

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

- 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

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 Labc 0 Twoer o

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

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.

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 of the

19.2. Nothing in clause 19.1 shall limit or exclude either party's liability in respect of inju

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

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.]