

EXCEED APPROPRIATE BODY

Service Level Agreement for the
Appropriate Body Service

Appropriate Body Services by Exceed Appropriate Body

Service Level Particulars

Background	<p>All Early Career teachers (ECTs) must by law have completed an induction period satisfactorily (subject to specified exemptions). The statutory induction is the bridge between initial teacher training and a career in teaching. It combines a personalised programme of development, support and professional dialogue with monitoring and an assessment of performance against relevant standards.</p> <p>ECTs must be registered with an Appropriate Body to carry out induction. The Appropriate Body is responsible for the monitoring and quality assurance of induction.</p> <p>Exceed Appropriate Body is the Appropriate Body pursuant to the legislative and regulatory framework as detailed below.</p> <p>The purpose of this Service Level Agreement is to set out the collaborative working arrangements between us to support with the delivery of the Appropriate Body Services to meet the DfE legislative requirements as detailed immediately below.</p>
Legislative and regulatory framework and guidance (“the Framework”) relating to the Appropriate Body Services	<p>Full details of the statutory requirements for Appropriate Bodies can be found in the links below, which refer to the following legislation:</p> <p>Sections 135A, 135B and 141C(1)(b), of the Education Act 2002; and the Education (Induction Arrangements for School Teachers) (England) Regulations 2012 as amended and the following Guidance:</p> <p>Statutory Guidance for Schools (Published April 2023 for September 2023) (“Statutory Guidance”)</p> <p>National Appropriate Body Guidance for School (From September 2023) (“Appropriate Body Guidance”)</p>
Services Start Date:	<p>Start of ECT Induction date, as stated within the registration of the ECT.</p>
Exceed Appropriate Body Services:	<p>Statutory Guidance and Registration</p> <ul style="list-style-type: none"> • Meet the requirements of Appropriate Bodies set out in the Appropriate Bodies Guidance and the Statutory Guidance • Support you to ensure you are compliant in meeting the statutory induction entitlements for ECTs • Provide guidance to you in registering ECTs accurately on the DfE Online Service Portal and ECT Manager. <p>Continued Professional Development</p> <ul style="list-style-type: none"> • Provide annual mandatory training for Induction Tutors. • Provide termly newsletters that keep Induction Tutors abreast of key information and disseminates messages from the Teaching Regulation Agency (TRA). <p>Reviews and Assessment</p> <ul style="list-style-type: none"> • Provide an electronic portal – ECT Manager - for submission of progress reviews and assessment reports. • Provide on-going support and guidance to Induction Tutors and ECTs in relation to the completion of statutory induction.

	<ul style="list-style-type: none"> • Liaise with other Appropriate Bodies in the event of an ECT transferring school. • Be responsible for extensions and reductions to the induction period and liaise with the Teaching Regulation Agency (TRA). • Complete the final sign-off for successful induction with the Teaching Regulation Agency (TRA). <p>Quality Assurance</p> <ul style="list-style-type: none"> • Statutory quality assurance and monitoring activities, will be undertaken throughout induction. These will take the form of phone calls or school visits, in person or virtual. • Provide notice of a Quality Assurance monitoring visit in a timely manner, with clear information on activities involved in the visit. • Undertake quality assures progress reviews, interim reports, assessment reports and the school induction experience through a mixture of ECT Manager monitoring and Quality Assurance visits. • Offer support and quality assurance for support plans where an ECT is ‘not on track’ at a progress review or formal assessment point. <p>If you are completing Exceed Teaching School Hub’s Full Induction Programme with Ambition:</p> <ul style="list-style-type: none"> • Collaborate with Exceed Teaching School Hub Early Career Framework Delivery Partner to ensure each ECT can access and engage in the statutory entitlement. • Liaise with the Early Career Framework Delivery Lead to monitor engagement with the Early Career Framework and attendance at half-termly facilitated training sessions. <p>If you are completing the ECF Full Induction Programme with another partner or independently:</p> <ul style="list-style-type: none"> • Note that you are working with Exceed Appropriate Body only and keep a record of the Delivery Partner ECTs are working with for the ECF programme. • If you are providing the core induction or school-based programme for ECTs, the Appropriate Body will carry out fidelity checks to ensure the programmes are compliant with Statutory Guidance (2023).
<p>Your obligations and responsibilities:</p>	<p>Compliance with Statutory Guidance</p> <ul style="list-style-type: none"> • Familiarise yourself with the Statutory Guidance regarding the Induction for Early Career Teachers (England) 2021 (as updated from time to time) and meet all the requirements set out in the statutory Guidance • Ensure the ECT is employed in a suitable post for induction in accordance with the following Statutory Guidance: (Statutory Guidance for Schools (Published April 2023 for September 2023) section 2.17-2.19). • Ensure all ECTs are registered with Exceed Appropriate Body us via ECT Manager and the DfE Online Service Portal accurately and in line with the deadlines provided.

	<ul style="list-style-type: none"> • Ensure that all ECTs are aware of and receive all of their statutory entitlements included within the guidance whether they be in a maintained school, PRU, Post 16 provision, academy or independent school. <p>Registration of ECTs</p> <ul style="list-style-type: none"> • Notify the Appropriate Body, where possible, that an ECT has been appointed in advance of the ECT taking up their post. This is to allow time for Exceed Appropriate Body to do the relevant background checks to ensure that the ECT has been awarded Qualified Teacher Status (QTS) prior to the start of induction. Failure to register ECTs may result in a delayed access to ECT manager, and the ECF programme. NB. ECTs can only be registered to commence induction with the Appropriate Body at the start of each term. Should an ECT be appointed to take up post during a term, they should be registered for induction from the start of the next term (for example, if the ECT starts their teaching role two weeks after February half term, they should be registered to begin induction at the start of the summer term). <p>Induction Tutors</p> <ul style="list-style-type: none"> • Have a named Induction Tutor who is NOT the mentor for an ECT unless there are special circumstances in your school. • Ensure that the Induction Tutor is a senior member of staff who is able to oversee the work of the mentors and make final judgements for ECTs against the Teachers Standards. • Ensure new or directed Induction Tutors attend annual training with Exceed Teaching School Hub. • Provide the Induction Tutor with time to carry out their role in school effectively to meet the requirements of statutory induction. • Ensure the Induction Tutor attends mandatory training delivered by the Appropriate Body • Monitor the engagement of ECTs and mentors in the ECF programme through the use of their provider's platform. • Ensure the teaching of each ECT is formally observed regularly. Exceed Teaching School Hub recommends that this should be at least once per half term in year one and once per term in year two of induction. Formal observations should be carried out by the Induction Tutor or other suitably qualified staff but NOT the mentor. • Ensure the Induction Tutor meets (at least) termly with each ECT to share termly reports and that summary notes of these meetings are kept, signed, and shared. • Ensure that deadlines for progress reviews and formal assessments are met for each ECT. If there is an issue with meeting any deadline, this must be communicated with the Appropriate Body • Ensure all ECTs who are not making satisfactory progress have a support plan that is shared with the Appropriate Body in a timely
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	<p>manner.</p> <ul style="list-style-type: none"> • Ensure that required documentation, such as support plans, are uploaded onto ECT Manager. • Retain induction records for at least the minimum statutory period (currently six years). • With the Headteacher, attend a panel to consider the evidence that supports the decision-making process when the final assessment form indicates that an ECT has not met the Teachers' Standards. • Be able to provide comprehensive records and evidence to the panel to demonstrate that school has done all it can to support an ECT through Induction. <p>Mentors</p> <ul style="list-style-type: none"> • Ensure each ECT has a named mentor who has Qualified Teacher Status. The mentor should NOT be the Induction Tutor unless there are special circumstances in your school. • Appoint a mentor with QTS for each ECT to support them with the ECF programme as part of statutory induction. • Provide adequate time for the mentor to carry out the role effectively within teaching time (as per Statutory Guidance for Schools (Published April 2023 for September 2023) paragraph 5.7) <p>Quality Assurance</p> <ul style="list-style-type: none"> • To engage and cooperate with us to support our statutory Quality Assurance activities • To provide us with all documentation required to support Quality Assurance visits within the timelines provided. <p>Communications</p> <ul style="list-style-type: none"> • Ensure that the information provided on ECT Manager is accurate for all involved, including Teacher Reference Numbers and Date of Birth where relevant (Headteacher, Induction Tutor, ECTs and school administrators). • Ensure we are kept up to date – in a timely manner - with changes in your school's Ofsted grading, personnel, resignations, new starters, extended parental leave (maternity, paternity or split parental leave), illness related absence, or any other changes in the wellbeing, circumstance or status of ECTs or mentors. • Ensure that part time ECTs records are kept up to date with any changes to their contracted hours/FTE status. • Provide contact details for our finance department to ensure timely payment can be made
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<p>Payment Plan:</p>	<p>The Appropriate Body service for schools accessing a DfE fully funded ECF Training Programme is charged at £200 per year. Please see the table below which outlines the charges across the 2-year* induction:</p> <table border="1" data-bbox="571 577 1487 645"> <thead> <tr> <th>Year 1</th> <th>Year 2</th> </tr> </thead> <tbody> <tr> <td>£250</td> <td>£250</td> </tr> </tbody> </table> <p><i>*The duration may be longer for part-time ECTs to allow for equivalent of two years worked.</i></p> <p>If you require a Purchase Order, this should be sent to:</p> <ul style="list-style-type: none"> • FAO: Exceed Teaching School Hub • Email: finance@exceedacademiestrust.org • The annual fee will be charged in full per ECT • You will receive invoices from Exceed Academies Trust. The invoice will headed Exceed AB Charges. <p>Dependent on when an ECT is registered, there are three invoice windows per academic year: October, February and May, as illustrated in the billing table below.</p> <table border="1" data-bbox="715 1144 1334 1312"> <thead> <tr> <th>ECT Start date</th> <th></th> </tr> </thead> <tbody> <tr> <td>Sept-Dec Starter</td> <td>Invoiced October (Arrears)</td> </tr> <tr> <td>Jan-April Starter</td> <td>Invoiced February (Arrears)</td> </tr> <tr> <td>April-July Starter</td> <td>Invoiced May (Arrears)</td> </tr> </tbody> </table> <p><i>NB. If for any reason an ECT's start date does not correlate with the above schedule or an extension is in place, the Lead Partner reserves the right to send ad hoc invoices as necessary.</i></p> <p>For schools that choose to use DfE accredited materials or design and deliver their own programme based on the ECF, there is an additional charge in order for Exceed Appropriate Body to undertake three fidelity checks throughout the first two years of the induction.</p> <table border="1" data-bbox="641 1646 1406 1798"> <thead> <tr> <th>Induction type</th> <th>Cost</th> </tr> </thead> <tbody> <tr> <td>Using DfE accredited materials</td> <td>£700</td> </tr> <tr> <td>Designing and delivering own programme</td> <td>£1200</td> </tr> </tbody> </table>	Year 1	Year 2	£250	£250	ECT Start date		Sept-Dec Starter	Invoiced October (Arrears)	Jan-April Starter	Invoiced February (Arrears)	April-July Starter	Invoiced May (Arrears)	Induction type	Cost	Using DfE accredited materials	£700	Designing and delivering own programme	£1200
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<p>Complaints:</p>	<p>We will endeavour to provide the highest quality service possible, however we acknowledge that there may be occasions when we fall short of our own high</p>																		

	<p>standards. If you are unhappy with any element of the Appropriate Body Services, you should raise your concerns with a member of the team directly.</p> <p>If a formal complaint is necessary, this will be considered by the Teaching School Hub Director and should be addressed to: Should your school/college wish to make a complaint about the provision of the Appropriate Body Services they should contact Emma Dobson (Director of Exceed Teaching School Hub Appropriate Body) or Louise Wisson, (Deputy Director of Exceed Teaching School Hub) in writing by email</p> <p>Complaints that cannot be resolved satisfactorily will be escalated and Exceed Academies Trust.</p>
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Acceptance of these terms

Name of school or academy or college:-

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We would like Exceed Appropriate Body to act as the Appropriate Body for the induction of ECTs for the academic years September 2023 to August 2024 and accept the terms and conditions of this Service Level Agreement.

Signed: Headteacher/Principal

Name:

Date:/...../.....

Contact for further correspondence (telephone and email):

.....

General Terms

NOW IT IS AGREED HEREBY AS FOLLOWS:

1 Interpretation

1.1 Definitions:

Agreed Purposes the provision of the Appropriate Body Services.

Appropriate Body as defined in the following guidance:
https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/991723/Appropriate_bodies_guidance_induction_and_the_early_career_framework.pdf

as updated from time to time.

Appropriate Body Materials all documents, information, items and materials in any form, whether owned by us or or a third party, which are provided by you in connection with the Appropriate Body

	Services.
Appropriate Body Services	the services, including without limitation any Deliverables, to be provided by us as described in the Service Level Particulars, and any additional services as are agreed in writing by the Parties.
Business Day	a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.
control	has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression change of control shall be construed accordingly.
Controller, processor, data subject, personal data, personal data breach, processing and appropriate technical and organisational measures	as defined in the Data Protection Legislation
Data Discloser	a party to this agreement that discloses Shared Personal Data to the other party.
Data Protection Legislation	all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder); the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.
ECT	early careers teacher(s).
ECF	early careers framework as detailed at the following link:- https://www.gov.uk/government/publications/early-career-framework and as updated from time to time.
EU GDPR	the General Data Protection Regulation ((EU) 2016/679).
FOIA	the Freedom of Information Act 2000 as amended from time to time 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.
DfE	the Department for Education or any successor body.

Deliverables	all documents, products and materials developed by the us or our agents, subcontractors and personnel as part of or in relation to the Appropriate Body Services in any form, including without limitation computer programs, data, reports and specifications (including drafts), and any deliverables set out in the Service Level Particulars.
Fees	the fees payable by you for the supply of the Appropriate Body Services as set out in the Service Level Particulars.
Group	in relation to a company, that company, any subsidiary or holding company from time to time of that company, and any subsidiary from time to time of a holding company of that company.
Intellectual Property Rights (IPRs)	patents, rights to inventions, copyright and neighbouring and related rights, trade marks business names and domain names, rights in get-up goodwill and the right to sue for passing off or unfair competition rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
Permitted Recipients	the parties to this agreement, the employees of each party, any third parties engaged to perform obligations in connection with this agreement, the DfE, the TRA or any other statutory or regulatory body.
Request for Information	a request for information or an apparent request for information relating to this Agreement or an apparent request for such information under the FOIA or the EIRs.
Shared Personal Data	Any personal data to be shared between the parties under this agreement.
Services Start Date	as set out in the Service Level Particulars.
Services End Date	as set out in the Service Level Particulars.
TRA	Teaching Regulation Agency.

UK GDPR

has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

1.2 Interpretation:

1.2.1 Unless expressly provided otherwise in this Contract, a reference to legislation or a legislative provision:

- (a) is a reference to it as amended, extended or re-enacted from time to time; and
- (b) shall include all subordinate legislation made from time to time under that legislation or legislative provision.

1.2.2 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.2.3 A reference to **writing** or **written** includes fax and email.

2 Our obligations to you

2.1 We shall supply the Appropriate Body Services to you from the Services Start Date to the Services End Date (unless the Contract is terminated earlier in accordance with these terms).

2.2 In performing the Services, we shall meet any performance dates specified in the Service Level Particulars. You shall also meet any performance dates specified in the Service Level Particulars.

2.3 In supplying the Services, we shall:

- 2.3.1 perform the Appropriate Body Services with reasonable care, skill and diligence and in accordance with the Statutory Guidance;
- 2.3.2 co-operate with you in all matters relating to the Appropriate Body Services;
- 2.3.3 only use personnel who are suitably skilled and experienced to perform the tasks assigned to them, and in sufficient number to ensure our obligations under this Contract are fulfilled;
- 2.3.4 ensure that the Appropriate Body Services shall conform in all respects with the service description set out in the Service Level Particulars; and
- 2.3.5 comply with all applicable laws, statutes, regulations, statutory guidance (including the DfE guidance regarding the Appropriate Body Services).

2.4 You acknowledge that assessment forms may be shared with any new school which an ECT may join whilst undertaking induction and also with any relevant parties (including the DfE and the TRA) which we deem necessary, in order to ensure that induction is undertaken in accordance with the Statutory Guidance and for regulatory or compliance purposes.

3 Your obligations to us

3.1 You shall:

- 3.1.1 provide such access to such data as may reasonably be requested by us for the purposes of providing the Services
- 3.1.2 co-operate with us in all matters relating to the Services;
- 3.1.3 carry out in good faith all your obligations set out in the Service Level Particulars within the required timescales;
- 3.1.4 provide such necessary information for the provision of the Services as we may reasonably request.

3.2 If the performance of our obligations under this Service Level Agreement is prevented or delayed by your act or omission, or the acts or omissions of your agents, subcontractors, consultants or employees, then, without prejudice to any other right or remedy we may have, we shall be allowed an extension of time to perform our obligations equal to the delay caused by you in addition to any other rights or remedies we may have under this Service Level Agreement.

4 Our Materials

4.1 Any Appropriate Body Materials remain our exclusive property.

5 Data protection

5.1 Each party acknowledges that one party (referred to in this clause as the Data Discloser) will disclose to the other party Shared Personal Data collected by the Data Discloser for the Agreed Purposes. The parties will act as independent data controllers for the purposes of sharing the Shared Personal Data for the Agreed Purposes.

5.2 Each party shall comply with all the obligations imposed on a controller under the Data Protection Legislation.

5.3 You shall:

- 5.3.1 ensure that you have all necessary notices and consents and lawful bases in place to enable lawful transfer of the Shared Personal Data to the Permitted Recipients for the Agreed Purposes;
- 5.3.2 process the Shared Personal Data only for the Agreed Purposes;
- 5.3.3 ensure that all Permitted Recipients are subject to written contractual obligations concerning the Shared Personal Data (including obligations of confidentiality) which are no less onerous than those imposed by this agreement;
- 5.3.4 ensure that you have in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of the Shared Personal Data and against accidental loss or destruction of, or damage to, the Shared Personal Data.
- 5.3.5 not transfer any Shared Personal Data outside the UK unless you ensure that (i) the transfer is to a country approved under the applicable Data Protection Legislation as providing adequate protection; or (ii) there are appropriate safeguards or binding

corporate rules in place pursuant to the applicable Data Protection Legislation; or (iii) you otherwise comply with your obligations under the applicable Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; or (iv) one of the derogations for specific situations in the applicable Data Protection Legislation applies to the transfer.

6 Intellectual property and software

- 6.1 You and your licensors shall retain ownership of your IPR. We and our licensors shall retain ownership of our IPR and our Appropriate Body Materials.
- 6.2 You grant us, or shall procure the direct grant to us of, a fully paid-up, worldwide, non-exclusive, royalty-free, licence to copy and to use and/or to modify your IPRs for the purpose of providing the Appropriate Body Services during the term of this Service Level Agreement and for the duration of any exit assistance services provided under this Service Level Agreement.
- 6.3 We grant you a fully paid-up, non-exclusive, royalty-free, non-transferable licence to use our Appropriate Body Materials for the term of the Service Level Agreement for the purpose of receiving the Services in accordance with this Service Level Agreement.
- 6.4 You shall indemnify us against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by us arising out of or in connection with any claim brought against us for actual or alleged infringement of a third party's rights (including any Intellectual Property Rights) arising out of, or in connection with our use of your Intellectual Property Rights.
- 6.5 Any use by you of our software shall be strictly in accordance with our terms of use.

7 Fees and payment

- 7.1 In consideration for the provision of the Services, you shall pay us the Fees in accordance with this clause 7.
- 7.2 We shall pay each undisputed invoice which is properly due and submitted to us, within the timeframe specified in the Service Level Particulars.
- 7.3 Without prejudice to any other right or remedy that we may have, if you fail to pay us any sum due under this agreement on the due date then you shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0% and we may suspend all or part of the Services until payment has been made in full.
- 7.4 You will be liable to meet all costs incurred if an ECT lodges an appeal with the TRA, against the Head Teacher and Appropriate Body decision.

8 Limitation of liability

- 8.1 Our total aggregate liability to you under this Service Level Agreement shall not exceed the termly Fee.

9 Insurance

- 9.1 We shall effect and maintain with a reputable insurance company a policy or policies of insurance providing an adequate level of cover in respect of all risks which may be incurred by us arising out of our performance of our obligations under this Service Level Agreement.

10 Termination

- 10.1 Without affecting any other right or remedy available to us, we may terminate the Service Level Agreement with immediate effect by giving written notice to you if:

10.1.1 we lose our accreditation with DfE;

10.1.2 on providing three months' notice in writing to you;

10.1.3 any funding for the provision of the Appropriate Body Services is withdrawn, reallocated or no longer available in such a way that in our opinion can no longer reasonably continue;

10.1.4 the DfE require this Service Level Agreement to terminate;

10.1.5 if you are subject to a change of control.

- 10.2 Without affecting any other right or remedy available to it, either party may terminate the Service Level Agreement with immediate effect by giving written notice to the other party if:

10.2.1 the other party commits a material breach of any term of the Service Level Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified to do so;

10.2.2 the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business; or

10.2.3 the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business.

- 10.3 You may terminate this Service Level Agreement on providing not less than 3 months written notice to terminate to us.

- 10.4 For each ECT registered, the supply of Services in respect of that ECT shall terminate if:

10.4.1 the ECT resigns from their post before the end of the induction period;

10.4.2 in the event of a failure in the induction period;

10.4.3 the ECT's contract you ends;

10.4.4 the ECT completes their induction period as determined by us (after discussion with you) and following notification to the TRA.

Provided that fees shall be chargeable up until the date of termination as set out in the Service Level Particulars.

10.5 Any provision of the Service Level Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Service Level Agreement shall remain in full force and effect.

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

11 Exit arrangements

11.1 On termination of the Service Level Agreement for whatever reason:

11.1.1 you shall immediately deliver to us all Deliverables whether or not then complete, and return all Appropriate Body Materials to us. If you fails to do so, then we may enter your premises and take possession of them.

11.1.2 you shall provide all assistance reasonably required by us to facilitate the smooth transition of the Appropriate Body Services.

12 General

12.1 **Force majeure.** Neither party shall be in breach of the Service Level Agreement nor liable for delay in performing, or failure to perform, any of its obligations under the Service Level Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. If the period of delay or non-performance continues for one month the party not affected may terminate the Service Level Agreement by giving 14 days written notice to the affected party.

12.2 **Subcontracting.** You may not subcontract any or all of your rights or obligations under the Service Level Agreement without our prior written consent.

12.3 **Publicity.** You shall not and procure that none of your employees or sub-contractors shall communicate with representatives of the press, television, internet, radio or other communications media on any matter concerning this Service Level Agreement without our written consent.

12.4 **Audit.** You acknowledge that we, the DfE, including any inspectorate or any regulatory or statutory body have audit rights and you shall assist and cooperate with us and them to the extent required by us and/or them.

12.5 **Discrimination.** Neither party shall not unlawfully discriminate within the meaning and scope of the provisions of the Equality Act 2010 or any statutory modification or re-enactment thereof or any other law relating to discrimination in employment.

12.6 **Fraud and Irregularity.** You shall notify us immediately where it becomes aware of any instance of suspected fraud or financial irregularity including but not limited to cases of:

12.6.1 Collusion with our employees

12.6.2 Computer fraud;

12.6.3 the submission to us of inaccurate, incomplete, misleading or falsified information for the purpose of charging Fees to us;

12.6.4 Fraud involving sub-contractors and/or participants;

12.6.5 Any noncompliance with the requirements of this Service Level Agreement in relation to the claiming, receipt of and administration of the Fees,

We reserve the right to recover from you any Fees paid where the payment of the Fees or any arrangement between you and a sub-contractor or Participant breaches the terms of this Service Level Agreement.

12.7 **Confidentiality.**

12.7.1 We each undertake that we shall not at any time disclose to any person any confidential information concerning the business, affairs, of the, except as permitted by clause 12.7.2.

12.7.2 We each agree that we may disclose the other party's confidential information:

- (a) to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 12.7; and
- (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

12.7.3 Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

12.8 **Entire agreement.** This Service Level Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

12.9 **FOIA.** You must tell us within 48 hours if you receive a Request for Information. Within the timescales required by us, you must give to us full co-operation and information needed so that we can comply with any Request for Information. You acknowledge that we may be required under the FOIA and EIRs to disclose information (including Confidential Information and Commercially Sensitive Information) without consulting or obtaining your consent. However, to the extent that we are permitted to do so, we shall, in relation to any Request for Information relating to Confidential Information or Commercially Sensitive Information about you:

- notify you of such Request for Information as soon as is reasonably practicable; and
- allow you to make representations in relation to any exemptions that you consider may apply to the disclosure of its information under the Request for Information and take such representations into account when making its decision of what it will disclose.

Notwithstanding any other provision in this Service Level Agreement, we shall be responsible for determining in our absolute discretion whether any Commercially Sensitive Information

and/or any other information is exempt from disclosure in accordance with the FOIA and/or the EIRs.

12.10 **Safeguarding.** Where the Appropriate Body Services are or include regulated activities as defined by the Safeguarding Vulnerable Groups Act 2006, we shall comply with all requirements placed on it by the Safeguarding Vulnerable Groups Act 2006;

12.11 **Variation.** No variation of the Service Level Agreement shall be effective unless it is in writing and signed by each of us (or our respective authorised representatives).

12.12 **Waiver.**

12.12.1 A waiver of any right or remedy under the Service Level Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

12.12.2 A failure or delay by a party to exercise any right or remedy provided under the Service Level Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Service Level Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

12.13 **Severance.** If any provision or part-provision of the Service Level Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause 12.13 shall not affect the validity and enforceability of the rest of the Service Level Agreement.

12.14 **Notices.**

12.14.1 Any notice given to a party under or in connection with the Service Level Agreement shall be in writing and shall be:

- (a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
- (b) sent by email to the address specified in the Service Level Agreement Details.

12.14.2 Any notice shall be deemed to have been received:

- (a) if delivered by hand, at the time the notice is left at the proper address;
- (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or
- (c) if sent by email at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 12.14.2(c), business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

12.14.3 This clause 12.14 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

12.15 Third party rights.

12.15.1 Unless it expressly states otherwise, this Service Level Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

12.15.2 The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.

12.16 Governing law. This Service Level Agreement, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by, and construed in accordance with, the law of England and Wales.

12.17 Jurisdiction. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Service Level Agreement or its subject matter or formation.