.2 This clause 7 shall survive the expiry or termination of this Agreement and shall continue in force and effect.

# Quality Assurance

* 1. The Supplier shall operate a self-regulatory system of quality assurance and quality measures relating to the Agreement in addition to any quality requirements in Schedule 1 which ensures that the Services are provided in accordance with the requirements and key performance indicators (Schedule 2) of the Agreement and the Supplier shall check that information, data or software supplied pursuant to the Agreement is fit for the purpose.

# Document Retention

9.1 Unless directed otherwise by SEETEC under clause 9.3, all documentation produced for the Services shall be retained by the Supplier for the duration of the Services and, if applicable and may only be disposed of with prior written approval by SEETEC. The Supplier shall send copies of the documentation to SEETEC upon written request.

9.2 Subject to Clause 9.1 and 9.3, within 30 working days of date of termination or expiry, return or destroy any data or information, save that it may keep one copy of such data or information for a period as is necessary for such compliance

9.3 SEETEC will provide the Supplier with instructions for the return of all documentation related to the Services and the Supplier must comply with such instructions which may be revised by SEETEC from time to time.

# Warranties and Liability

* 1. The Supplier will maintain employers’ liability insurance, professional indemnity and public liability insurance, in each case with a reputable insurance company as authorised by the Financial Conduct Authority where applicable (or replacement organisation), providing the minimum cover as declared in the Suppliers onboarding Due Diligence return to SEETEC for the duration of the term of this Agreement. The Supplier shall provide evidence of such upon request by SEETEC.
	2. With exception to liability for death or personal injury, the liability of both Parties under this Agreement shall be limited to the Price of the Services and exclude any loss of profits, indirect losses or consequential losses, except for claims for which liability cannot be limited by law.
	3. The Supplier confirms that the Supplier or any person associated with it or the delivery of the Services;
		1. has not been convicted of any offence involving slavery and trafficking; or
		2. has not been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence regarding slavery and trafficking.

# Force Majeure

11.1 Subject to clauses 11.2 and 11.3, if a Force Majeure Event occurs which prevents or delays the performance of either party’s obligations under this Agreement:

11.1.1 the obligations of the party whose performance is prevented or delayed shall be suspended during the period that the Force Majeure Event continues; and

11.1.2 that party shall perform its obligations as soon as practicable following the termination of the Force Majeure Event.

11.2 Clause 11.1 does not apply unless the party claiming to benefit from that clause:

11.2.1 notifies the other of the Force Majeure Event and its consequences as soon as possible after it occurs;

11.2.2 promptly provides the other with any further information which the other requests about the Force Majeure Event or its consequences;

11.2.3 promptly takes any steps (except steps involving significant additional costs) which the other reasonably requires in order to reduce the other’s losses or risk of losses including bringing the Force Majeure Event to a close or finding a solution by which this Agreement may be performed despite the continuation of the Force Majeure Event.

11.3 If the Force Majeure Event continues for more than 30 consecutive days either party may terminate this Agreement immediately by written notice on the other. If this Agreement is terminated under this clause the Supplier shall be entitled to be paid a reasonable sum for all work performed before the date of termination (after deduction of any sums already paid by SEETEC to the Supplier).

# Termination

12.1 Either Party shall be entitled to terminate this Agreement without liability to the other by giving notice to other Party at any time if:

* The other Party makes any voluntary arrangement with its creditors or becomes bankrupt or becomes subject to an administration order or goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction); or
* a receiver is appointed, of any of the property or assets of the other Party; or
* the other Party ceases, or threatens to cease to carry on business; or
* either Party reasonably believes that any of the events mentioned above is about to occur in relation to other Party and notifies that Party immediately.

12.2 Either Party may terminate this Agreement at will on giving one months’ notice in advance at any stage during the term of this Agreement.

12.3 Upon such Termination by either party, SEETEC shall pay to the Supplier all of the Supplier’s outstanding unpaid invoices and, in respect of Services supplied but for which no invoice has been submitted, the Supplier may submit an invoice for delivered services, which shall be payable in accordance with the terms set out hereunder up to the date of effect of such notice. For the avoidance of doubt the Supplier will provide all those services paid for by SEETEC up until the date of effect of such Termination.

# Intellectual Property Rights

* 1. Where the performance of the Services directly results in the production of any new work(s) entitled to protection under the Copyright, Designs and Patents Act 1988, The Copyright (Computer Programs) Regulations 1992 or any amendment or addition thereto, the Supplier shall grant to SEETEC a worldwide, exclusive, irrevocable, fully paid up, royalty free licence to use, display and create derivative works and to sub-licence others to do the same, and otherwise deal in such work(s) in perpetuity.
	2. All pre-existing Intellectual Property Rights in the Services shall vest solely in the Supplier and the Supplier hereunder provides SEETEC with a non-exclusive licence to use (and provide its consultants and / contractors such rights) the Services in the United Kingdom during the Term of this Agreement.
	3. The Supplier shall not infringe any Intellectual Property Rights of any third party in supplying the Services

# Data protection/Confidentiality

* 1. The Parties agree to comply with all applicable data protection laws and regulations, including but not limited to the General Data Protection Regulation (GDPR) and the Data Protection Act (2018), ensuring that personal data shared under this agreement is processed lawfully, fairly and transparently. For the purposes of the Data Protection legislation, the Parties may be classified as a Controller, Processor. or Joint Controller.
	2. Where defined as Controllers, both parties shall obtain all the necessary consents from data subjects before sharing any personal data with the other party. This includes informing data subjects about the nature of the data being shared, the purpose of sharing, and their rights under applicable data protection laws.
	3. SEETEC may provide Personal Data to the Supplier together with such other information as may reasonably be required in order for the Supplier to provide the Services. Please refer to Schedule 5 – Processing of Personal Data.
	4. The Supplier shall not offshore any Personal Data provided or collected under this Agreement (as described in GDPR) outside the United Kingdom without the prior written consent of SEETEC, and where SEETEC gives consent, the Supplier shall comply with any reasonable instructions notified to it by SEETEC in relation to the Personal Data in question.
	5. The Supplier undertakes and warrants that it shall:

(a) process the Personal Data only in accordance with the Data Protection Legislation and the terms of this Agreement;

(b) process the Personal Data strictly in accordance with SEETEC’s lawful instructions as communicated to the Supplier in writing from time to time;

(c) ensure that only the Supplier personnel who may be required to assist it in meeting its obligations under this Agreement shall have access to the Personal Data; and

(d) have in place and shall maintain appropriate operational and technological processes and procedures to safeguard against any unauthorised access, loss, destruction, theft, use or disclosure of the Personal Data.

* 1. The Supplier shall not disclose the Personal Data to any third party, other than those engaged in provision of the Service or as required by operation of law.
	2. Subject to clause 14.7, the Supplier will assist SEETEC with all information requests which may be received from Data Subjects and use reasonable endeavours to enable SEETEC to comply with such requests, within the timescales for response (no later than one calendar month from receipt).
	3. Where the Parties act as Controllers each Party shall assist the other in responding to any request from a Data Subject to exercise any of their rights under applicable data protection laws,
	4. The Supplier will notify SEETEC of any Personal Data loss or breaches, within 24 hours of discovering or becoming aware of any such breach. The supplier will assist with SEETEC’s investigation of the incident and implementation of any corrective action as agreed by both parties. Data Breach or Security Incident Notifications should be sent to Seetec using the Event Reporting Form which is accessed using the following link: [https://seetec.co.uk/eventreporting](https://gbr01.safelinks.protection.outlook.com/?url=https%3A%2F%2Fseetec.co.uk%2Feventreporting&data=05%7C02%7CAndrew.Phipps%40seetec.co.uk%7Cc0a1def5a94a4e7f2f4008dc554e3b28%7Ccb7b6373cf9e401a9e8161a905b43a66%7C0%7C0%7C638479041680655064%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C0%7C%7C%7C&sdata=8HRypa0z1r68oN%2BiHCj9OMJPOx%2B8uIIqVc6XTbmaqng%3D&reserved=0).
	5. Neither party will disclose or use or cause to be disclosed or used, at any time during or subsequent to this Agreement, any secret or confidential information of the either party or any of its clients or companies or any other non-public information relating to the business, financial or other affairs of the other party acquired by it or its employees and/or staff and/or consultants and/or sub-contractors except as required by law.
	6. Where relevant, all notes, computer disks and tapes, memoranda, correspondence, records, documents and other tangible items made, used or held by the receiving party in the course of providing Services under this Agreement will be and remain at all times the property of the disclosing party. At any time, whether prior to or upon the termination or expiration of this Agreement, the receiving party shall deliver to the disclosing party all such tangible items which are in its possession or under its control relating to the disclosing party, its business affairs, companies and/or the Services and they may not make or retain copies.

# Dispute Resolution

15.1 The Parties shall use all reasonable endeavours to reach a negotiated resolution through the following procedures:

15.1.1 within 14 days of service of the notice, the applicable representatives of each of the Parties shall meet to discuss the dispute and attempt to resolve it;

15.1.2 if the dispute has not been resolved within 14 of the first meeting of the representatives, then the matter shall be referred to the chief executives (or persons of equivalent seniority) of each Party. The chief executives (or equivalent) shall meet within 14 days to discuss the dispute and attempt to resolve it.

15.2 he specific format for the resolution of the dispute under clause 1.1 shall be left to the reasonable discretion of the parties but may include the preparation and submission of statements of fact or of position.

15.3 If the dispute has not been resolved within 14 days of the first meeting of the chief executives (or equivalent) under clause 1.1, then the matter may be referred to mediation in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure. The mediator will be nominated by CEDR. To initiate the mediation a Party must give notice in writing to the other party to the dispute, referring the dispute to mediation.

15.4 The Parties agree to equally share the cost for the mediation process referred to in clause 1.3.

15.5 Until the Parties have completed the steps referred to in clauses 1.1 and 1.3, and have failed to resolve the dispute, neither Party shall commence formal legal proceedings or arbitration except that either Party may at any time seek urgent interim relief from the courts or emergency arbitrator relief.

# Security

16.1 SEETEC is engaged in a number of different types of business with different Government and private business and is therefore required to adhere to stringent Security requirements. SEETEC will advise the Supplier from time to time of such security requirements and any changes to those requirements and the Supplier shall abide by those requirements at all times during the provision of Services hereunder.

# Safeguarding

* 1. Both Parties hereby undertake and warrant that they will comply with all legislation relating to the protection of children and vulnerable adults and will at all times operate in accordance with SEETEC’s safeguarding policy, a copy of which is available to the Supplier upon request. In addition, the Supplier may be notified in writing of SEETEC’s requirement for the Supplier to provide evidence of having completed a successful DBS check prior to beginning the provision of Services under this Agreement.

# Right to Audit

18.1 SEETEC and/or its representatives shall have the right, at its own expense, to conduct an audit of the systems, processes, relevant books, records and accounts of the Supplier related to the delivery of the Services. Any audit will be conducted during normal business hours upon giving reasonable notice of the intent to conduct such an audit. In the event of such audit, the Supplier shall comply with the reasonable requests of SEETEC and its representatives and provide access to all systems, processes, books, records, accounts and relevant staff necessary to the audit.

# General

19.1 The Supplier hereby warrants and undertakes that they or its staff

19.1.1 have not been convicted or investigated or prosecuted in an act of bribery or corruption, are not being investigated in such and agree to abide by all laws regarding the prevention of bribery and corruption (such as the UK Bribery Act 2010).

19.1.2 committed a Prohibited Act or been formally notified that it is subject to an investigation or prosecution which relates to an alleged Prohibited Act; and/or

19.1.3 been listed by any Government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in Government procurement programmes or contracts on the grounds of a Prohibited Act

19.2 Any notice required or permitted to be given by either Party to the other Party under this Agreement shall be in writing addressed to that other Party.

19.3 No waiver by either Party of any breach of the Agreement shall be considered as a waiver of any subsequent breach of the same or any other provision.

19.4 If any provision of this Agreement is held to be invalid or unenforceable in whole or in part, the validity of the other provisions of this Agreement and the remainder of the provision in question shall not be affected.

19.5 Neither Party shall issue any press release or make any public statement concerning SEETEC, its employees, agents, councillors, the Goods and/or Services without the prior written consent of the other.

19.6 Signature of this Agreement will be deemed to bind both Parties to this Agreement and no Services shall be performed by the Supplier, its employees, agents or representatives, except in accordance therewith.

19.7 This Agreement and the Schedules contained within constitute the entire understanding between the Parties relating to the subject matter of the Agreement and, save as may be expressly referred to or referenced herein, supersede all prior representations, writings, negotiations or understandings with respect hereto, except in respect of any fraudulent misrepresentation made by either Party.

19.8 Unless explicitly stated otherwise herein, this Agreement does not confer any right enforceable against the Parties under the Contracts (Rights of Third Parties) Act 1999.

19.9 The Agreement is to be governed according to the laws of England and the Parties agree to submit to the exclusive jurisdiction of the English courts.

19.10 The Parties will each appoint a representative to be the primary point of contact in all matters relating to this Agreement:

|  |  |
| --- | --- |
| **Seetec** | **Supplier** |
| Name |  | Name |  |
| Position |  | Position |  |
| Email |  | Email |  |
| Tel |  | Tel |  |

**IN WITNESS** thereof this Agreement has been executed on the date first before written by the undersigned persons who are duly authorised by the respective party

|  |  |  |  |
| --- | --- | --- | --- |
| Name (Print): |  | Name (Print): |  |
| Signed: |  | Signed: |  |
| Date: |  | Date: |  |
| For and on behalf of the Seetec | For and on behalf of Supplier |

**Schedule 1**

**SERVICES**

The Supplier shall provide the Services set out in this Schedule 1, and meet all the requirements of, and perform all its obligations arising under or in connection and in accordance with this Agreement, good industry practice, and Applicable Law with effect from the Commencement Date.

|  |
| --- |
| Detailed and full description of the services to be inserted here, including where relevant;Services to be deliveredDelivery locations and addressesReferral processReferral criteriaKey documents (e.g. referral form, feedback form etc.) |

**Schedule 2**

**KEY PERFORMANCE INDICATORS**

The Suppliers performance will be measured and monitored as follows. This Schedule 2 may be amended by the SEETEC, from time to time, in writing. The Supplier is required to comply with the KPIs as reasonably requested by SEETEC.

|  |  |  |
| --- | --- | --- |
| **KPI / Service Level** | **Description** | **Target/Outcome** |
| 1 |  |  |
| 2 |  |  |
| 3 |  |  |
| 4 |  |  |
| 5 |  |  |

Populate as required (add / delete where not relevant)

**Schedule 3**

**MANAGEMENT INFORMATION**

The Supplier shall provide management information to the SEETEC as set out in this Schedule 3. This Schedule 3 may be amended by the SEETEC, from time to time, in writing. The Supplier is required to provide all information as reasonably requested by SEETEC.

|  |  |
| --- | --- |
| **Information/Data Required** | **Frequency** |
| Case Study Submissions  | Quarterly  |
| Monthly contract management meetings  | Monthly  |
|  |  |
|  |  |
|  |  |
|  |  |

Populate as required (add / delete where not relevant)

**Schedule 4**

**CHARGES**

SEETEC agrees to pay the charges detailed in this Schedule 4 in accordance with Clause 5 of this Agreement.

|  |  |
| --- | --- |
| **Service Description** | **Charge (Exclusive of VAT)** |
|  | £ per referral / month /other\* |
|  | £ per referral / month /other\* |
|  | £ per referral / month /other\* |
|  | £ per referral / month /other\* |
|  | £ per referral / month /other\* |

\*Note – for Spot Purchase Intervention agreements this should represent a per referral rate as no volume/revenue guarantees will apply

**Schedule 5**

PROCESSING OF PERSONAL DATA

Where the Supplier acts as a processor they shall comply with any further written instructions with respect to processing issued by Seetec (controller)

Any such further instructions shall be incorporated into this Schedule.

Where both parties act as a controller, any amendment to the processing of personal data must be agreed by both parties and incorporated into this Schedule.

Data Sharing will be limited to only what is necessary to fulfil each Party’s obligations for the delivery of the service.

This agreement does not govern or permit the sharing of personal data between the Parties for any other purpose.

|  |  |
| --- | --- |
| Description | Details |
| Subject matter of the processing | Provide details of the project/programme.Commissioners- fundingEligibility criteriaPurpose- specific aims – objectives -outcomes  |
| Duration of the processing | How long will the agreement last? – include duration here.Could there be an extension to the agreement? When should reviews of the information sharing covered by this agreement take place? |
| Nature and purposes of the processing | How will the data be shared/processed? i.e. a referral formFor what purpose? i.e. to confirm eligibility, register on programme, where will this data be stored? What additional information will be collected and stored during delivery of the service? Who will have access to the data? (Internal and external), include purpose for sharing/access.Who in each organisation can access the information?Will data be shared on a regular basis? Will this be anonymized? Purpose for sharing i.e. for evaluation and reporting.The lawful basis for processing the data.What technical and organizational measures are in place to ensure the security of the data? |
| Type of Personal Data | List the types of personal data that will be shared here: i.e.- name- Case Management System unique identifier or equivalent where required only- Address- Contact details – phone and emails- Date of birth (only to be shared where interventions are age specific)- Age (only to be shared where interventions are age specific)- Gender details (only to be shared where interventions are gender specific)<<DO NOT DELETE - Note: No Ethnicity, Health Condition or Disability information to be provided to the Supplier under this Agreement>> |
| Categories of Data Subject | List the categories of data subject here – who the service is for, aimed at, this will usually correspond to the eligibility criteria/requirements.  |
| Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data | Specify retention period here and whether data is to be returned or deleted. If a certificate of destruction is required.The Parties may continue to retain Shared Personal Data in accordance with any statutory or professional retention periods applicable to their business.  |