

**ITT PARTNERSHIP AGREEMENT**

**BETWEEN**

**UNIVERSITY OF WORCESTER**

**AND**

**[PLACEMENT SCHOOL]**

**September 2024**

## 1. Commencement and Duration of Agreement

1.1. This Agreement is dated the 1 September 2024

between

- i. University of Worcester (“the University”) of Henwick Grove, Worcester, WR2 6AJ; and
- ii. (“the Placement School”)

each “a party” and together “the parties”.

1.2. This Agreement shall commence on [1 September 2024] and shall continue until [31 August 2027] unless terminated before that time in accordance with the terms of this Agreement.

## 2. Background

2.1. The University is an accredited provider of ITT which provides ITT Programmes designed to enable trainee teachers to gain the relevant experience, knowledge and skills to meet the Teachers’ Standards and obtain QTS.

2.2. The Placement School has agreed to work with the University to support and provide trainee teachers with appropriate school placements to underpin the academic programme undertaken by Trainees.

2.3. .

## 3. Interpretation

3.1. In this Agreement the following words and expressions shall have the following meanings unless the context otherwise requires:

“Academic Year”	means the 12-month period from 1 September to 31 August;
“Data Protection Legislation”	means the UK Data Protection Act 2018 and the UK General Data Protection Regulation and any other laws relating to the protection of personal data and the privacy of individuals;
“General Mentor”	means a professional ITT mentor or an ITT mentor (both as defined in the Partnership Handbook) based at the Placement School;
“ITaP”	means intensive training and practice, as further detailed in clause 7;
“ITT”	means initial teacher training;
“ <a href="#">ITT Criteria</a> ”	means the initial teacher training criteria, quality requirements and supporting advice published from time to time by the DfE;
“ITT Programme”	means a University programme leading to an academic award and QTS, as set out in the Partnership Handbook;
“Lead Mentor”	means a member of University staff who carries out the role of lead mentor as defined in the Partnership Handbook;

“Law and Best Practice”	means all relevant UK law, regulatory requirements and best practice applicable to the subject matter of this Agreement from time to time in force;
“Lead Partner”	means the school/Trust acting as lead partner for the Regional Hub;
“Partnership Handbook”	means the handbook and associated documentation relating to the ITT Programmes, as issued by the University from time to time;
“Personal Data”	means personal data as defined in the Data Protection Legislation, namely any information relating to an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person;
“Phase”	means each phase of the ITT Programmes, either primary (postgraduate), secondary (postgraduate) or primary (undergraduate);
“Placement”	means a period of professional practice carried out by a Trainee at a Placement School;
“Programme Specification”	means the standard document presented and approved as part of the course approval process specifying (amongst other matters) aims and learning outcomes, admission and assessment requirements, the structure of the ITT Programme and any particular conditions to be met (e.g. professional, statutory or regulatory body requirements) for conferment of the relevant named award;
“QA Handbook”	means the information and guidance relating to quality assurance located on the University Institute of Education’s website.
“QTS”	means qualified teacher status;
“Teachers’ Standards”	means the standards which specify the minimum level of practice and conduct expected of Trainees and teachers as required by Regulation 6(8)(a) of the Education (School Teachers’ Appraisal) (England) Regulations 2012;
“Trainee”	means a trainee teacher registered on an ITT Programme;
“University Regulations”	means the University’s regulatory, policy and procedural documentation governing the development and delivery of an ITT Programme.

- 3.2. Any reference in this Agreement to “writing” includes a reference to facsimile, email or comparable means of communication.
- 3.3. Any reference in this Agreement to any provision of a statute will be construed as a reference to that provision as amended, re-enacted or extended at the relevant time, together with any secondary legislation made under it.
- 3.4. Any reference in this Agreement to any governmental, regulatory or other similar body will be construed as including a reference to any successor organisation.
- 3.5. The headings in this Agreement are for convenience only and will not affect its interpretation.
- 3.6. Words and expressions denoting the singular will, unless the context otherwise requires, include the plural, and vice versa.

#### **4. Overview**

- 4.1. Ultimate accountability for all aspects of the operation of the Regional Hub rests with the University as the accredited provider of ITT.
- 4.2. The University has established through its internal processes that the Placement School has the capacity to provide Placements. The number of Trainees undertaking Placements at the Placement School and the timing of those Placements will be agreed between the parties and the Lead Partner from time to time.
- 4.3. Each Trainee will be registered as a student of the University on an ITT Programme designed to enable the Trainee to achieve the Teachers’ Standards through University-based study, assessed assignments, self-study and the development of teaching skills in schools.
- 4.4. The structure and content of each ITT Programme will be set out in the Partnership Handbook.
- 4.5. In the performance of its obligations under this Agreement, each party will comply with the [ITT Criteria](#).

#### **5. Obligations of the University**

- 5.1. The University has overall responsibility for all aspects of training design, delivery and quality and for ensuring that the ITT Programmes comply with the ITT Criteria.
- 5.2. The University is responsible for the development of the mentor curriculum and for providing training to General Mentors and Lead Mentors to enable them to carry out their role.
- 5.3. The University will appoint Lead Mentors and will ensure that any person appointed as a Lead Mentor undertakes 30 hours of initial mentor training and 12 hours of annual refresher training as set out in the Partnership Handbook.
- 5.4. To support the delivery of the Placements, the University, in partnership with the Lead Partner school as applicable, will:
  - 5.4.1. carry out DBS enhanced disclosure and any other appropriate background checks on each Trainee, in addition to fitness to practise assessments, prior to the Trainee commencing their Placement;
  - 5.4.2. provide Trainees with relevant information prior to their Placement including the requirement to abide by Placement School policies and procedures during their placement;

- 5.4.3. carry out visits to Trainees during their Placement and work with General Mentors and other relevant Placement School staff in order to maintain a consistent and co-ordinated approach to monitoring achievement;
  - 5.4.4. liaise closely with the Placement School concerning Trainees' progress and attainment and moderate Placement School judgements with respect to Trainee progress and attainment;
  - 5.4.5. provide an additional support and intervention procedure in relation to Trainees where serious concerns and/or weaknesses have been identified, as set out in the Partnership Handbook;
  - 5.4.6. provide a range of professional development opportunities for Placement School staff, including training sessions at the University;
  - 5.4.7. take responsibility for Ofsted inspections of the University's ITT provision, including preparation of data and documentation and providing briefings for Placement School staff as necessary.
- 5.5. Where the University has serious concerns about the quality of a Trainee's Placement, whether as a result of an Ofsted inspection of the Placement School or for any other reason, it may take action in accordance with the procedure set out in the Partnership Handbook, which ultimately may result in a decision to move the Trainee to an alternative placement at another school or to terminate this Agreement in accordance with clause 20.4.

## **6. Obligations of the Placement School**

- 6.1. The Placement School is responsible for ensuring that the Placement provided to each Trainee is delivered in accordance with the Partnership Handbook and complies with the ITT Criteria.

### Staffing

- 6.2. The Placement School will:
- 6.2.1. allocate a senior member of staff who will have overall responsibility for the Trainees and who will be the main point of contact between the Placement School and the University;
  - 6.2.2. allocate each Trainee a General Mentor who has the qualifications, skills and experience to carry out that role;
  - 6.2.3. ensure that each General Mentor is released from their usual duties so that they can undertake the required 20 hours of initial mentor training and 6 hours of annual refresher training as set out in the Partnership Handbook;
  - 6.2.4. ensure that each General Mentor undertakes the responsibilities of a General Mentor as detailed in the Partnership Handbook;
  - 6.2.5. notify the University if a General Mentor is (for whatever reason) unable to carry out that role for a period of [two weeks or more], and allocate an appropriate replacement.

### Placements

- 6.3. The Placement School will:
- 6.3.1. ensure that Trainees receive appropriate induction prior to commencing their Placement, including on the Placement School's safeguarding procedures;

- 6.3.2.** provide the Placement to each Trainee in accordance with the Partnership Handbook, ensuring that each Trainee receives at least 1.5 hours of mentoring during each week of their Placement;
- 6.3.3.** for secondary Phase Placements, deliver a weekly professional studies session to Trainees in accordance with the Partnership Handbook;
- 6.3.4.** monitor each Trainee's workload during the Placement and take reasonable steps to protect each Trainee's mental health and wellbeing;
- 6.3.5.** monitor and assess the progress of each Trainee throughout their Placement in accordance with the Partnership Handbook, and notify the University if it has any concerns about a Trainee's conduct or behaviour or if the Trainee withdraws from the Placement;
- 6.3.6.** notify the University if a Trainee makes a complaint about their Placement and co-operate with the University to ensure that appropriate action is taken to resolve the complaint where possible;
- 6.3.7.** co-operate with the University to ensure that appropriate action is taken where concerns are raised about a Trainee's conduct or fitness to practise, in accordance with the University Regulations;
- 6.3.8.** on reasonable notice, allow University staff access to the Placement School's premises and provide suitable facilities for University staff to meet with the Trainee and/or relevant Placement School staff;
- 6.3.9.** take all reasonable steps to assist the Trainee in achieving the learning outcomes for the ITT Programme, to make progress against the Teachers' Standards and to achieve QTS;
- 6.3.10.** provide such reports and other feedback on the Trainee's performance as requested by the University;
- 6.3.11.** monitor the quality of the Placements in conjunction with the University.

#### General

- 6.4.** The Placement School shall comply with all applicable statutory and regulatory requirements as they apply to the operation of the school and the delivery of Placements, including in particular:
  - 6.4.1.** providing a safe environment for each Trainee during their Placement in accordance with the Health and Safety at Work Act 1974, including carrying out appropriate risk assessments;
  - 6.4.2.** ensuring it has appropriate policies in place in order to comply with DfE guidance relating to the safeguarding of children and young people;
  - 6.4.3.** making reasonable adjustments for disabled Trainees in relation to their Placement, in accordance with the Equality Act 2010;
  - 6.4.4.** having in place appropriate insurance cover including public liability insurance, employers' liability insurance and any other insurance that may be relevant, at all times, during the term of this Agreement, and ensuring that such policies cover Trainees during their Placement;
  - 6.4.5.** participating fully in any Ofsted inspection of the University's ITT provision.

#### **OPTIONAL CLAUSE**

## **7. Intensive training and practice**

- 7.1. The University may issue an invitation to the Placement School to offer ITaP to Trainees during the term of this Agreement. If the Placement School accepts the invitation it will work with the University to deliver ITaP in accordance with the requirements of the ITT criteria and as set out in the Partnership Handbook.

## **8. General obligations and undertakings**

- 8.1. Without prejudice to the other provisions of this Agreement, each party warrants and undertakes that it:
- 8.1.1. has all requisite authority and resources required to discharge its obligations under this Agreement;
  - 8.1.2. will perform its obligations under this Agreement with all due skill care and attention and in accordance with Law and Best Practice;
  - 8.1.3. will act in good faith and a spirit of mutual co-operation and collaboration with the other party in the delivery of the ITT Programmes or the administration of this Agreement generally;
  - 8.1.4. will provide to the other party a reasonable amount of co-operation and access to its own premises, staff and information as may be required to assist the other party comply with requirements from third parties arising from Law or Best Practice.

## **9. Governance and management**

- 9.1. Strategic monitoring and development of the ITT Programmes is carried out by the Strategic Governance Board, which is responsible for course structures, accountability, finance and the operation of this Agreement. The membership and terms of reference of the Strategic Governance Board are set out in the Partnership Handbook.
- 9.2. There will be a Phase Governance Board for each Phase which will have responsibility for overseeing the work of the partnership. The membership and terms of reference of each Phase Governance Board are set out in the Partnership Handbook.
- 9.3. The University will appoint members of staff to the following key roles as further detailed in the Partnership Handbook:
- 9.3.1. Head of Strategic Partnerships who will have overall responsibility for the operation of this Agreement and for day-to-day communication with the Lead Partner and Placement Schools;
  - 9.3.2. Lead Mentor for each Phase/subject who will be responsible for monitoring, supervising and quality assuring the initial and ongoing training of mentors within that Phase/subject;
  - 9.3.3. Phase Course Leader for each Phase who will be responsible for the day-to-day management and co-ordination of the ITT Programmes within that Phase.
- 9.4. Each party agrees to comply with the detailed responsibilities set out in the Partnership Handbook for each board, committee and role.

## **10. Quality Assurance**

- 10.1. The overall quality assurance of the professional learning process, mentoring, accreditation of the ITT Programmes and quality assurance of the Placements lies with the University. The quality assurance procedures applicable to the ITT Programmes are set out in the QA Handbook including processes for improvement, planning and self-evaluation.
- 10.2. In accordance with the University Regulations academic assignments will be marked by University staff, internally moderated, and externally moderated by external examiners appointed by the University.
- 10.3. Each ITT Programme will be subject to the monitoring and review processes articulated in the QA Handbook and the Placement School will produce at the appropriate times the documentation for these processes.
- 10.4. The University shall have the right to require the Placement School to implement decisions made by the University in relation to the operation and monitoring of an ITT Programme with respect to quality assurance of academic standards.
- 10.5. The University will undertake regular Trainee evaluation and feedback on each ITT Programme, including on the Placements, in accordance with the principles set out in the QA Handbook, and will feed back the outcomes of such processes to the Placement School.
- 10.6. If the Placement School is subject to an Ofsted inspection and receives a rating of requires improvement or inadequate, the University will carry out a risk assessment in order to determine whether the Placement School is able to continue fulfilling its obligations under this Agreement or whether notice to terminate should be given in accordance with clause 20.3.4.
- 10.7. The parties shall co-operate with any audit or monitoring visit carried out by any relevant governmental or regulatory body and shall provide such body with any information it reasonably requires as part of such a visit.
- 10.8. The Placement School will allow the University to audit its procedures and documentation and shall provide responses to the University's due diligence queries at the University's request so that the University can review the Placement School's compliance with the terms of this Agreement.
- 10.9. The University shall be responsible for data returns to the DfE, Ofsted and other relevant bodies in compliance with the statutory and regulatory requirements relating to ITT.

## **11. Financial Arrangements**

- 11.1. The financial arrangements that apply to this Agreement are as set out in this clause 11 and in Schedule 1.
- 11.2. The fees set out in Schedule 1 will be reviewed by the University on an annual basis, and Schedule 1 will be amended and restated to incorporate any changes to the financial arrangements from a date to be agreed between the parties.
- 11.3. Any payments due to the Placement School from the University in accordance with this clause 11 are deemed to be inclusive of any VAT that may be chargeable.
- 11.4. The parties acknowledge that unless otherwise specified in this Agreement, each party shall be responsible for bearing its own costs in relation to any change in the operation of the Agreement which is required because of a change in Law or Best Practice.



- 11.5.** If either party fails to pay any agreed invoice by the due date the other party may charge interest in respect of the sum overdue at a rate of 4% above the base rate of the Bank of England from the due date for payment to the date of actual payment.

## **12. Provision of information**

- 12.1.** The Placement School shall at all times keep and retain during the term of this Agreement, and for at least six years after the termination of this Agreement, accurate accounts, Trainee records and full supporting documentation containing all data reasonably required for the provision of its obligations under this Agreement. The Placement School shall allow access by the University or those auditing University processes to such records for academic or quality audit purposes.
- 12.2.** The Placement School shall promptly notify the University if:
- 12.2.1.** it is subject to an Ofsted inspection where it receives a rating of (requires improvement or inadequate);
  - 12.2.2.** concerns are raised about the Placement School by any governmental or regulatory body;
  - 12.2.3.** it undergoes a change of legal status or control.
- 12.3.** The University agrees to provide the Placement School with up-to-date documentation relating to this Agreement (e.g. Partnership Handbook, QA Handbook) at least annually and to make such documentation accessible from the University Partnership Website.

## **13. Intellectual Property Rights**

- 13.1.** All intellectual property rights including copyright in all processes and systems relating to the ITT Programmes including the Partnership Handbook, the QA Handbook, the Programme Specification and the University Regulations are owned by and will remain the property of the University.
- 13.2.** All intellectual property rights including copyright in the curricula for the ITT Programmes and in all teaching and other materials developed for the ITT Programmes and the Placements shall belong to and will remain the property of the University.
- 13.3.** The University hereby grants to the Placement School for the term of this Agreement a non-exclusive, royalty free, non-transferable licence (with no right to sub-license) to use (subject to the terms of this Agreement) the University's intellectual property as set out in this clause 13 to the extent that such use is reasonably necessary for the purposes of the Placement School carrying out its obligations in accordance with this Agreement. The Placement School undertakes not to use any University intellectual property other than as expressly permitted by this Agreement.
- 13.4.** The Placement School shall not make any modifications to any teaching materials or other documents (whether in physical or electronic form) insofar as they contain the University's intellectual property rights licensed to it in this clause 13 without the prior written permission of the University.
- 13.5.** The Placement School shall promptly and fully notify the University of any actual, threatened or suspected infringement of any of the University's intellectual property rights which comes to the Placement School's notice and shall, at the request and expense of the University, do all such things as may be reasonably required to assist the University in taking or resisting any proceedings in relation to any such infringement.

**13.6.** No trademarks, logotypes, kite marks, symbols or other emblems owned or awarded by one party may be used by the other party on any advertising or other materials relating to the ITT Programmes without prior written permission from the owning party.

#### **14. Data Protection**

- 14.1.** Each party confirms that it will comply with all applicable laws including but not limited to the Data Protection Legislation in relation to all processing of Personal Data.
- 14.2.** Each party will have in place appropriate technical and organisational measures to ensure the security of Personal Data, against unauthorised or unlawful processing and against accidental loss or destruction of, or damage to, Personal Data.
- 14.3.** Each party will use all reasonable endeavours to ensure that its staff, and any authorised third party recipients who have access to the Personal Data have sufficient skills and training in the handling of Personal Data and comply with the Data Protection Legislation.
- 14.4.** Each party shall only process Personal Data on behalf of the other party in accordance with the terms of this Agreement and any instructions issued by the other party, and for no other purpose, save as required by law. Each party will provide the other party with such information as that party may reasonably require in order to satisfy itself that the party is complying with its obligations under Data Protection Legislation.
- 14.5.** Each party shall treat any Personal Data provided by the other party as confidential information belonging to the providing party.
- 14.6.** Each party will not disclose the Personal Data to any third parties other than any approved third party and will ensure that any approved third party recipient is subject to obligations equivalent to those of the parties under this Agreement.
- 14.7.** Each party will not cause or permit the Personal Data to be transferred outside the European Economic Area without the other party's prior written consent.
- 14.8.** Each party shall ensure it does not knowingly or negligently do or omit to do anything which places the other party in breach of its obligations under Data Protection Legislation.
- 14.9.** Each party will permit the other party (subject to reasonable and appropriate confidentiality undertakings) to inspect and audit their data processing and/or controlling activities and comply with all reasonable requests or directions by the other party to enable it to verify and/or procure that it is in full compliance with its obligations under this Agreement.
- 14.10.** Where either party receives a subject access request in relation to the Personal Data of a Trainee covered by this Agreement, it shall as soon as reasonably practicable after receipt and in any event within five calendar days of receipt, forward the subject access request to the other party and the other party shall:
- 14.10.1.** provide a copy of all such information in the form required as soon as practicable and in any event within 10 calendar days (or such other period as the request recipient acting reasonably may specify) of the request recipient's request; and
  - 14.10.2.** provide all necessary assistance as reasonably requested by the request recipient to enable them to respond to the subject access request within the one calendar month set out in the Data Protection Legislation.

- 14.11. Each party will notify the other party as soon as is reasonably practicable of any actual or suspected fraudulent use, loss, theft, misuse or compromise of Personal Data.

## **15. Freedom of Information**

- 15.1. Each party acknowledges that the other party is subject to the requirements of the Freedom of Information Act 2000 ("FOIA") and the Environmental Information Regulations 2004 ("EIR") and shall assist and co-operate with the other party (at the first party's expense) to enable the first party to comply with these information disclosure requirements.
- 15.2. Where a request for information submitted to one party concerns information held by the other party on behalf of the first party, the other party shall:
- 15.2.1. transfer any request for information relating to this Agreement to the first party as soon as practicable after receipt and in any event within three days of receiving it;
  - 15.2.2. provide the first party with a copy of all information in its possession or power in the form that the first party requires within seven days (or such other period as the first party may specify) of the first party requesting that information; and
  - 15.2.3. provide all necessary assistance as reasonably requested by the first party to enable the first party to respond to a request for information within the time for compliance set out in the FOIA and/or EIR.
- 15.3. Each party shall be responsible for determining at its absolute discretion whether the information is exempt from disclosure under the FOIA and/or the EIR or is to be disclosed in response to a request for information.
- 15.4. Each party acknowledges that the other party may be obliged under the FOIA and/or the EIR to disclose information either without consulting with the other party, or following consultation with the other party and having taken the other party's views into account.

## **16. Confidentiality**

- 16.1. Each party will keep secret and confidential any and all genuinely confidential information belonging to the other party disclosed as a result of the relationship of the parties under this Agreement and will not use nor disclose the same save as envisaged in this Agreement. Each party shall be responsible for advising the other party which of its information is to be considered confidential unless the context in which information is imparted is such that its confidential nature can be reasonably ascertained by the receiving party without further enquiry.
- 16.2. Each party will ensure that its officers, employees, servants and agents comply with the provisions of clause 16.1.
- 16.3. This clause 16 shall not apply to any matter either in the public domain (otherwise than due to a breach of this Agreement) or required by law or a regulatory authority to be disclosed.

## **17. Anti-Bribery**

- 17.1. Each party shall:
- 17.1.1. comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010;

**17.1.2.** not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010.

**17.2.** Each party shall have and shall maintain in place throughout the term of this Agreement its own policies and procedures to ensure compliance with this clause and will enforce them where appropriate.

**18. Prevent, Safeguarding, Equality, Other Duties**

**18.1.** Each party acknowledges that the other party is subject to a number of legal duties (“the Duties”) as regards Trainees as follows:

**18.1.1.** obligations under the Counter Terrorism and Security Act 2015 to act to deal with the present and growing threat of terrorism within the UK, treat security with the utmost importance and recognise the need to tackle terrorism and, where possible, to prevent individuals including students from being drawn into terrorism (“the Prevent Duty”);

**18.1.2.** obligations to safeguard the welfare of young people and vulnerable adults both as Trainees themselves and as practitioners in work-based placement learning (“the Safeguarding Duties”);

**18.1.3.** obligations to promote equality of opportunity and prevent discrimination against people with protected characteristics under the Equality Act 2010 (“the Equality Duty”); and

**18.1.4.** other obligations through Law and Best Practice including in higher education legislation, immigration rules, common law, consumer law and health and safety in respect of the welfare and fair treatment of Trainees and their rights to study.

**18.2.** Each party shall ensure that all staff receive appropriate training on the Duties as they apply to the ITT Programmes and the Trainees. Each party shall promptly notify the other party of any concerns it may have in respect of any of the Duties whether that be because the first party or a Trainee is at risk of breaching any of the Duties by their own actions or those of anyone else.

**18.3.** Where a party has any concerns about a Trainee or becomes aware of any other matters which may require it to take action in accordance with any of the Duties it shall notify the other party, and the other party shall at the request of the first party provide the first party with a copy of all relevant information which is available to it in the form the first party requires and shall provide all necessary assistance requested by the first party to report and/or take such action.

**18.4.** Each party shall be responsible for determining in its absolute discretion what action it needs to take, and acknowledges that the other party may be obliged according to Law and Best Practice to disclose information following consultation with the first party and having taken its views into account.

**19. Liability and Insurance**

**19.1.** Subject to clause 19.2, each party shall indemnify and keep indemnified the other party (“the Indemnified Party”) against all actions, proceedings, costs, claims, demands, liabilities, losses and expenses whatsoever whether arising in tort (including negligence) default or breach of this Agreement, to the extent that any such loss or claim is due to the breach of contract, negligence, wilful default or fraud of itself or of its employees or of any of its representatives or sub-contractors save to the extent that the same is directly caused by or directly arises from the negligence, breach of this agreement or applicable law by the Indemnified Party and excluding all consequential loss.

- 19.2.** Nothing in clause 19.1 shall limit or exclude either party's liability in respect of injury to or death of any person, any liability for fraud or any other liability which cannot be limited or excluded by law.
- 19.3.** Each party shall carry and maintain appropriate insurances (including but not limited to public liability, employer liability and professional indemnity insurance) with a reputable insurer to protect its own interests and cover its liability arising under this Agreement, and shall on request supply to the other copies of such insurance policies and evidence that the relevant premiums have been paid.

## **20. Termination**

- 20.1.** Either party may withdraw from this Agreement by giving the other party one Academic Year's notice (notice given on or before 1 September in any year to terminate this Agreement on 31 August the following year) in writing of the termination of this Agreement.
- 20.2.** Either party may terminate this Agreement immediately in the event of a material breach by the other party of any term of this Agreement provided that, where a breach is capable of remedy, the terminating party has served notice on the defaulting party giving at least 20 working days to remedy and remedial action has not occurred to the reasonable satisfaction of the terminating party.
- 20.3.** Either party may terminate this Agreement with immediate effect by giving notice in writing to the other party if:
- 20.3.1.** the other party has a receiver, manager, administrator or administrative receiver appointed over its assets, undertaking or income, or has passed a resolution for, or an order is made for, its winding-up;
  - 20.3.2.** the other party is subject to a change of control, merges with or transfers its undertaking to another institution or otherwise ceases to exist;
  - 20.3.3.** the other party acts in a way deemed by the other party to bring, or be likely to bring, the other party into disrepute or to damage its reputation;
  - 20.3.4.** the outcome of an Ofsted inspection of the other party results in an overall judgment of grade 4 (inadequate);
  - 20.3.5.** there is a change in the Law or Best Practice applicable to this Agreement which the party giving notice reasonably considers render it impracticable or impossible to fulfil the terms of this Agreement.
- 20.4.** The University may terminate this Agreement with immediate effect by giving notice in writing to the Placement School if:
- 20.4.1.** in the University's reasonable opinion, the learning opportunities provided to Trainees or the University's name and/or reputation are at serious risk;
  - 20.4.2.** the Placement School fails to comply with any requirements imposed by the University in accordance with clause 10.4.
- 20.5.** Any notice of termination shall be addressed to the Vice Chancellor of the University or the Headteacher or equivalent of the Placement School, as appropriate.
- 20.6.** Should either party to this Agreement be prevented by circumstances beyond its control from fulfilling its obligations, this Agreement may be suspended by the mutual consent of both parties and neither party will be liable to the other for such delay or failure. The arrangements will be confirmed by exchange of letters between the signatories to this Agreement, or their appointed successors, and recorded in accordance with the relevant procedures of the University. Should the circumstances

which led to the suspension of the Agreement persist and be considered sufficient to continue to frustrate the operation of the Agreement, the Agreement may be terminated by agreement between the parties.

## **21. Consequences of termination**

- 21.1.** Upon termination of this Agreement for any reason, and unless otherwise notified by the University to the Placement School:
- 21.1.1.** each party shall use all reasonable endeavours to ensure that each Trainee placed at the Placement School (or due to commence their Placement at the Placement School during the relevant Academic Year) is able to complete their Placement at the Placement School or is found a suitable alternative placement;
  - 21.1.2.** all licences granted pursuant to this Agreement shall terminate, save that the University may at its sole discretion extend any licence granted to the Placement School pursuant to this Agreement for the purposes of clause 21.1.1;
  - 21.1.3.** the terms of this Agreement will continue to apply with full force and effect until all Trainees have completed their Placements at the Placement School or have moved to an alternative placement, unless otherwise agreed in writing by the parties.
- 21.2.** Upon termination of this Agreement for any reason the provisions of this Agreement which are expressly or by implication to continue in force notwithstanding termination shall continue in full force and effect.
- 21.3.** Termination shall be without prejudice to the rights of either party against the other which have accrued prior to termination of this Agreement.

## **22. Disputes**

- 22.1.** 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 laws of England and Wales.
- 22.2.** The parties will seek to resolve any dispute by negotiation and correspondence that, if necessary, will involve a representative of the Board of Governors at the University and a senior representative of the Placement School. In the event that a dispute cannot be so resolved, the parties agree to attempt to resolve the matter through a formal mediation in accordance with the principles of the Centre for Effective Dispute Resolution.
- 22.3.** In the event that the matter cannot be resolved by negotiation or mediation as set out in clause 22.2 above, 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) and the parties waive any objection to proceedings in such courts on the grounds of venue or on the grounds that proceedings have been brought in an inappropriate forum.

## **23. General**

- 23.1.** Neither party may sub-contract, assign, transfer or charge its rights and liabilities under this Agreement without the prior written consent of the other party.
- 23.2.** This Agreement sets out the entire agreement between the parties with respect to the subject matter hereof, supersedes all previous agreements and understandings between the parties with respect thereto and may not be modified except by an instrument in writing duly signed by the authorised representatives of the parties.

- 23.3.** Nothing in this Agreement shall create any rights for third parties under the Contracts (Rights of Third Parties) Act 1999.
- 23.4.** This Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the parties other than the contractual relationship expressly provided for in this Agreement. Save to the extent expressed authorised by this Agreement, neither party shall have, nor represent that it has, any authority to make any commitments on the other party's behalf.
- 23.5.** If any one or more clauses or sub-clauses of this Agreement is deemed by any competent court, tribunal or regulator to be invalid, illegal or unenforceable then it or they shall be deemed to be omitted. The parties shall uphold the remainder of this Agreement, and shall negotiate an amendment which, as far as legally feasible, maintains the economic balance between the parties.
- 23.6.** No failure or delay by either party in exercising any right, power or privilege under this Agreement shall impair the same or operate as a waiver of the same nor shall any single or partial exercise of any right, power or privilege preclude any further exercise of the same or the exercise of any other right, power or privilege. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights and remedies provided by law.
- 23.7.** All notices which are required to be given under this Agreement shall be in writing and shall be sent to the address of the recipient set out at the start of the Agreement or such other address as the recipient may designate by notice given in accordance with the provisions of this clause. Any such notice may be delivered personally or by first class pre-paid letter or email transmission from an authorised representative and shall be deemed to have been served if by hand when delivered, if by first class post 48 hours after posting and if by email transmission when despatched.

The parties have entered into this Agreement on the date set out above.

**SCHEDULE 1**  
**FINANCIAL SCHEDULE**

1. This Schedule is made under clause 11 and sets out the financial arrangements that apply to this Agreement for the Academic Year above.
2. This Schedule is subject to annual review in accordance with clause 11.2.
3. The University will pay the Placement School £10 for each day of the Placement carried out by a Trainee at the Placement School.]
4. Schools working with Regional Training Hubs (as a Lead Partner with the University) will receive payment from the Regional Training Hub as agreed between the Regional Training Hub and Placement School.
5. The Placement School shall receive payment from the University/Lead Partner following completion of the Placement by the Trainee.

[Optional - ITaP]

6. [The University will pay the Placement School:
  - a. £190 per day contribution to the planning and delivery of the ITaP – one day cover per mentor to be paid based on an approved claim form.
  - b. ITaP approximations of practice placements - £10 per day per Trainee paid following completion of the Placement.]