

Terms and Conditions Get Started: Health and Social Care

1 Definitions and Interpretation

1.1 In this Agreement:

“Background IP” means any Intellectual Property Rights, other than Foreground IP, that are used in connection with the Programme by the Party owning it;

“Beneficiaries” means the participants who take part in the Programme;

“Confidential Information” means any information of a confidential nature in any form obtained under this Agreement or relating to this Agreement and shall include any information in relation to PT and/or the Programme;

“Contract Manager” means the employee who has management responsibility for this Agreement and the Programme as set out in Schedule 2 or nominated by each Party in writing from time to time;

“Control” means as defined in section 1124 of the Corporation Tax Act 2010;

“Data Controller, Data Processor, Data Protection Officer, Data Subject, Data Subject Access Request, Personal Data, Personal Data Breach, Special Categories of Data” has the meaning given in the Data Protection Laws;

“Data Protection Laws” means (i) the Data Protection Act 2018; and, (ii) the EU General Data Protection Regulation (EU) 2016/679 and any national implementing legislation, from time to time;

“Data Loss Event” means any event that results, or may result, in unauthorised access to Personal Data under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach;

“DBS” means the Disclosure and Barring Service;

“Force Majeure Event” means an act or event or other circumstance beyond a Party’s reasonable control which affects the performance by that Party of its obligations in this Agreement, such as (but not limited to) disaster, fire, flood, actual or threatened terrorist attack, pandemic or government restrictions on social gatherings, public health crisis;

“Foreground IP” means any and all Intellectual Property Rights that arise or are obtained or developed for the purposes of the Programme, including those developed by PT, the Organisation, and/or any Subcontractor, whether or not used in the Programme;

“Insolvency Event” means the calling of any meeting of a relevant organisation’s creditors; the appointment of any receiver, administrator, or administrative receiver over all or any part of its assets or undertaking; the suspension or cessation of its business; any threat to suspend or cease its business; the presentation of a

winding-up petition; the convening of a meeting to pass a winding up resolution; or entering into liquidation;

“Intellectual Property Rights” means any and all inventions, patents, trademarks, signs or service marks, rights in designs, trade or business names (including domain names and email addresses), rights in know-how, copyrights (including rights in computer software), moral rights, database rights and topography rights, rights to use, image rights and all rights or forms of protection of a similar nature or having equivalent or similar effect to any of these which may subsist anywhere in the world for the full permitted duration of such rights and all renewals and extensions to the same (whether registered or unregistered and including applications for registration of any such thing);

“Malicious Software” means any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence;

“Mark” means the logo of PT as detailed in Schedule 6;

“Party” means a party to this Agreement;

“Platform” means any software and/or online service or application used in the delivery of the Programme, including without limitation Microsoft Teams, Zoom, Whatsapp, Facebook;

“Programme(s)” means the programme(s) detailed in Schedule 2;

“Programme Materials” means any materials produced to assist delivery of the Programme, in any medium and produced by any party;

“Protective Measures” means appropriate technical and organisational measures, to protect against unauthorised or unlawful processing of the Personal Data and against accidental loss or destruction of, or damage to, the Personal Data (those measures may include, where appropriate, pseudonymising and encrypting the Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to the Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

“PT Funder” means any organisation providing funding to PT and/or through PT, to the Organisation, in relation to the Programme;

“PT IP Rights” means all PT’s Intellectual Property Rights, including but not limited to the Mark and The Prince’s Trust name;

“Review Meeting” means a meeting between the Parties to assess the success of the Programme in accordance with clause 13;

“RIDDOR” means the Reporting of Injuries, Diseases and Dangerous Occurrence Regulations 2013;

“Safeguarding” means the procedures and protocols that provide Beneficiaries with protection from abuse and protect their wellbeing;

“Safeguarding Incident” any indication or allegation (except for where manifestly false) of abuse or inappropriate behaviour by: (i) any person employed or engaged by the Company or any Delivering Organisation, whether as agents, consultants, volunteers, employees or otherwise, against a Beneficiary; and/or (ii) any Beneficiary, where the indication or allegation of abuse or inappropriate behaviour occurs during the Programme;

“Serious H&S Incident” means any incident taking place during the Programme in which a Beneficiary or volunteer suffers serious harm, including an incident which is reportable under RIDDOR and any type of incident which is regarded as serious under guidance provided by PT from time to time;

“Supporting Documents” means documents published by PT from time to time describing the content, guidelines, required forms and other information in respect of the Programme;

“Subcontractor” means an entity engaged by the Organisation in accordance with clause 24 to deliver any part of the Programme, whether as agents, consultants, sub-contractors or otherwise;

“Term” means the period specified in Schedule 2 or such earlier period ending with the date on which this Agreement is terminated under clause 20;

“Third Party Processor” means any third party appointed to process Personal Data on behalf of the Processor;

1.2 In this Agreement:

1.2.1 where there is more than one Programme provided according to the terms of this Agreement (as specified in Schedule 2) every reference to ‘the Programme’ shall be a reference to each and every Programme provided in accordance with this Agreement;

1.2.2 references to this Agreement shall include any Schedules and Annexes to it and references to clauses, Schedules and Annexes are to clauses of, and Schedules and Annexes to, this Agreement (unless the context otherwise requires); terms defined in the Schedules and Annexes and not in the main body of this Agreement shall have the meanings given to them in such Schedules and Annexes; and the

Schedules and Annexes appended to this Agreement are deemed to be incorporated and form part of this Agreement;

1.2.3 reference to any statute or statutory provision shall include references to it as amended, supplemented or re-enacted from time to time, and all subordinate legislation made from time to time under that statute or statutory provision;

1.2.4 every indicative list, or use of the words “including”, “for example” or “in particular”, or any similar words or expression apply without limitation, without prejudice to the generality and shall not limit the sense of the words following those terms.

2 Programme Delivery

2.1 PT has agreed to comply with the PT Obligations as detailed in Schedule 4 in return for the Organisation complying with its obligations as detailed in Schedule 3.

3 Health and Safety

3.1 Both Parties shall comply with all laws applicable to health and safety (referred to in this clause 3 as the “H&S Legislation”) in relation to this Agreement and the delivery of the Programme. For the avoidance of doubt, PT shall have no liability whatsoever for the discharge of the obligations of the Organisation or any Delivering Organisation under the H&S Legislation. Both Parties shall ensure that the highest standards are applied in protecting the health and safety of all those involved in the Programme, including all Beneficiaries.

3.2 PT may from time to time review the Organisation’s health and safety policies and practices, for which the Organisation shall provide full cooperation and provide all relevant information requested by PT as soon as reasonably practicable, including a copy of the Organisation’s health and safety policy; an overview of the Organisation’s safety management system; and examples of the Organisation’s risk assessments.

3.3 The Organisation shall notify PT within 24 hours if it becomes aware of a Serious H&S Incident occurring during the Programme and assist with any investigation which PT reasonably requires. Where required by RIDDOR, the Organisation shall report the incident to the relevant enforcing authority and forward a copy of the report to PT.

3.4 Notwithstanding the above, PT shall have no responsibility to the Organisation for establishing whether the Organisation or any Subcontractor is compliant with the H&S Legislation.

3.5 All notices to PT under this clause shall be sent to the PT Contract Manager and the PT health and safety team (health.safety@princes-trust.org.uk)

4 Safeguarding Children and Young People

- 4.1 The Organisation shall have comprehensive processes, policies and procedures which clearly set out the specific arrangements in place for Safeguarding, including protecting children and adults at risk (as defined by the Care Act 2014) from maltreatment and abuse. For the avoidance of doubt, this shall be in accordance with all relevant legislation and guidance.
- 4.2 Where applicable, the Organisation shall ensure that it delivers its obligations under this Agreement in accordance with the requirements of the DBS, Disclosure Scotland or AccessNI (or equivalent body) with regard to working with children under the age of eighteen or vulnerable adults (as defined by the DBS).
- 4.3 The Organisation shall comply with all reasonable instructions, policies and guidance provided by PT in relation to keeping Beneficiaries safe online.
- 4.4 PT may from time to time review the Organisation's Safeguarding policies and practices, for which the Organisation shall provide full cooperation and provide all relevant information requested by PT as soon as reasonably practicable.
- 4.5 If the Organisation becomes aware of any Safeguarding Incident, it shall immediately:
- (i) ensure that any alleged perpetrator shall be removed from any contact with the Beneficiaries until such time as the Safeguarding Incident has been resolved to the satisfaction of PT, the Organisation and any relevant statutory service; and
 - (ii) take all necessary steps to protect any Beneficiary who may be affected by the Safeguarding Incident and trigger appropriate response action, including, where appropriate, reporting the Safeguarding Incident to any relevant statutory service, thoroughly investigating the Safeguarding Incident and undertaking an urgent consultation with PT.
- 4.6 the Organisation will notify PT of any allegation or indication of inappropriate behaviour, or if a general Safeguarding concern is raised such that the Organisation reasonably believes that Beneficiary may be at risk of serious harm, by contacting the PT Contract Manager, the PT staff member with a day to day relationship with that Beneficiary, and the PT safeguarding team (safeguarding@princes-trust.org.uk).

Protecting People

- 4.7 The Organisation shall ensure that the highest standards are applied in protecting every person involved in the Programme, including all Beneficiaries.

5 Insurance

The Organisation shall have in place and maintain in force appropriate insurance with a reputable insurer for the duration of the Term, including but not limited to public liability insurance, to cover the liabilities that may arise under or in connection with this Agreement and to cover all risks normally covered by a comprehensive policy of insurance in respect of the provision of services in the nature of those associated with the delivery of the Programme. The Organisation shall produce to PT on request both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

6 Programme Standards

- 6.1 The Organisation shall promote and deliver the Programme in accordance with:
- 6.1.1 all applicable legal requirements whether statute or common law based;
 - 6.1.2 the Supporting Documents;
 - 6.1.3 all obligations imposed upon PT and/or the Organisation under any grant from, or contract with, a third party, relating to the Programme, as notified in writing to the Organisation by PT; and
 - 6.1.4 any instructions or directions given by PT from time to time.
- 6.2 The Organisation shall promote and deliver the Programme in a manner which:
- 6.2.1 in the reasonable opinion of PT does not and is not likely to damage or otherwise adversely impact PT's good name, image, reputation, or IP Rights, or bring HRH The Prince of Wales or any other member(s) or employee(s) of the Royal Household or PT into disrepute;
 - 6.2.2 promotes PT's charitable purposes for the public benefit; and
 - 6.2.3 does not impose upon or create any liability for PT.
- 6.3 The Organisation shall ensure that:
- 6.3.1 it shall perform its obligations under this Agreement at all times in accordance with good industry practice, in particular, the degree of skill, diligence and operating practice which would reasonably be expected from a reasonably skilled and experienced provider of services of a similar type to the services being delivered by the Organisation or any Subcontractor under the same or similar circumstances, and by appropriately qualified and trained personnel;
 - 6.3.2 it meets performance targets and indicators set out at Schedule 2 or otherwise agreed between the Parties;

- 6.3.3 the Programme is presented using the "Prince's Trust" name;
- 6.3.4 all written and/or visual materials (in any format) created by the Organisation for the delivery and/or promotion of the Programme shall comply with this Agreement, including, without limitation, clause 6 (Programme Standards), clause 9 (IP Rights) and Schedule 6 (The Mark). The Organisation shall provide electronic copies of such materials to PT who the reserve the right to reasonably require such materials to be amended, deleted or removed from use. Where requested by PT, the Organisation shall ensure that any written materials produced for the purposes of, or in relation to, the Programme contain all words or logos required to be contained in such materials under the terms of any grant from, or contract with, a PT Funder.
- 6.4 The Organisation shall be responsible for the selection, management and supervision of every person employed or engaged by it and/or any Subcontractor to deliver any part of the Programme, whether as an agent, consultant, employee, volunteer or otherwise, in accordance with clause 24.
- 7 Personal Security, Nationality and Immigration**
- If requested by PT, the Organisation shall provide evidence that it carries out personal identity verification checks on all new employees, (including employment history, nationality, immigration status, eligibility to work in the UK) and, where appropriate, any unspent criminal records.
- 8 Record Keeping**
- 8.1 The Organisation shall operate all proper financial and management systems and processes and keep and maintain all reasonable and proper accounting, management and other relevant records for the Term and for six years following the expiry of the Term (or such other period as may be notified by PT to the Organisation before the expiry of the Term).
- 8.2 At any time during the period specified in accordance with clause 8.1 the Organisation shall promptly on request provide to PT at the Organisation's cost all operational reports, management accounts and/or other documents in respect of the Programme.
- 8.3 The Organisation shall on reasonable notice and at reasonable times and in accordance with instructions from PT, permit any authorised representative of PT, or of any authorised PT Funder, to inspect and take copies of any of the records in connection to the Programme, as detailed at clause 8.2, and shall procure the same rights for PT and any relevant PT Funders in respect of the records of all Subcontractors.
- 8.4 The Organisation shall provide reasonable co-operation in relation to the conduct of all reviews and audits
- records in connection to the Programme as detailed at clause 8.2, undertaken in accordance with this Agreement, or which have been requested by any PT Funder.
- 8.5 The Organisation shall assist and cooperate with PT and any PT Funder to enable a PT Funder to comply with any information disclosure requirements arising under the Freedom of Information Act 2000 and the Environmental Information Regulations 2004.
- 9 IP Rights**
- 9.1 PT grants to the Organisation a non-transferable, non-exclusive, revocable and royalty-free licence (with no right to sub-licence, assign or transfer) to:
- 9.1.1 use the name "The Prince's Trust" and the Mark solely for the purposes of promoting and delivering the Programme in accordance with the terms and conditions of this Agreement;
- 9.1.2 present itself as an independent licensee of The Prince's Trust and as an entity authorised to deliver the Programme during the Term.
- 9.2 The Organisation shall only use the Mark, The Prince's Trust name and any other PT IP Rights in accordance with the express provisions of this Agreement and any reasonable instructions of PT, and nothing in relation to this Agreement shall imply any transfer or further licensing of any other PT IP Rights. If instructed by PT, upon the termination or expiry of this Agreement, the Organisation shall immediately return or destroy all documents containing PT IP Rights, including all materials produced, developed or published by or on behalf of PT, at the Organisation's own expense.
- 9.3 All Background IP is and shall remain the exclusive property of the Party owning it (or, where applicable, the third party from whom its right to use the Background IP has derived).
- 9.4 Each Party grants to the other Party a non-transferable, non-exclusive and royalty-free licence (with no right to sub-licence, assign or transfer such licence unless written consent has been obtained in advance (not to be unreasonably withheld)) for the Term to use the Background IP solely for the purposes of promoting and delivering the Programme in the Area and in accordance with the terms and conditions of this Agreement.
- 9.5 All Foreground IP, including all rights in all Programme Materials, shall vest in and be owned absolutely by PT from the date of creation, including, without limitation, all rights arising from the use of the Mark, The Prince's Trust name and all copyright in any material and any names or logos, unless otherwise agreed in writing.
- 9.6 To the extent that any Foreground IP arises in respect of material developed by the Parties jointly or otherwise

than solely by PT, PT grants to the Organisation a non-transferable, non-exclusive and royalty free licence (with no right to sub-licence, assign or transfer such licence unless written consent has been obtained in advance from PT (not to be unreasonably withheld)) to use the Foreground IP in the delivery of the Programme for the Term.

10 Confidentiality

10.1 Both Parties shall keep in confidence any Confidential Information obtained under this Agreement or relating to this Agreement and shall not use it or divulge it to any person without the written consent of the other Party.

10.2 The preceding clause does not apply to information:

10.2.1 in the public domain (otherwise than by breach of this Agreement);

10.2.2 in the lawful possession of the receiving Party prior to the date of this Agreement (other than through liaison between the Parties prior to and in anticipation of this Agreement);

10.2.3 obtained from a third party free to divulge it;

10.2.4 required to be disclosed by law, a Court or other competent authority (including any regulatory or governmental body), provided that, where legally permissible, the disclosing party is given reasonable advance notice of the intended disclosure; and

10.2.5 properly disclosed on a confidential basis to staff, agents or professional advisers of the respective Parties, for purposes relating to this Agreement. Each Party shall ensure that its staff, agents or professional advisers to whom it discloses the other party's Confidential Information comply with this Clause 10.

10.3 Neither Party shall use the other Party's Confidential Information for any purpose other than to perform its obligations under this Agreement.

10.4 No public announcement, press release, or other publicity concerning the Programme shall, unless required by law or competent regulatory authority, be made, or issued, by either Party without the prior written approval of the other (such approval not to be unreasonably withheld or delayed).

10.5 Following termination of this Agreement, each Party shall on request of the other:

10.5.1 destroy or return to the other Party all materials containing the other Party's Confidential Information; and

10.5.2 erase the other Party's Confidential Information from its computer and communications systems.

11 Contract Managers

11.1 Each Party shall nominate a Contract Manager who shall:

11.1.1 manage the Programme on behalf of each respective Party;

11.1.2 act as the main point of contact between the Parties in relation to this Agreement; and

11.1.3 liaise with each respective Party's staff members to ensure the delivery of the Programme in accordance with the terms of this Agreement.

11.2 In the event that PT receives a complaint about the Organisation and/or the Programme (a 'Complaint'), PT shall use best endeavours to pass on full details of the Complaint to the Organisation's Contract Manager within three Working Days.

11.3 PT's obligation at clause 11.2 above shall at all times be subject to legislation and best practice in relation to Safeguarding, Data Protection Laws and PT's Feedback and Complaints policy as updated from time to time on its website: <https://www.princes-trust.org.uk/Feedback-and-Complaints-Policy-2021.pdf> . PT shall be under no obligation to provide any information which may be in breach of this clause 11.3, including but not limited to the identity of the person who has made the Complaint.

11.4 Upon receiving details of the Complaint, the Organisation shall investigate the Complaint in accordance with its complaints policy and/or its Safeguarding policy (as appropriate). The Organisation shall conclude its investigation and notify PT of any actions it is taking to remedy the Complaint within a reasonable timescale, which in any event shall be no longer than 28 days. The Organisation shall notify PT of the progress of any investigation every five Working Days until the Complaint is resolved. All relevant correspondence between PT and the Organisation shall be conducted by each Party's Contract Manager. If PT was the original recipient of the Complaint, PT shall solely correspond with the person who made the Complaint.

11.5 In the event that the Complaint is received by both PT and the Organisation, the Organisation shall lead the investigation into the Complaint as set out in clause 11.4 above, and the Organisation shall correspond directly with the person who has made the Complaint. The Organisation shall keep PT updated on the progress of any investigation in accordance with clause 11.4 above.

11.6 Each Party shall at all times comply with the following (which in the event of any conflict, shall take the following order of priority): all Safeguarding law; all Data Protection Law; best practice relating to Safeguarding; best practice relating to data protection; PT's Feedback and Complaints policy; and the Organisation's complaints policy.

12 Monitoring and Evaluation

- 12.1 Both Parties will attend at least one Review Meeting after the Programme and/or Term to assess the success of the Programme, including:
- 12.1.1 evaluation of the Programme;
 - 12.1.2 review of delivery, roles and responsibilities;
 - 12.1.3 identification of any areas of difficulty or improvement and agree on any actions in order to mitigate such difficulties and improve the running of the Programme; and
 - 12.1.4 identification of areas of best practice which PT can share in respect of future programmes.
- 12.2 In addition to the Review Meeting set out clause 12.1, each Party will attend a Review Meeting at the reasonable request of the other.
- 12.3 Both Parties will carry out any actions agreed as a result of any Review Meetings.
- 12.4 The Organisation will provide PT with contact details by which to enquire about the employment status of a Beneficiary three months after that Beneficiary has commenced employment with the Organisation and the Organisation shall respond to all such enquiries within five working days of such a request.

13 Data Protection

- 13.1 The Parties acknowledge that for the purposes of the Data Protection Laws, PT is the Data Controller and the Organisation is the Data Processor.
- 13.2 The Organisation shall only process the Personal Data as set out in Schedule 5. All Personal Data supplied by PT to the Organisation or processed by the Organisation or any Subcontractor in relation to the Programme, shall be used only for the purposes of and in accordance with the provisions of this Agreement.
- 13.3 The Organisation shall, on termination or expiry of this Agreement, as soon as is reasonably practicable, return or provide all copies of the Personal Data to PT or destroy all such copies in accordance with PT's instructions as set out in Schedule 5.
- 13.4 Before any transfer of Personal Data to a Third Party Processor, the Organisation must:
- 13.4.1 obtain PT's prior written approval of the Third Party Processor and the transfer; and
 - 13.4.2 enter into a data sharing agreement with the Third Party Processor incorporating the terms of this clause 13, in accordance with clause 24.
- 13.5 The Organisation shall be fully liable for all acts or omissions of any Third Party Processor.
- 13.6 The Organisation shall:
- 13.6.1 comply with all relevant Data Protection Laws;

- 13.6.2 have in place and comply with Protective Measures, which have been reviewed and approved in advance by PT, and store the Personal Data safely and securely;
- 13.6.3 ensure that it takes all reasonable steps to ensure the reliability and integrity of any staff who have access to the Personal Data and ensure that they: (a) are subject to a duty of confidence with PT, the Organisation or any Third Party Processor; (b) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by PT or as otherwise permitted by this Agreement; and (c) have undergone adequate training in the use, care, protection and handling of Data; and,
- 13.6.4 not transfer, and ensure that any Subcontractors, sub-processors and/or agents do not transfer, Personal Data outside of the EEA unless the prior written consent of PT has been obtained (such consent will be dependent upon the Organisation providing appropriate safeguards and complying with any written instructions from PT in relation to the transfer).

13.7 The Organisation shall notify PT as soon as possible and in any event within 48 hours if, in relation to this Agreement, it:

- 13.7.1 receives a Data Subject Access Request (or purported Data Subject Access Request), and will provide reasonable assistance in order for PT to respond to all such requests;
- 13.7.2 receives a request to rectify, block or erase any Personal Data;
- 13.7.3 receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Laws;
- 13.7.4 receives any communication from the Information Commissioner's Office (ICO) or any other regulatory authority;
- 13.7.5 receives a request from any third party for disclosure of Data where compliance with such request is required or purported to be required by law.

13.8 The Organisation shall notify PT as soon as possible and in any event within 24 hours if it becomes aware of a Personal Data Breach or Data Loss Event. Such notification will include, so far as possible, a description of the nature of the Personal Data Breach or Data Loss Event and the categories and approximate number of data subjects and personal data records affected. Each Party shall comply fully with all internal or external investigations in relation to a Personal Data Breach or Data Loss Event.

- 13.9 If the Company receives a Data Subject Access Request from a Data Subject in relation to this Agreement, the Company shall notify PT within 48 hours and provide all information necessary to comply within 5 days. The Company shall provide all reasonable assistance in order for PT to comply and respond to all Data Subject Access Requests, queries or complaints from Data Subjects. The Parties may agree in writing from time to time that the Company shall comply with a Data Subject Access Request on behalf of PT.
- 13.10 Each Party shall nominate an individual responsible for data protection to provide the other Party with full cooperation and assistance in relation to compliance with this Agreement.
- 13.11 The Organisation agrees to indemnify PT for any loss incurred as a result of any breach of this clause by the Organisation or any Third Party Processor.
- 13.12 The Organisation shall on reasonable notice and at reasonable times and otherwise in accordance with PT's instructions, permit any authorised representative of PT, or of any PT Funder, to inspect and take copies of any of the Personal Data and shall procure for PT and PT Funders the same rights in respect of all Subcontractors. PT shall be entitled, on giving at least three Working Days' notice to the Organisation, to inspect all facilities, equipment, documents, policies and procedures, IT operations and electronic data relating to the processing of the Personal Data by the Organisation. Such inspection and review may include the provision by the Organisation of written information (including without limitation, questionnaires, audit reports, scan summaries, logs and information security policies) and/or interviews with the Organisation's staff (either by telephone or in person) and other reasonable disclosures regarding the Organisation's administrative, technical and physical safeguards for the protection of the Data. The Organisation shall allow reasonable access and provide information for such inspection and review, and PT shall make reasonable efforts to minimise any interference with the conduct of the Organisation's business. The foregoing requirements shall not relieve the Organisation of any of its obligations under this Agreement, imply acceptance or approval by PT, or waive or derogate from any rights of PT.
- 13.13 The Parties will ensure they have in place appropriate Protective Measures to prevent unauthorised or unlawful processing of the Personal Data and the accidental loss, theft or destruction of, or damage to, the Personal Data, which may include the following methods if appropriate, or alternative methods which provide at least the same level of security:
- 13.13.1 both Parties agree that Personal Data may be transferred either by entry onto a shared database, online system, by email, post or by a physical data storage device, such as an encrypted disk or USB stick;
- 13.13.2 Personal Data entry on any shared database or online system will be protected by a secure password of eight or more characters in length;
- 13.13.3 any Personal Data transferred on a physical data storage device will be protected by a secure password and meet the standard defined in clause 13.13.2. On confirmation of receipt of Personal Data, the Party will communicate the password in respect of that Personal Data by a separate email; and
- 13.13.4 both Parties agree not to keep the Personal Data on any laptop or other removable drive or device unless that device is protected by being fully encrypted to FIPS-140-2 standard, and the use of the device or laptop is necessary for the Project. Where this is necessary, the Parties will keep an audit trail of which laptops/drives/devices the Personal Data are held on.
- 13.14 The Organisation shall notify PT within a reasonable timeframe of any communication from the ICO which expresses concern over, and/or suggests improvements, to the Organisation's processing of Personal Data, whether or not in relation to this Agreement. Such notification shall include, as far as permitted by law, explanation of: the circumstances which led to ICO interest, including any Personal Data Breach and/or other issues with the Organisation's policies, procedures and practices; any concerns or opportunities for improvement identified by the ICO; the Organisation's response to the concerns, including plans for improvement; consideration of how the Organisation's obligations under the Agreement may have been impacted by the areas of concern.

14 Information Security

- 14.1 The Organisation shall implement all appropriate policies and practices in relation to information security, including without limitation, protection against Malicious Software being introduced to systems used by the Organisation and/or any Beneficiary during the Programme.
- 14.2 PT may from time to time review the Organisation's information security policies and practices, for which the Organisation shall provide full cooperation and provide all relevant information requested by PT as soon as reasonably practicable.

15 Modern Slavery

- 15.1 The Parties agree that they are committed to the eradication of modern slavery and child exploitation (as defined in the UK Modern Slavery Act 2015) and will comply with all relevant local laws in relation to the eradication of modern slavery. The Organisation:
- 15.1.1 shall ensure that any contracts with subcontractors or delivery partners in relation to this Agreement shall contain wording at least as

onerous as those set out in this clause 15 and notify PT as soon as it becomes aware of any actual or suspected slavery or child exploitation in a supply chain which has a connection to this Agreement;

15.1.2 shall maintain appropriate records to trace the supply chain in connection with this Agreement, and to allow PT access to those records upon request; and

15.1.3 warrants that at the date of this Agreement it has not been convicted or involved in any investigation regarding modern slavery or child exploitation.

16 Indemnity

16.1 The Organisation shall indemnify and keep indemnified PT and hold harmless in respect of any direct costs, claims, losses or liabilities whatsoever suffered by PT (including reasonable legal costs and disbursements and all direct losses) as a result of any acts or omissions of the Organisation and/or any other Subcontractor.

16.2 PT shall use reasonable endeavours to regularly consult with the Organisation in respect of any relevant claims made, or proceedings initiated, by any third party. The Organisation shall have a reasonable opportunity to comment on the terms of any proposed payment or settlement of any such claims or proceedings.

17 Limitation of Liability

17.1 The Organisation shall be liable for any costs, claims, losses or liabilities arising in respect of its delivery (or non-delivery) of the Programme and any actions or inactions of itself and/or any other Subcontractor.

17.2 For the avoidance of doubt, PT shall not be liable to the Organisation for any costs, claims, losses, damages or liabilities (including without limitation direct, indirect and consequential loss, loss of business, loss of income or loss of surplus/profit) suffered by the Organisation arising in connection with the delivery (or non-delivery) by the Organisation of the Programme.

17.3 Nothing in this Agreement shall limit the liability of either Party for any death or personal injury caused by the negligence of that Party or its employees acting in the course of their employment.

18 Dispute Resolution

18.1 If any dispute arises in connection with this Agreement it shall first be addressed by direct personal liaison between each Party's respective Contract Manager.

18.2 If no agreement is reached within 15 Working Days, then the dispute shall be addressed by direct personal liaison between the Chief Executive Officers (or their nominated representative) of the Organisation and PT. If the dispute has not been resolved by the Chief Executive Officers (or their nominated representative) within 40 Working Days the matter may be referred to an

independent mediator to be agreed by both Parties. Each Party hereby agrees not to commence legal proceedings until the full mediation procedure has been undertaken.

19 Renewal

Unless otherwise terminated in accordance with clause 20 of this Agreement, this Agreement shall automatically renew for successive one year terms. Upon any automatic renewal, PT shall promptly amend Schedule 2 to reflect the extended Term.

20 Termination

20.1 Either Party may terminate this Agreement for any reason by giving at least three months' written notice to the other.

20.2 Either Party may terminate this Agreement with immediate effect by written notice if the other Party:

20.2.1 has committed a material breach of this Agreement;

20.2.2 has committed a breach of this Agreement and has failed to remedy such breach (where such breach is capable of remedy) within 10 Working Days of receipt of a written notice from the notifying Party requiring the breach to be remedied;

20.2.3 repeats any breach which it was notified of and remedied in accordance with clause 20.2.2 within three months of such remedy, unless such breach was waived by the other Party; or

20.2.4 commits or suffers any Insolvency Event.

20.3 PT shall be entitled to terminate this Agreement with immediate effect by written notice if:

20.3.1 the Organisation undergoes a change of Control, unless the Organisation gave prior written notice to PT of such a change of Control; or

20.3.2 PT reasonably believes that

(i) the Organisation has committed a breach of clauses 3 (Health and Safety), 4 (Safeguarding), 13 (Data Protection) or 15 (Modern Slavery); or

(ii) continuing the contractual relations with the Organisation may damage or otherwise adversely impact PT's reputation, goodwill, name, image or IP Rights.

20.4 Either Party may terminate this Agreement in accordance with clause 23 (Force Majeure).

21 Consequences of Termination

21.1 In the event of termination, each Party shall immediately cease to use all Background IP belonging to the other

- Party and shall return all materials which constitute the Background IP of the other Party. For the avoidance of doubt, the Organisation shall immediately cease to use the Mark, all products and materials bearing the Mark, all Foreground IP and all other elements of the PT brand, including any logos, names and slogans.
- 21.2 Any provision of this Agreement which expressly or by implication is intended to have effect after expiry or termination of this Agreement shall continue to have such effect for the intended further period, including, without limitation, provisions relating to: payment; record keeping; intellectual property rights; confidentiality; data protection; modern slavery; indemnity, limitation of liability; dispute resolution; consequences of termination; third party rights; notices; governing law and jurisdiction.
- 21.3 Termination of this Agreement shall not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination.
- 22 Variation**
- No variation of this Agreement shall be effective unless it is in writing and signed by both Parties, except that the Schedules 2 to 6 may be varied by prior written consent of both Parties.
- 23 Force Majeure**
- 23.1 Neither Party shall be liable for any delay in performing any of its obligations under this Agreement if such delay is caused by any Force Majeure Event provided that the Party unable to comply with this Agreement shall:
- 23.1.1 give written notice to the other Party as soon as reasonably practicable on becoming aware of the Force Majeure Event;
- 23.1.2 at all times continue to take such steps to resume full performance of its obligations under this Agreement; and
- 23.1.3 at all times use all reasonable endeavours to mitigate the consequences of the Force Majeure Event.
- 23.2 The relief from liability under this clause 23 shall last for the duration of the event of Force Majeure Event only.
- 23.3 If a Party is excused under this clause 23 from the performance of a material obligation under this Agreement for a continuous period of 40 Working Days, then the other Party may at any time thereafter, and provided performance or punctual performance by the affected Party is still excused, serve a written notice to either (i) terminate the Agreement with immediate effect or (ii) extend the Term for the duration of the Force Majeure Event.
- 23.4 If this Agreement is terminated as a result of a Force Majeure Event, the Parties shall enter into good faith discussions in relation to any payments paid or payable under this Agreement. PT reserves the right to deduct any reasonable costs in relation to the Programmes before agreeing to waive or refund any such payments.
- 24 Assignment and Sub-Contracting**
- 24.1 The Organisation may not assign the benefit of this Agreement to any third party.
- 24.2 The Organisation may only sub-contract performance of its obligations under this Agreement or otherwise engage a Subcontractor with the prior written consent of PT.
- 24.3 The Organisation shall enter into an agreement with each and every Subcontractor on substantially the same terms as set out in this Agreement.
- 24.4 The Organisation shall be responsible for the observance and performance by every Subcontractor, and shall be liable to PT for any breach by any Subcontractor, in respect of the terms under (i) the agreement referred to at clause 24.3 and; (ii) this Agreement.
- 25 General**
- 25.1 This Agreement does not and is not intended to provide any third party with any rights under the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- 25.2 This Agreement (including the Schedules) constitutes the entire agreement between the Parties and supersedes all prior agreements, promises, assurances, warranties and representations between the Parties with respect to that subject matter, whether oral or written.
- 25.3 No failure or delay by either Party in exercising, any right, power or remedy in connection with this Agreement (each a “**Right**”) shall operate as a waiver of that Right, nor shall any single or partial exercise of any Right preclude any other or further exercise of that Right or the exercise of any other Right.
- 25.4 Any notice or other communication in connection with this Agreement (each, a “**Notice**”) shall be in writing and delivered:
- (i) if in relation to a dispute or termination of this Agreement, by hand or pre-paid first class post or courier to the addresses set out in Schedule 2 or as notified by the receiving Party from time to time, and in the case of PT, to the Company Secretary at its registered office from time to time; or
- (ii) by email to the email addresses set out in Schedule 2 or as notified by the receiving Party from time to time.
- 25.5 If any provision of this Agreement is or becomes illegal, invalid or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement.

- 25.6 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the Parties.
- 25.7 This Agreement be governed by and construed in accordance with the law of England and Wales and the courts of England and Wales are to have exclusive jurisdiction to settle any disputes in connection with it.