

DATED

2018

(1) STEPHENSON MULTI ACADEMY TRUST

(2) ROBBIE FOWLER EDUCATION & FOOTBALL ACADEMY LTD

EDUCATION SERVICES AGREEMENT

THIS AGREEMENT is made

2018

BETWEEN:

- (1) **STEPHENSON MULTI ACADEMY TRUST** a company limited by guarantee registered in England and Wales (company number 10564255) whose registered office is at Rainhill High School, Warrington Road, Rainhill, Prescot, L35 6NY (the "**Trust**") and
- (2) **ROBBIE FOWLER EDUCATION & FOOTBALL ACADEMY LTD** a private limited company registered in England and Wales (company number 9352252) whose registered office is at Jackson Associates, 403 15 Hatton Gardens, Liverpool, L3 2HB ("**FEFA**")

(each a "**Party**" and together the "**Parties**").

BACKGROUND

- (A) The Trust operates Rainhill High School as an Academy school.
- (B) FEFA specialises in the delivery of sport and sport/exercise science courses.
- (C) The Trust and FEFA have agreed that FEFA shall provide level two (2) and level three (3) courses to students on the admission register of Rainhill High School and wish to record the terms on which those courses shall be provided.

1 DEFINITIONS AND INTERPRETATION

1.1 In this Agreement the following words shall have the following meanings:-

"Act"	means the Data Protection Act 2018;
"Academy school"	has the meaning given in section 1A of the Academies Act 2010;
"Commencement Date"	means 1 September 2019;
"Courses"	has the meaning given in Paragraph 1 of Schedule 1;
"Data"	means any and all data relating to the Purpose and includes the Relevant Personal Data which is made available by a Party to the other Party under or in connection with this Agreement;
"Data Controller"	has the meaning given under the Regulation;
"Data Privacy Laws"	means all laws that relate to data protection, privacy, the use of information relating to individuals, and/or the information rights of individuals including, without limitation, the Act, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000, the Privacy and Electronic Communications (EC Directive) Regulations 2003, the Consumer Protection from Unfair Trading Regulations 2008, the Regulation and all and any regulations made under those acts or regulations and all applicable guidance, rules, requirements, directions, guidelines, recommendations, advice, codes of practice, policies, measures or publications of the ICO;

"Data Protection Legislation"	means (i) unless and until the Regulation is no longer applicable in the UK, the Regulation and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the Regulation or the Act;
"Data Processor"	means, in relation to Personal Data, any person who Processes Personal Data on behalf of the Data Controller;
"ESFA"	means the Education and Skills Funding Agency (and any successor or organisation or entity which has taken over its functions and/or responsibilities);
"Expiry Date"	means the date immediately prior to the fourth (4 th) anniversary of the Commencement Date or to any subsequent two (2) anniversary where the Term is extended in accordance with Clause 2.2;
"Fee"	means eighty (80%) of the value of the element one (1) funding received by the Trust from the ESFA for the FEFA Students;
"FEFA Students"	means those students on the admission register of the School but who are taught by FEFA at the Property;
"Funding Agreements"	means the Master Funding Agreement and the Supplemental Funding Agreement;
"Group"	means, in relation to a company, that company and any other company that is from time to time a holding company, a subsidiary or a subsidiary of a holding company where "holding company" and "subsidiary" are defined in the Companies Act 2006;
"Guidance"	means any applicable guidance and/or directions with which FEFA is bound to comply ;
"ICO"	means the Information Commissioner's Office (or replacement body or regulator);
"Insurances"	has the meaning given in Paragraph 23 of Schedule 1;
"Legislation"	means any Act of Parliament, any subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, any exercise of the Royal Prerogative and any enforceable community right within the meaning of section 2 of the European Communities Act 1972, in each case in the United Kingdom;
"Losses"	means all costs, claims, liabilities and expenses (including reasonable legal expenses);
"Master Funding Agreement"	means the master funding agreement made between the Secretary of State for Education and the Trust dated 27 February 2017;

"Personal Data"	has the meaning given under the Regulation;
"Process"	means any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, including without limitation collection, recording, organisation, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction (and "Processed" , "Processes" and "Processing" shall be construed accordingly);
"Property"	means Wavertree Sports Park, Wellington Road, Liverpool, L15 4LE or such other property as shall be approved in advance by the Trust in writing;
"Purpose"	means the provision of the Courses and the engagement with the FEFA Students, both by FEFA, as envisaged by the terms of this Agreement;
"Regulation"	means the General Data Protection Regulation ((EU) 2016/679);
"Relevant Personal Data"	means the Personal Data set out and/or referred to in the Data;
"Representative"	means the employees, agents, officers, advisers, credit reference agencies and other representatives of a Party;
"Supplemental Funding Agreement"	means the supplemental funding agreement made between the Secretary of State for Education and the Trust regarding funding arrangements for the School and dated 27 February 2017;
"School"	means Rainhill High School of Warrington Road, Rainhill, Prescot, L35 6NY;
"Term"	has the meaning given in Clause 2.2;
"Termination Date"	means the date of early termination of this Agreement in accordance with its terms;

1.2 In this Agreement (except where the context otherwise requires):

- 1.2.1 headings and sub-headings are for ease of reference only and shall not be taken into account in the interpretation or construction of this Agreement;
- 1.2.2 use of the singular includes the plural (and *vice versa*) and use of any gender includes the other genders;
- 1.2.3 a reference to a Party shall include that Party's personal representatives, successors or permitted assignees;
- 1.2.4 a reference to persons includes natural persons, firms, partnerships, bodies corporate and corporations, and associations, organisations, governments, states, foundations, trusts and other unincorporated bodies (in each case whether or not having separate legal personality and irrespective of their jurisdiction of origin, incorporation or residence);

- 1.2.5 a reference to a Clause or Schedule is to the relevant clause of or schedule to this Agreement; a reference to a sub-clause or paragraph is to the relevant sub-clause or paragraph of the Clause or Schedule in which it appears; and
- 1.2.6 all references to agreements, documents or other instruments include (subject to all relevant approvals) a reference to that agreement, document or other instrument as amended, supplemented, substituted, novated or assigned from time to time.
- 1.3 The Schedules form an integral part of this Agreement and have effect as if set out in full in the body of this Agreement. A reference to this Agreement includes the Schedules.
- 1.4 In the event of any conflict or inconsistency between the Clauses and the Schedules of this Agreement, the Clauses shall prevail.
- 1.5 General words are not to be given a restrictive meaning because they are followed by particular examples, and any words introduced by the terms "including", "include", "in particular" or any similar expression will be construed as illustrative and the words following any of those terms will not limit the sense of the words preceding those terms.
- 1.6 Any reference to a statute, statutory provision or statutory instrument includes a reference to that statute, statutory provision or statutory instrument together with all rules and regulations made under it as from time to time amended, consolidated or re-enacted.

2. **COMMENCEMENT AND DURATION**

- 2.1 This Agreement shall come into force on the Commencement Date and, subject to Clause 11, shall continue in force until the earlier to occur of the Termination Date and the Expiry Date.
- 2.2 Subject to Clause 2.3 and Clause 11, this Agreement shall be for a term of four (4) years from and including the Commencement Date which, on its expiry and on the expiry of each two (2) year anniversary thereafter, shall automatically extend for a further two (2) year term unless either Party gives the other Party not less than eighteen (18) months' prior written notice, expiring no later than 31 August, that they do not wish the Agreement to automatically extend by a further two (2) year period (the "**Term**").
- 2.3 The Term shall not be extended in accordance with Clause 2.2 where the ESFA considers that the School has failed within the meaning of the ESFA's Funding Guidance for Young People/Subcontracting Control Regulations (as amended, supplemented or replaced from time to time).
- 2.4 The termination of this Agreement howsoever arising is without prejudice to the rights, duties and liabilities of Parties accrued prior to termination. The clauses of this Agreement which expressly or by implication have effect after termination will continue to be enforceable notwithstanding termination.

3. **CONSIDERATION**

In consideration for FEFA performing its obligations under this Agreement, the Trust agrees to perform its obligations under this Agreement and pay the Fee to FEFA on the terms set out in this Agreement.

4. **FEFA OBLIGATIONS**

FEFA shall perform the obligations described in Schedule 1.

5. **TRUST OBLIGATIONS**

The Trust shall perform the obligations described in Schedule 2.

6. **ADDITIONAL SERVICES**

6.1 Any and all work undertaken and/or services provided by the Trust for/to FEFA outside the terms of Schedule 2 shall be chargeable by the Trust to FEFA in addition to and outside of the Fee and so shall be agreed in writing in advance by the Parties before any such work and/or services is/are undertaken or provided.

6.2 FEFA shall be entitled to request additional support and/or training by the Trust and/or additional use of the facilities at the School (beyond the terms specified in the Schedules) which shall be provided by the Trust at the rates and charges made available by the Trust on reasonable request which applicable rates and charges FEFA shall pay to the Trust in accordance with (and on receiving) a valid invoice.

7. **FEFA STAFF**

7.1 FEFA agrees that the details of those FEFA employees who provide the Courses and/or engage with the FEFA Students shall be held on the Trust's single central record.

7.2 The Trust shall be entitled to refuse to admit to the School any FEFA employee whose admission would be, in the opinion of the Trust, to the detriment of the safety of pupils and/or staff. The Trust shall provide FEFA with reasons for its decision to refuse admission. However, the decision of the Trust as to whether a FEFA employee is to be refused admission to the School pursuant to this Clause shall be final and conclusive.

8. **MONITORING AND CONTROL**

The Trust shall be entitled at any time to monitor the discharge of FEFA's obligations under this Agreement, the Courses and/or the FEFA Students (including the making of unannounced visits, interviewing a sample of the FEFA Students and making systematic checks) and to direct FEFA to do such things as the Trust shall consider necessary in the circumstances.

9. **DATA SHARING**

9.1 The Trust may make the Data in its control (including the Relevant Personal Data contained therein) available to FEFA, strictly for the Purpose and in accordance with this Agreement and the Data Protection Legislation only. FEFA may make the Data in its control (including the Relevant Personal Data contained therein) available to the Trust, strictly for the Purpose and in accordance with this Agreement and the Data Protection Legislation only.

9.2 Both Parties acknowledge and agree that both Parties are Data Controllers for the purposes of the Data Protection Legislation and any transfer and exchange of the Relevant Personal Data referred to in Clause 9.1.

9.3 To the extent only that FEFA is in receipt of Data (and Relevant Personal Data contained therein), FEFA undertakes to the Trust; and to the extent only that the Trust is in receipt of Data (and Relevant Personal Data contained therein) from FEFA, the Trust undertakes to FEFA, that it shall:

9.3.1 ensure that its relevant employees, agents and sub-contractors will respect and maintain the confidentiality and security of the Data (including the Relevant Personal Data) and are familiar with the requirements, duties and obligations of this Agreement and the Data Protection Legislation;

9.3.2 treat the Data (including the Relevant Personal Data) as confidential and shall not disclose the Data (including the Relevant Personal Data) to any other person other than

9.3.1.1 in accordance with Clause 9.4,

9.3.1.2 to any member of its Group where permitted under the Data Protection Legislation,

9.3.1.3 as required by law and/or

9.3.1.4 to the extent necessary for the Purposes

(this obligation shall not extend to any information that was rightfully in that Party's possession prior to the date of this Agreement);

9.3.2 having regard to the state of technological development, take all appropriate technical, security, and organisational measures necessary or desirable in relation to the use of the Data (including the Processing of the Relevant Personal Data) under this Agreement which shall as a minimum include

9.3.2.1 ensuring that the Data (including the Relevant Personal Data) in the possession or control of that Party is protected against loss, destruction and damage, and against unauthorised access, use, removal, copying, modification, disclosure or other misuse and

9.3.2.2 ensuring a level of security appropriate to the harm that might result from such unauthorised or unlawful use of the Data (including the Processing of the Relevant Personal Data) or accidental loss, destruction or damage and the nature of the Data (including the Relevant Personal Data) to be protected and

9.3.2.3 maintaining adequate physical controls and password protections for any server or system on which the Data (including the Relevant Personal Data) is stored and

9.3.2.4 ensuring that the Data (including the Relevant Personal Data) is not stored on any mobile device (for example, a laptop or smartphone) or transmitted electronically unless encrypted;

9.3.3 at the request of the other Party, promptly provide a written description of the technical and organisational methods employed by that Party for use of the Data (including Processing of the Relevant Personal Data) pursuant to this Agreement and any other information necessary to demonstrate compliance with the other Party's obligations under this Agreement;

9.3.4 make all reasonable endeavours to ensure that in the course of sharing data and information under, and otherwise in connection with this Agreement, it does not introduce any computer viruses, worms, software bombs or similar items into software programmes, items of hardware, databases or other systems used by the other Party;

9.3.5 ensure that its obligations under this Agreement are performed in accordance with the Data Protection Legislation and the Data Privacy Laws and, without prejudice to the generality of the foregoing, shall

9.3.5.1 not cause the other Party to be in breach of any obligations imposed on it by the Data Protection Legislation and the Data Privacy Laws (in so far as they relate to this Agreement only) and

- 9.3.5.2 use all reasonable endeavours to assist the other Party to comply with any obligations imposed on the other Party by the Data Protection Legislation and the Data Privacy Laws (in so far as they relate to this Agreement only) including, but not limited to, complying with any subject access request or other request relating to the Processing of the Relevant Personal Data under the Data Protection Legislation and the Data Privacy Laws ("**Data Request**") or communicating with the ICO in relation to the Processing of the Relevant Personal Data ("**ICO Correspondence**");
 - 9.3.6 promptly notify the other Party about
 - 9.3.6.1 the receipt of any Data Request or ICO Correspondence of relevance to the other Party and use all reasonable endeavours not to disclose any Relevant Personal Data in response to any Data Request or ICO Correspondence of relevance to the other Party, or to respond to such a request, without first consulting with the other Party,
 - 9.3.6.2 a complaint relating to the other Party's obligations under the Data Protection Legislation and the Data Privacy Laws or
 - 9.3.6.3 the receipt of a request from a data subject to cease or not begin Processing their Relevant Personal Data or to rectify, correct, amend, block, withdraw, erase, delete or destroy their Relevant Personal Data;
 - 9.3.7 retain all Relevant Personal Data within the European Economic Area, subject to Clause 9.4, or only disclose the information contained therein to any third party Data Processor, or any member of its Group, in each case outside of this area where permitted under the Data Protection Legislation;
 - 9.3.8 promptly (and in any event within any necessary timeframes prescribed by law) notify the other Party of any unauthorised or unlawful use, Processing, disclosure, loss of, damage to, corruption of or destruction of any Data (including the Relevant Personal Data);
 - 9.3.9 subject to any applicable statutory or professional retention periods, not use, retain or Process the Data (including the Relevant Personal Data) for longer than is necessary to carry out the Purpose and shall securely destroy the Data (including the Relevant Personal Data) once the use, retention or Processing of it is no longer necessary for the Purpose;
 - 9.3.10 not attempt to identify any data subject whose information is contained in the Data (including the Relevant Personal Data) and/or attempt to contact any such data subject;
 - 9.3.11 not copy, decompile, modify, reverse engineer, or derivative works out of the Data (including the Relevant Personal Data); and
 - 9.3.12 ensure that any of its Representatives to whom it provides the Data (including the Relevant Personal Data) in accordance with this Agreement, agree to the same restrictions and conditions set out in this Agreement relating to the Data (including the Relevant Personal Data), and to be bound by such restrictions and conditions.
- 9.4 Where a Party (in its capacity as Data Controller) intends to appoint a third party Data Processor to carry out (on behalf of that Party) the Processing of the Relevant Personal

Data made available to that Party, that Party must ensure that it has received the prior written consent of other Party and, having received that consent, must ensure that:

- 9.4.1 sufficient guarantees are obtained from the Data Processor in respect of the security measures it will take;
 - 9.4.2 reasonable steps are taken to ensure compliance with the measures;
 - 9.4.3 all Processing by the Data Processor, carried out on behalf of that Party will be carried out under a written contract which imposes (at least) the following requirements:
 - 9.4.3.1 the Data Processor will only act on instructions from that Party;
 - 9.4.3.2 the Data Processor must comply with obligations equivalent to those imposed under the Regulation; and
 - 9.4.3.3 such other requirements as may be set out in the Data Protection Legislation.
- 9.5 FEFA warrants and undertakes to the Trust, and the Trust warrants and undertakes to FEFA that:
- 9.5.1 it will at all times comply fully with the requirements of Data Privacy Laws as they apply to the Processing of the Relevant Personal Data in connection with this Agreement and shall not do anything or omit to do anything in connection with this Agreement which would place the other Party in breach of any Data Privacy Laws;
 - 9.5.2 it has full power and authority to enter into and carry out the provisions of this Agreement;
 - 9.5.3 it is not under any restriction or obligation that could affect its performance of its obligations under this Agreement;
 - 9.5.4 neither its execution, delivery and performance of this Agreement and the other documents to which it is a Party and the consummation of the transactions contemplated in this Agreement:
 - 9.5.4.1 do or will result in its violation or breach of any applicable law, rule or regulation; or
 - 9.5.4.2 require the consent of any person, or conflict with, result in a variation or breach of, constitute a default under, or result in the acceleration of, any material contract; and
 - 9.5.5 it has taken appropriate technical and organisational measures against unauthorised or unlawful use of the Data (including the Processing of the Relevant Personal Data) and against accidental loss or destruction of, or damage to, the Data (including the Relevant Personal Data).
- 9.6 The Trust shall provide FEFA with training on its obligations under the Data Protection Legislation insofar as the same relates to the Courses and the FEFA Students and FEFA shall (and shall procure that its employees shall) attend such training.
10. **DISPUTE RESOLUTION**
- 10.1 If a dispute arises regarding any aspect of this Agreement and/or in relation to the Courses and/or FEFA Students, the Parties shall consult in good faith in an attempt to come to an agreement in relation to the disputed matter.

- 10.2 If the Parties fail to resolve the dispute having consulted in good faith, the dispute shall be referred to the Director of Finance and Operations for the Trust and FEFA's Principal who shall consult in good faith in an attempt to come to an agreement regarding the disputed matter.
- 10.3 If the Director of Finance and Operations for the Trust and FEFA's Principal fail to resolve the dispute having consulted in good faith, the dispute shall be referred to the Trust's accounting officer and chair and to FEFA's directors who shall consult in good faith in an attempt to resolve the disputed matter.

11. **TERMINATION**

- 11.1 The Trust shall be entitled to terminate this Agreement on giving not less than three (3) months' written notice to FEFA where:
- 11.1.1 FEFA adversely affects the reputation of the Trust, the School and/or any Academy school operated by the Trust;
 - 11.1.2 any FEFA Student presents behavioural and/or safeguarding issues that are not resolved by FEFA (having had support and guidance from the School) and poses a risk to the FEFA Student, any other FEFA Students, any FEFA employees, any Trust employees or representatives and/or the reputation of the Trust, the School and/or any Academy school operated by the Trust;
 - 11.1.3 the Courses deliver results over a three (3) year period that would be considered as requires improvement in terms of students' progress as defined by Ofsted inspection guidance;
 - 11.1.4 the Courses deliver results over a two (2) year period that would be considered inadequate in terms of students' progress as defined by Ofsted inspection guidance;
 - 11.1.5 FEFA ceases to be recorded as active on the Companies House register;
 - 11.1.6 FEFA proposes to dissolve or enter into a voluntary liquidation and/or is in receipt of a petition or order for its winding up or compulsory liquidation;
 - 11.1.7 FEFA is overdue in submitting its accounts to Companies House; and/or
 - 11.1.8 FEFA commits a material breach of this Agreement.
- 11.2 After the fourth (4th) anniversary of the Commencement Date, the Trust shall be entitled to terminate this Agreement by giving not less than eighteen (18) month's written notice to FEFA.
- 11.3 FEFA shall be entitled to terminate this Agreement by giving not less than twelve (12) months' written notice to the Trust where the School is graded inadequate by Ofsted and/or is subject to an unsatisfactory ESFA audit.
- 11.4 After the fourth (4th) anniversary of the Commencement Date, FEFA shall be entitled to terminate this Agreement by giving not less than eighteen (18) months' written notice to the Trust.
- 11.5 This Agreement shall terminate where the ESFA requires the School to discontinue this Agreement in accordance with the ESFA's Funding Guidance for Young People/Subcontracting Control Regulations.

12. **CONFIDENTIALITY**

Each Party undertakes to the others that it will keep the contents of this Agreement confidential as between the Parties and the Department for Education (or its successors) except to the extent that disclosure is required by law.

13. **THIRD PARTIES**

No person who is not a Party is intended to reserve a benefit under, or be entitled to enforce, this Agreement pursuant to the Contracts (Rights of Third Parties) Act 1999.

14. **FORCE MAJEURE**

Neither Party will be liable to the other for any delay or non-performance of its obligations under this Agreement arising from any cause or causes beyond its reasonable control.

15. **GENERAL**

15.1 No forbearance or delay by either Party in enforcing its rights will prejudice or restrict the rights of that Party, and no waiver of any such rights or of any breach of any contractual terms will be deemed to be a waiver of any other right or of any later breach.

15.2 No variation of this Agreement will be valid unless recorded in writing and signed by or on behalf of each of the Parties to this Agreement.

15.3 If any provision of this Agreement (or part of any provision) is found by any court or other authority of competent jurisdiction or illegal, the other provisions will remain unaffected and in force.

15.4 Nothing in this Agreement will be construed as constituting or evidencing any partnership, contract of employment or joint venture of any kind between either of the Parties or as authorising either Party to act as agent for the other. Neither Party will have authority to make representations for, act in the name or on behalf of or otherwise to bind the other Party in any way.

15.5 Neither Party will make any announcement relating to this Agreement or its subject matter without the prior written approval of the other Party (such approval not to be unreasonably withheld or delayed).

15.6 Each Party will, at the request of the other Party and its own cost, do (or procure others to do) everything necessary to give the other Party the full benefit of this Agreement.

15.7 Any notice required to be given under this Agreement shall be in writing and shall be delivered personally, or sent by pre-paid first class or recorded delivery or by commercial courier, to each Party required to receive the notice at the addresses specified by the relevant Party by written notice to the other (and if no such address is specified), the address set out at the front of this Agreement.

15.8 Any notice shall be deemed to have been duly received:

15.8.1 if delivered personally, when left at the address referred to in this Clause; or

15.8.2 if sent by pre-paid first class post or recorded delivery, at 9.00 a.m. on the second business day after posting; or

15.8.3 if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

- 15.9 A notice required to be given under this Agreement shall not be validly given if sent by email.
- 15.10 This Agreement may be executed in any number of counterparts, each of which will be an original and all of which will together constitute a single agreement.
- 15.11 Each Party shall bear its own costs and expenses (including legal fees) in relation to the preparation and execution of this Agreement.
- 15.12 This Agreement constitutes the entire agreement and understanding between the Parties in respect of the matters dealt with in and supersedes any previous agreement between the Parties.
- 15.13 Each of the Parties acknowledges and agrees that in entering into this Agreement it does not rely on, and will have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether a Party or not) other than as expressly set out in this Agreement.

16. GOVERNING LAW AND JURISDICTION

- 16.1 This Agreement will be governed by and interpreted in accordance with the law of England and Wales.
- 16.2 Each Party irrevocably submits to the exclusive jurisdiction of the courts of England and Wales over any claim or matter arising under or in connection with this Agreement.

SIGNED by _____)

Duly authorised on behalf of the

TRUST

in the presence of

Signature

Name

Occupation

Address

SIGNED by _____)

Duly authorised on behalf of

FEFA

in the presence of

Signature

Name

Occupation

Address

SCHEDULE 1

FEFA OBLIGATIONS

1. Courses

- 1.1. Subject to Paragraph 1.2, FEFA shall provide level two (2) and level three (3) courses to the FEFA Students, provided always that each any such course shall have first been approved by the Trust in writing (the "**Courses**").
- 1.2. FEFA shall provide the Trust with complete and accurate details of each Course it proposes to teach to the FEFA Students in sufficient time, being not less than one (1) school term before the start of the academic year in which it is proposed that the Course shall be taught to the FEFA Students.
- 1.3. FEFA shall ensure that the Courses are separate and distinct from FEFA's other activities and shall ensure that the FEFA Students understand the rules and requirements pertaining to each.
- 1.4. FEFA shall ensure that the FEFA Students achieve the core aim of their learning programme while on the Courses. Should any FEFA Student fail to continue with their programme of learning until they have completed the core aim of their Course, FEFA shall repay to the Trust (on demand) that part of the Fee which relates to the incomplete core aim of the Course for that FEFA Student.
- 1.5. FEFA shall ensure a minimum retention of FEFA Students from year 12 to year 13 of ninety per cent (90%), failing which FEFA shall repay to the Trust (on demand) that part of the Fee which relates to those students who were FEFA Students but who do not transition from year 12 to year 13.
- 1.6. FEFA shall ensure that the FEFA Students make positive progress on the Courses that would be defined as 'good' or 'outstanding' by Ofsted inspection guidance.
- 1.7. FEFA shall deliver the Courses in accordance with the ESFA's expected quality standards.

2. Property

- 2.1. Subject to Paragraph 3, FEFA shall only provide the Courses at the Property.
- 2.2. FEFA shall pay any and all outgoings, rates, rent and other costs as they fall due in relation to the Property and shall reimburse to the Trust (on demand) such sums as the Trust may incur in relation to the Property including any rent, licence or other fee paid by the Trust to a third party under a lease, tenancy or licence agreement.
- 2.3. Where the Trust incurs Losses relating to FEFA's teaching of FEFA Students at the Property, FEFA shall indemnify (and keep indemnified) the Trust against those Losses.
- 2.4. FEFA shall provide the Trust and the ESFA (and any of their respective agents, contractors and/or advisers) with full, free and unfettered access to any and all areas of the Property used in the provision of the Courses and/or by the FEFA Students including for the purposes of any investigation which the Trust (in its absolute discretion) may decide to undertake.

3. School

FEFA shall ensure each FEFA Student attends the School (which shall include any site forming part of the School) at least once each week during term time.

4. Personnel

- 4.1. FEFA shall only use its directly-employed staff to provide the Courses.
- 4.2. FEFA shall ensure that its directly-employed staff who provide the Courses are eligible to do so in accordance with the Education (Specified Work) (England) Regulations 2012.
- 4.3. FEFA shall ensure that its directly-employed staff who provide the Courses have been checked against List 99 and checked through the Disclosure and Barring Service and all other checks required by law.
- 4.4. Where FEFA uses volunteers to provide the Courses and engage with the FEFA Students: FEFA shall control those volunteers as though they are FEFA employees; and any and all references to FEFA's directly-employed staff or employees in this Agreement shall be include reference to those volunteers.
- 4.5. FEFA shall comply with such rules, regulations and requirements relating to the conduct of staff (including those in respect of security arrangements) as may be made and enforced by the Trust from time to time and shall ensure that its directly-employed staff do likewise.
- 4.6. FEFA shall take and/or procure appropriate disciplinary action against any person employed by FEFA who transgresses any such rules, regulations and requirements (which may include the removal of any such person from the Property and/or the School).
- 4.7. FEFA shall provide the Trust with a written list of the names of all FEFA directly-employed staff who it expects may require admission to the School in connection with the Courses specifying the capacities in which those employees are concerned with the Courses and giving such other particulars as the Trust shall reasonably require. FEFA shall update this information as and when such employees are replaced or complemented by other FEFA directly-employed staff.
- 4.8. FEFA shall be entirely responsible for the employment and conditions of service of its employees.
- 4.9. FEFA shall comply with and/or procure compliance with any notice issued by the Trust from time to time requiring the removal from the School of any FEFA employee who, in the opinion of the Trust, is not acceptable on the grounds of security, safeguarding or other grounds and that such person shall not be employed again in the provision of the Courses without the written consent of the Trust.
- 4.10. FEFA shall ensure that no FEFA employee or representative with a direct or indirect financial interest in FEFA undertakes any management control activities in relation to the Courses and/or the FEFA Students which shall include signing time sheets or invoices and organising and/or carrying out monitoring activity or visits to check FEFA's delivery of the Courses.
- 4.11. FEFA shall ensure that its employees who are involved in providing the Courses and/or working with the FEFA Students access and attend any and all continuing professional development which the School provides for it staff including in terms of generic development of teaching and learning, subject specific and vocational training.
- 4.12. FEFA shall ensure that its employees who are involved in providing the Courses and/or working with the FEFA Students access and attend the internal leadership continuing professional development provided by the School.
- 4.13. FEFA shall ensure that its employees who are involved in providing the Courses and/or working with the FEFA Students access and attend all training for safeguarding and

health & safety which the School provides for its staff including in relation to child protection, the prevent duty in the Counter-Terrorism and Security Act 2015, e-safety, Data Protection, manual handling and all other related training.

5. Subcontracting

FEFA shall not (and shall not be entitled to) subcontract any or all of its obligations under this Agreement, any aspect of the Courses and any dealings with the FEFA Students to any other person.

6. FEFA Students

- 6.1. FEFA shall ensure that the FEFA Students make a positive contribution to the Trust, in particular to the School.
- 6.2. FEFA shall, with support and guidance from the School, address and rectify any and all behavioural and/or safeguarding issues concerning any FEFA Student which may pose a risk to that FEFA Student, any other FEFA Students, any FEFA employees, any Trust employees or representatives and/or the reputation of the Trust, the School and/or any Academy school operated by the Trust.
- 6.3. FEFA shall comply with any and all advice provided by the sixth form team at the School insofar as the same relates to the FEFA Students.
- 6.4. FEFA shall ensure that the FEFA Students access and use Show My Homework Access, being the online facility which is available to and used by other students registered on the admission register of the School.
- 6.5. FEFA shall comply with any all policies on student personal development, behavior and welfare and finance, as used by the sixth form at the School, in relation to the Courses and/or the FEFA Students.
- 6.6. FEFA shall co-operate fully with the attendance officer support provided by the Trust in relation to the FEFA Students.
- 6.7. FEFA shall co-operate with and assist the Trust in providing the FEFA Students, where required, with access to the careers advice and guidance which is provided by the School.
- 6.8. FEFA shall co-operate with and assist the Trust in providing identified FEFA Students with access to the UCAS process (including mentoring and quality control on their UCAS applications) which shall be provided by staff at the School.

7. Safeguarding

- 7.1. FEFA shall comply with any and all policies, procedures, rules, regulations and requirements adopted by the Trust in providing the Courses and its dealings with the FEFA Students.
- 7.2. FEFA shall comply with any and all safeguarding advice and guidance, as provided by senior leaders at the School, in providing the Courses and its dealings with the FEFA Students.

8. Use of Facilities and Access to Resources

FEFA shall use (and shall ensure that the FEFA Students use) the facilities at the School in accordance with Paragraph 6 of Schedule 2.

9. Quality Assurance

- 9.1. FEFA shall implement any and all quality assurance and control processes for vocational education determined by the Trust for use in connection with the Courses and/or the FEFA Students.
- 9.2. FEFA shall co-operate with and assist any analysis by the Trust of the quality of teaching over time, lesson observations, work scrutiny and student voice relating to the Courses and/or the FEFA Students and shall comply with any and all advice and guidance issued by the Trust to FEFA in this regard.

10. Annual Review

FEFA shall meet the Trust once annually, as directed by the Trust, to review FEFA's discharge of its obligations under this Agreement, the delivery of the Courses, the performance of the Students and other related matters and shall implement each recommendation and/or direction issued by the Trust following each such review.

11. Assessment and Performance

- 11.1. FEFA shall access and use the assessment analytical software, as used by the School, for the purposes of the FEFA Students and as directed by the Trust.
- 11.2. FEFA shall access and use the School's information management system for the purposes of assessment, recording and reporting to the FEFA Students and their parents and/or carers.
- 11.3. FEFA shall co-operate and assist with each and any termly and annual review of FEFA Student performance undertaken by the Trust.

12. Ofsted

FEFA shall not communicate or having any dealings with Ofsted (whether as part of an Ofsted inspection or visit or otherwise) regarding the Courses and/or the FEFA Students without the prior written consent of the Trust and then only as the Trust shall direct.

13. Fee

- 13.1. FEFA shall expend the Fee only on providing the Courses to the FEFA Students and on eligible expenditure as may be stipulated by the Trust and/or the ESFA.
- 13.2. FEFA shall keep the Fee it receives in a bank account which is separate from (and which does not include) monies held by FEFA in respect of any of its other activities.
- 13.3. Where the ESFA determines that the Fee has been expended on ineligible activity and seeks recovery of those funds (by whatever means), FEFA shall repay those funds to the Trust and shall indemnify (and keep indemnified) the Trust against any and all Losses incurred by the Trust in this regard.
- 13.4. FEFA shall comply with any and all directions issued by the Trust regarding FEFA's financial arrangements, practices and compliance insofar as the same relates to the provision of the Courses and/or the FEFA Students.

14. Records, Information and Access

- 14.1. FEFA shall keep and maintain complete and accurate records of the Fee it receives and its expenditure in providing the Courses (including eligible expenditure as may be stipulated by the Trust and/or the ESFA) and shall make those records available to the Trust (and shall provide copies of the same to the Trust) on request.

- 14.2. FEFA shall provide the Trust and the ESFA (and any of their respective agents, contractors and/or advisers) with full, free and unfettered access to any and all information held by FEFA relating to the Courses and the FEFA Students including for the purposes of any investigation which the Trust (in its absolute discretion) may decide to undertake..

15. Reporting

- 15.1. FEFA shall report to the Trust (at such frequency and in such format as the Trust shall direct) on the delivery of the Courses, the performance of the FEFA Students, the expenditure of the Fee and such other matters relating to the Courses, the FEFA Students and the Fee as the Trust shall direct.
- 15.2. FEFA shall report to the Trust (at such frequency and in such format as the Trust shall direct) on the volume and value of all contracts it holds with ESFA directly funded institutions and to confirm that each individual student with which FEFA is involved only has funding claimed by one institution.

16. Policies and Procedures

FEFA shall comply with and implement any and all policies and procedures, as may be adopted by the Trust, in providing the Courses and in its dealings with the FEFA Students

17. Directions and Instructions

FEFA shall comply with and implement any and all directions and instructions issued by the Trust to FEFA relating to the Courses and/or the FEFA Students including for the purposes of any investigation which the Trust (in its absolute discretion) may decide to undertake.

18. ESFA Intervention

FEFA shall co-operate and comply fully with each and any action, intervention, investigation and/or requirement by the ESFA relating to this Agreement, the provision of the Courses and/or FEFA's dealings with the FEFA Students and shall comply with each and any direction or request issued by the Trust in respect of the same.

19. Legislation and Guidance

FEFA shall comply with all applicable Legislation and Guidance when providing the Courses and in its dealings with the FEFA Student and shall assist the Trust to ensure compliance with the same.

20. ESFA Guidance

- 20.1. FEFA shall comply with

20.1.1. the ESFA's Funding Guidance for Young People/Funding Regulations and

20.1.2. the ESFA's Funding Guidance for Young People/Subcontracting Control Regulations

(each as amended, supplemented or replaced from time to time) in the provision of the Courses and in any dealings with the FEFA Students and shall assist the Trust to ensure compliance with the same.

21. Funding Agreements

FEFA shall comply with the Trust's obligations in the Funding Agreements insofar as the same relates to FEFA's obligations in this Agreement, the provision of the Courses and/or FEFA's dealings with the FEFA Students and shall assist the Trust to ensure compliance with the same.

22. The Trust

FEFA shall not omit or do anything (or permit anything to be done or not done) which may adversely affect the reputation of the Trust, the School and/or any other Academy school operated by the Trust.

23. Insurance

23.1. FEFA shall place and maintain

23.1.1. public liability insurance with a level of indemnity of ten million pounds (£10m) in the aggregate,

23.1.2. employers liability insurance with a level of indemnity of five million pounds (£5m) in the aggregate and

23.1.3. professional indemnity insurance with a level of indemnity of one million pounds (£1m) in the aggregate

(the "**Insurances**").

23.2. FEFA shall, on reasonable notice, provide the Trust with:

23.2.1. copies of the policies in respect of the Insurances; and

23.2.2. evidence that the premiums payable under the Insurances have been paid and that the Insurances are in full force and effect.

23.3. FEFA shall provide the Trust with copies of the insurance certificates for the Insurances annually on their renewal.

24. Indemnity

FEFA shall indemnify (and keep indemnified) the Trust against any and all Losses incurred by the Trust and arising from any breach by FEFA of its obligations under this Agreement.

25. Additional Services

FEFA shall not undertake any work and/or provide any services for the Trust beyond the terms set out in this Schedule without the prior written agreement of the Trust.

26. Freedom of Information

FEFA shall cooperate with the Trust, to the extent it is legally able to do so, to enable the Trust, when receiving a request for information under the Freedom of Information Act 2000, to respond to that request promptly and within the statutory timescales. This cooperation shall include but not be limited to finding, retrieving and supplying information held, directing requests to other persons as appropriate and responding to any requests by the Trust for comments or other assistance.

27. Continuity of Provision

Where this Agreement terminates in accordance with Clause 11, FEFA shall co-operate with the Trust to ensure a smooth transition of the FEFA Students from FEFA to the School and/or to an alternate institution so that there is no gap in the provision made for those students. This may involve a phased withdrawal of the FEFA Students from FEFA and/or the transfer of funding for those students to the School and/or an alternate institution.

SCHEDULE 2

TRUST OBLIGATIONS

1. Leadership

- 1.1. The Trust shall provide FEFA with the senior leadership experience of the School in working with elite sports performers and educational leadership within and across the football premier league insofar as the same relates to the FEFA Students.
- 1.2. The Trust shall provide FEFA with the senior leadership experience of the School in post 16 education in curriculum design, quality assurance, teaching & learning and student outcomes insofar as the same relates to the FEFA Students.
- 1.3. The Trust shall provide FEFA with the senior leadership experience of the School in post 16 education funding, coding of students, timetabling, special educational needs and a long-term working relationship with ESFA insofar as the same relates to the FEFA Students.
- 1.4. The Trust shall provide FEFA with the middle leadership experience of the School in producing excellent results in applied general and vocational courses at levels two (2) and three (3) insofar as the same relates to the FEFA Students.

2. Management

- 2.1. The Trust shall provide FEFA with senior leadership advice and guidance from the School on curriculum viability, content and delivery insofar as the same relates to the FEFA Students.
- 2.2. The Trust shall provide FEFA with senior leadership direct management from the School in the registration of FEFA Students on the admission register of the School and the coding and timetabling of FEFA Students.
- 2.3. The Trust shall take all reasonable steps to procure the ESFA element one (1) funding for the FEFA Students.
- 2.4. The Trust shall take all reasonable steps to procure any ESFA element two (2) funding and any ESFA element three (3) funding that is available for any of the FEFA Students which the Trust shall retain for the sole purpose of supporting those FEFA Students.
- 2.5. The Trust shall register the FEFA Students for examination entries.
- 2.6. The Trust shall include the FEFA Students' examination results in the overall post 16 educational performance for the School.
- 2.7. The Trust shall oversee and manage any Ofsted inspection process or visit and any and all communications and dealings with Ofsted relating to the FEFA Students.
- 2.8. The Trust shall determine the quality assurance and control processes for vocational education to be implemented by FEFA in its dealings with the FEFA Students.
- 2.9. The Trust shall provide FEFA with access to and use of the assessment analytical software used by the School for the purposes of the FEFA Students.
- 2.10. The Trust shall provide FEFA with access to and use of the School's information management system for the purposes of assessment, recording and reporting to the FEFA Students and their parents and/or carers.
- 2.11. The Trust shall provide FEFA with termly reports on the FEFA Students' performance and attitude to learning.

- 2.12. The Trust shall provide FEFA with safeguarding advice and guidance provided by senior leaders at the School insofar as the same relates to the FEFA Students.
- 2.13. The Trust shall monitor FEFA's safeguarding arrangements, practices and compliance relating to the FEFA Students which shall include the inspection of the Property.
- 2.14. The Trust shall monitor FEFA's financial arrangements, practices and compliance relating to the FEFA Students.
- 2.15. The Trust shall include the FEFA Students in the sixth form assessment cycle for the School and shall moderate, standardise and report on the performance of the FEFA Students including termly reviews of FEFA Student performance.
- 2.16. The Trust shall take all reasonable steps to procure any high needs funding that is available from the local authority for any of the FEFA Students and shall conduct annual reviews and liaise with the special educational needs officer at the local authority in relation to the FEFA Students.
- 2.17. The Trust shall quality assure the level two (2) and level three (3) courses taught by FEFA to the FEFA Students which may include analysis of the quality of teaching over time, lesson observations, work scrutiny, student voice and advice and guidance.
- 2.18. The Trust shall provide FEFA with informal support and advice from the sixth form team at the School insofar as the same relates to the FEFA Students.
- 2.19. The Trust shall undertake termly and annual reviews of FEFA Student performance.

3. Education

- 3.1. The Trust shall provide A level teaching to those FEFA Students who are eligible (and decide) to study these courses.
- 3.2. The Trust shall provide level two (2) Maths and English courses for FEFA Students in accordance with Department for Education and ESFA requirements for post 16 students.
- 3.3. The Trust shall provide FEFA Students with Show My Homework Access, being the online facility which is available to and used by other students registered on the admission register of the School.
- 3.4. FEFA shall teach the Courses in accordance with the term dates used by the School.

4. Professional Development

- 4.1. The Trust shall provide FEFA employees engaged with the FEFA Students with full access to continuing professional development which the School provides for its staff including in terms of generic development of teaching and learning, subject specific and vocational training.
- 4.2. The Trust shall provide FEFA employees engaged with the FEFA Students with access to the internal leadership continuing professional development provided by the School.
- 4.3. The Trust shall offer opportunities for FEFA employees engaged with the FEFA Students to be seconded to the School to develop FEFA's senior leadership capacity and capability.
- 4.4. The Trust shall provide FEFA with informal support and partnership working from other vocational teachers and leaders at the School insofar as the same relates to the FEFA Students.

5. Student Personal Development, Behaviour and Welfare

- 5.1. The Trust shall provide FEFA with access to all policies on student personal development, behavior and welfare and finance used by the sixth form at the School shall applicable to and be used by FEFA with regard to the safeguarding of FEFA Students.
- 5.2. The Trust shall provide all FEFA employees engaged with the FEFA Students with access to all relevant training for safeguarding and health & safety which the School provides for its staff including in relation to child protection, the prevent duty in the Counter-Terrorism and Security Act 2015, e-safety, Data Protection, manual handling and all other related training.
- 5.3. The Trust shall record the absence of FEFA Students through the School's information management system and monitor and follow up of any such absence.
- 5.4. The Trust shall provide FEFA with attendance officer support in relation to the FEFA Students.
- 5.5. The Trust shall provide FEFA with access, where required for FEFA Students, to the careers advice and guidance which is provided by the School.
- 5.6. The Trust shall provide identified FEFA Students with access to the UCAS process (including mentoring and quality control on their UCAS applications) which shall be provided by staff at the School.

6. Use of Facilities and Access to Resources

- 6.1. The Trust shall provide FEFA with use of a sixth form classroom at the School for use during the school day with FEFA Students.
- 6.2. The Trust shall provide FEFA with use of the astro (full or part) at the School on a mutually agreed timetable, including Wednesday pm matches, for use with the FEFA Students.
- 6.3. The Trust shall provide the FEFA Students with use of the sixth form study and social areas at the School.
- 6.4. The Trust shall provide FEFA employees with use of the sixth form and facilities at the School where such use relates to the work of the FEFA employees with the FEFA Students.
- 6.5. The Trust shall provide FEFA employees with access to the dining facilities at the School where the FEFA employees are at the School for the purposes of their work with the FEFA Students.
- 6.6. The Trust shall provide FEFA Students with access to the sixth form dining facilities at the School.

7. Payment

- 7.1. The Trust shall pay the Fee to FEFA in quarterly instalments which shall be paid termly in advance during the first week in September, December, March and June throughout the Term.