

[INSERT EXTERNAL LEGAL ENTITY
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THE OPEN UNIVERSITY

and

«Correct_Legal_Entity»

COLLABORATION AGREEMENT

Social Work Programme in England

The Open University
Walton Hall
Milton Keynes
MK7 6AA

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COLLABORATION AGREEMENT

This AGREEMENT is made on [LEAVE BLANK ENTERED DATE LAST PARTY SIGNS]

BETWEEN

THE OPEN UNIVERSITY a body incorporated by Royal Charter (no RC 000391), an exempt charity in England and Wales, registered as a charity in Scotland (No.SC038302) with its address at

Walton Hall

Milton Keynes

MK7 6AA

(hereinafter referred to as the "OU")

AND

«Correct Legal Entity» of

«Address on Agreement»

(hereinafter referred to as the "Sponsor")

which are together referred to as "the Parties" or in the singular a "Party"

WHEREAS

1. The Parties have identified a need for a qualification in social work to be available by the method of distance teaching.
2. The OU has the necessary experience and expertise in the area of social work and distance teaching to design a number of distance learning modules making up a programme leading to a qualification in social work.
3. The Sponsor is able to provide competent practice assessor/educator(s) to supervise the practical experience required by the Programme and the Sponsor will abide by the OU's selection procedure, and ensure that each student meets all the criteria before being admitted on the Programme.
4. The Parties wish to collaborate in the delivery of such a programme for presentation by the OU and are entering into this Agreement to define the terms and conditions of their collaboration.

NOW IT IS HEREBY AGREED AS FOLLOWS:-

1. Definitions

In this Agreement:-

"Agreement"

means this Collaboration Agreement.

"Approved Selector"

means a Sponsor organisation to whom responsibility has been delegated by the OU for selecting Students and recommending them for registration onto the Degree.

"Confidential Information"	means the terms of this Agreement along with any and all information or materials in any form or medium (whether written, oral, visual or electronic) disclosed directly or indirectly by either Party or its employees or representatives to the other in connection with this Agreement which is of a confidential or proprietary nature or is received in circumstances in which the receiving Party knows or should know that the information is confidential including without limitation any financial and commercial information relating to the business of either Party.
"Qualification"	means the Honours Degree or Postgraduate Diploma in Social Work awarded by the OU to students who successfully complete the Programme.
"Intellectual Property Rights"	means any patent, registered design, copyrights, database right, design right, topography right, trade mark, service mark, application to register any of the aforementioned rights, trade secret, right in unpatented know-how, right of confidence and any other intellectual or industrial property right of any nature whatsoever in any part of the world.
"Module(s)"	means the modules, which can be counted towards the qualification.
"Module Materials"	means those materials which are used for the modules, in whichever medium they are recorded.
"Module Tutor(s)"	means the member(s) of the OU's tutorial and counselling staff with responsibility for supporting students' learning by means of tutorials, workshops and marking students' work for a particular module.
"Personal Data"	means as defined in Annex 4 of this Agreement.
"Practice Assessment Report"	means a final written assessment of a student's ability written at the end of each practice learning period.
"Practice Assessor/Educator(s)"	means the person(s) employed by and appointed by the Sponsor to be responsible for supervision of practice learning periods.
"Practice Learning Opportunity"	means practice learning organised by the Sponsor for the students to gain practical experience in the social work field and in order to demonstrate professional competence and meet the assessment requirements of the qualification.
"Practice Learning Period"	means time during which assessed Practice Learning is being undertaken to meet the requirements of the qualification.
"Practice Verifier"	means a person employed by and appointed by the Sponsor to be responsible for confirming that the student has prepared for practice and that their behaviour and attitude is appropriate to begin the process of practice learning.

"Prevent"		means the obligations imposed on educational institutions as part of the UK Government's strategy to reduce terrorism set out under the Counter-Terrorism and Security Act 2015 (the "Counter-Terrorism Act") and any subsequent or amending legislation, to counter the risk of terrorism and radicalisation.to respond to the need to prevent people from being drawn into terrorism in accordance with clause 16.
"Professional Framework (PCF)"	Capabilities	means the professional standards framework for social work in England, available at: https://www.basw.co.uk/pcf/
"Programme"		means the academic programme of study required by the OU to be studied by students in order to obtain the qualification including the practice learning periods.
"Practice Tutor(s)"		means the person(s) appointed by the OU for the Programme having general responsibility for managing students' performance across the practice learning modules and facilitating meetings for the practice learning aspects of modules.
"Safeguarding"		means taking all reasonable steps to prevent harm, particularly sexual exploitation, abuse and harassment from occurring; to protect children and vulnerable adults from harm and to respond appropriately when harm does occur in accordance with clause 15.
"Sponsor"		means an organisation putting forward a student or students to participate in the Programme and undertaking to arrange and supervise their practice learning; this term is used whether or not the organisation is also paying the student tuition fees.
"Sponsorship Agreement"		means a document that has been signed by the Sponsor accepting responsibility for payment of the fees for the year specified in the document.
"Student(s)"		means student(s) registered with the OU and studying the Programme with a view to obtaining the qualification.
SWE		Means Social Work England https://www.socialworkengland.org.uk
SWE Practice Guidance	Placements	https://www.socialworkengland.org.uk/standards/practice-placements-guidance/
"TMA"		means tutor marked assignment.

References herein to a Clause or Clauses and to an Appendix or Appendices are references to clauses of and appendices to this Agreement, which form a part of this Agreement.

2. Commencement and Duration

- 2.1 This Agreement is effective from the last signature hereof and the Parties agree that it shall take effect from <<INSERT DATE>> and continue until all students have completed

their qualifications or withdrawn from the programme or for eight (8) years until <<INSERT DATE>> (the “Term”) unless terminated earlier in accordance with clause 11, Termination or clause 20, Force Majeure.

3. Obligations of the OU

- 3.1 The OU shall design the Modules and make available and deliver the Module Materials.
- 3.2 The OU shall present the Modules and shall:
 - 3.2.1 be responsible for the appropriate selection of the Students for the qualifications.
 - 3.2.2 provide each Student with a set of the Module Materials for each Module he or she is studying.
 - 3.2.3 appoint a Module Tutor for each Module.
 - 3.2.4 appoint a Practice Tutor for the Modules that incorporate the Practice Learning Opportunities.
 - 3.2.5 organise, set and mark TMAs, and examinations for each Module as appropriate.
- 3.3 award the qualification to Students who have passed all the requirements at the end of the Programme.
- 3.4 decide at the OU's sole discretion whether a Student may remain on the Programme following an assessment through the OU's Fitness to Practice (“FtP”) Procedure.

4. Obligations of the Sponsor

- 4.1 The Sponsor shall:
 - 4.1.1 where agreed with the Student, pay the fees for each Module in accordance with the terms of the Sponsorship Agreement.
 - 4.1.2 ensure that the Student is assessed as ready for practice in accordance. This will take the form of at least 10 (ten) days of preparation for practice confirmed by a Practice Verifier.
 - 4.1.3 in respect of each Student, organise two appropriate Practice Learning Opportunities (in accordance with Social Work England Practice Placements Guidance.
 - 4.1.4 ensure that the Student's practice learning takes place in at least two contrasting settings, of which one may be within the Student's own place of work, and that the Student has experience of statutory social work tasks including legal interventions.
 - 4.1.5 during the Practice Learning Periods, provide or procure provision of training and access for the Student to social work experience and necessary staff support and other resources, in accordance with Social Work England Practice Placements Guidance.
 - 4.1.6 ensure that the Students it sponsors are supported by releasing them from their normal duties for specified study periods and Practice Learning Opportunities as set out in Appendix 1.

- 4.1.7 participate in the quality assurance processes for the Programme.
- 4.1.8 comply with the law in force whether statutory or otherwise relating to social work in the place in which each Student is carrying out his or her Practice Learning Opportunity.
- 4.1.9 share information and evidence about issues relating to the Student's conduct which might affect their professional suitability or fitness to practise, and ensure that Fitness to Practise issues arising in connection with work placements or other employment related matters are dealt with under the OU FtP procedures. Agreement to participate in the OU FtP procedure is made without prejudice to the right of the sponsor to deal with employment matters under their own procedures.
- 4.1.10 ensure that each Student is the subject of an Enhanced Disclosure and Barring Service check that includes checks against the children and adult barred list from the Disclosure and Barring Service ("**Disclosure**"). The Disclosure must be carried out prior to the Student's registration onto the qualification and be dated within a year prior to their registration.
- 4.1.11 where the Sponsor is an Approved Selector, ensure that the Disclosure certificate has been checked and that there is no adverse record. Any convictions listed in the Disclosure must be notified to the OU in order that the OU may conduct a risk assessment.
- 4.1.12 ensure that there are no circumstances pertaining to the Student which at any time during the Student's attendance on the Programme adversely affect the information disclosed to the OU in the Disclosure and shall notify the OU immediately if it becomes aware of any such circumstances.
- 4.1.13 ensure that it provides evidence to the OU that each candidate meets all entry requirements as stipulated by The OU in accordance with the recommendations of SWE Qualifying Education and Training Standards <https://socialworkengland.org.uk/standards/education-and-training-standards> at the point of registration on the Programme.
- 4.1.14 ensure that the Student continues to be eligible and suitable to practice in all respects for the full duration of the Student's attendance on the Programme.
- 4.2 In respect of each Practice Learning Period, the Sponsor shall designate a Practice Educator who shall:
 - 4.2.1 carry out observations, and offer regular feedback to the Student throughout the Practice Learning Period.
 - 4.2.2 carry out such assessment duties as the Programme determines.
 - 4.2.3 participate in planning, monitoring and review meetings with each Student and his or her Practice Tutor.
 - 4.2.4 participate in supervision sessions with each Student.
- 4.3 In the event of breach of this clause 4 or any other circumstances within the Sponsor's control or as a result of the Sponsor's negligence the Sponsor shall indemnify and hold harmless the OU in full against all costs, liabilities, expenses, claims, and damage arising therefrom.

5. Students who fail Component Modules of the Programme

- 5.1 The Sponsor may choose to terminate this Agreement in relation to a Student who fails one of the Modules in the Programme.

6. Non-Discrimination

- 6.1 Neither Party shall unlawfully discriminate within the meaning and scope of the provisions of the various statutes relating to discrimination in employment.

- 6.2 The Programme seeks to ensure that in all aspects of its development and delivery individuals associated with it will enjoy equal rights (subject to their special needs) and that their uniqueness and diversity will be welcomed. Furthermore, the Programme undertakes not to discriminate against anybody on the grounds of their race, ethnicity, gender, religion, sexuality, disability, age or social and economic class.

- 6.3 Therefore, the Programme shall:

- 6.3.1 develop and implement selection and assessment procedures which promote equal opportunity;
- 6.3.2 ensure that all learning materials and all learning experiences both adequately reflect the OU's equal opportunity policy and also promote and ensure that Students practice in an anti-discriminatory way;
- 6.3.3 provide opportunities through the staff development programme for those people who are either developing learning materials or teaching on the Programme to develop and extend their own understanding and skills in anti-discriminatory practice;
- 6.3.4 expect that all staff and Students teaching or learning on the Programme will adopt a value base which leads to their working in a way that welcomes diversity and uniqueness in other people, that promotes their rights and appropriately counters unfair discrimination, racism, sectarianism, disadvantage and injustice.
- 6.3.5 require that employers are mindful of and ensure that no Student is disadvantaged by the physical and organisational environment in which he or she may be required to work. This is in accordance with the principles of the Equality Act 2010 (the "**Equality Act**").
- 6.3.6 require that these placement providers have the necessary policies and procedure in relation to students' health, wellbeing and risk, and the support systems in place to underpin.

7. Copyright and Intellectual Property Rights

- 7.1 All Intellectual Property Rights in the Module Materials and any other materials arising out of the provision of the Programme remain with the OU, and the Sponsor shall not use any Intellectual Property Rights belonging to, or licensed to, the OU without the OU's prior written consent.

8. Implementation of the Modules

- 8.1 Students shall enrol with the OU and be bound by its regulations.

- 8.2 The OU shall present the Modules as OU Modules in accordance with its own academic and teaching methods and procedures and shall have absolute discretion as to content and presentation of the Modules.

9. Withdrawal and Deregistration of Students

- 9.1 In the event that a Student withdraws or is deregistered from the Programme for any reason at any time, the OU's rules as set out in the Student Regulations and Fee Rules shall apply where applicable as regards any refund to the Sponsor of fees paid.

10. Indemnity and Warranty

- 10.1 The OU accepts:

- 10.1.1 legal liability for death or personal injury to person(s) caused by its negligence or fraudulent misrepresentation in connection with this Agreement;
- 10.1.2 legal liability for direct loss or damage to property caused by its negligence in connection with the Agreement up to a maximum of £500,000 (five hundred thousand pounds sterling) for each event or series of related events and which shall not exceed £1,000,000 (one million pounds sterling) in the aggregate;
- 10.1.3 legal liability for breach of contract in connection with the Agreement up to a maximum of £250,000 (two hundred and fifty thousand pounds sterling) per claim or series of related claims or the value of the Agreement whichever is the lower;
- 10.1.4 legal liability for the proven professional negligence of its employees in connection with the Agreement up to a maximum of £250,000 (two hundred and fifty thousand pounds sterling) per claim or series of related claims or the value of the Agreement whichever is the lower.

- 10.2 To the fullest extent permissible by law, the OU excludes liability whether arising as a result of negligence, breach of contract or in any other way, for any indirect or consequential loss or damage, including without limitation loss of data, loss of profit, revenue or anticipated savings even if the OU could reasonably have foreseen or has been advised of the possibility of such loss or damage.

- 10.3 The Sponsor shall indemnify the OU and keep the OU indemnified against any and all costs, claims, expenses, fees, liabilities and damages arising out of or in connection with any failure by the Sponsor to provide sufficient Practice Learning Opportunities in accordance with Clause 11.3.

- 10.4 The Sponsor shall indemnify and keep the OU indemnified against any and all costs, claims, expenses, fees, liabilities and damages arising out of or in connection with any failure by the Sponsor to losses suffered or incurred by it or for which it may become liable arising out of or in connection with any breach of its obligations in relation to Disclosure and Barring Service checks and its Student responsibilities as set out in clause 4.

11. Termination and Suspension of Agreement

- 11.1 Either Party may without prejudice to any rights they may have by notice in writing to the other Party terminate this Agreement forthwith if:

- 11.1.1 the other Party shall commit a material breach of any of the terms of this or any other agreement between them provided if such breach is remediable that notice thereof has previously been given and reasonable action to remedy the same has not been undertaken within seven days thereafter; or
 - 11.1.2 the other Party compounds with or negotiates for any composition with its creditors generally or permits any judgement against it to remain unsatisfied for 14 (fourteen) days; or
 - 11.1.3 the other Party shall call any meeting of its creditors or have a receiver of all or any of its assets appointed by a court.
- 11.2 In the event of termination for whatsoever reason the Parties shall each use their best endeavours to take all such steps as are necessary to enable Students who enrolled prior to the date of termination to finish the Programme including completing all necessary Modules and carrying out all necessary Practice Learning Periods, save that neither Party shall be required to subsidise the costs of any such Student in continuing their studies in the event that this Agreement is terminated pursuant to Clause 11 or Clause 20.
- 11.3 If the Sponsor does not allow the Student(s) sufficient time for Practice Learning Opportunities as set out in Appendix 1 to enable the Student to complete any Module, the OU reserves the right to terminate this Agreement subject to the following provisions:
 - 11.3.1 the OU will endeavour to extend the study period for the Student to allow the Sponsor to provide Practice Learning Opportunities. The Sponsor will be liable for any fees incurred by the OU as a result of such extension; and
 - 11.3.2 where the Sponsor has failed to provide sufficient time for Practice Learning Opportunities on more than one occasion, the OU reserves the right to not accept any further students from the Sponsor.
- 11.4 Where the Agreement is terminated under Clause 11.3 the Sponsor will be liable for all fees for all Students for any part of a study year during which this Agreement is terminated in accordance with the terms of any Sponsorship Agreement in force.
- 11.5 If a Student leaves the employment of the Sponsor, then the Sponsor's obligations to the Student and the OU, as set out in this Agreement, will automatically cease at that point. Where the Agreement is terminated in accordance with Clause 11, the Sponsor will be liable for the fees for the Student(s) for the year that the Agreement is terminated.

12. Confidentiality

- 12.1 Save as otherwise agreed between the Parties in writing (including, without limitation, under the provisions of any previous non-disclosure agreement entered into between the Parties), the Parties shall:
 - 12.1.1 keep secret and confidential and procure to be kept secret and confidential all Confidential Information disclosed or obtained as a result of the relationship of the Parties under this Agreement including the discussions leading up to and the entering into and performance of this Agreement;
 - 12.1.2 keep all Confidential Information secure and protected against theft, damage, loss or unauthorised access;

12.1.3 not use or disclose the Confidential Information in whole or part to any third party except:

- (a) to those of its employees, officers, agents and sub-contractors required to know such Confidential Information for the purposes of their proper performance of this Agreement; or
- (b) to its auditors or such other third parties having a right, duty or obligation to know such Confidential Information which disclosure shall only be made with the prior written consent of the disclosing Party;

12.1.4 use the disclosing Party's Confidential Information solely in connection with this Agreement and not for its own benefit or the benefit of any third party.

12.2 Both Parties hereby undertake to make all relevant employees, officers, agents and sub-contractors aware of the confidential nature of the Confidential Information and the provisions of this Clause 12 and without limitation to the foregoing to take all such steps as shall from time to time be necessary to ensure compliance by its employees, officers, agents and sub-contractors with the provisions of this Clause 12, including if the disclosing Party so requests, requiring such employees, officers, agents and sub-contractors to enter into a deed of covenant with the disclosing Party in a form reasonably acceptable to the disclosing Party containing obligations equivalent to those set out in this Clause.

12.3 Each Party shall promptly inform the other if it becomes aware of any breach of confidence by any person and shall give the other Party all reasonable assistance in connection with any proceedings which the other Party may institute against such person.

12.4 Neither Party shall make any announcement or issue any publicity concerning this Agreement or any matter ancillary thereto without the prior written consent of the other.

12.5 The obligations under this Clause 12 shall survive the termination or expiration of this Agreement.

13. Freedom of Information Act

13.1 If either Party receives a request under the Freedom of Information Act 2000 or any related legislation ("FOIA") to disclose any information that, under this Agreement, is the Confidential Information of the other Party ("Owning Party"), it will notify and consult with the Owning Party.

13.2 The Owning Party will respond to any such notification within 10 days after receiving the notice if that notice requests the Owning Party to provide information to assist with determining whether or not an exemption to the FOIA applies to the information requested under that FOIA.

13.3 A decision as to whether an exemption applies is a decision solely for the Party who receives the request under the FOIA. If that Party then determines that it will disclose the Confidential Information, notwithstanding any objections from the Owning Party it shall use its reasonable endeavours to notify the Owning Party in writing prior to such disclosure.

14. Bribery and Corruption

- 14.1 Each Party agrees that it shall, and that it shall procure that its employees and officers, agents, sub-contractors and any other person who performs services for that Party in relation to this Agreement:
- 14.1.1 comply with all applicable laws, statutes, regulations and codes relating to bribery and other corruption (“Anti-Corruption Requirements”) including the Bribery Act 2010;
 - 13.1.2 not take or knowingly permit any action to be taken that would or might cause or lead the other Party to be in violation of any Anti-Corruption Requirements;
 - 14.1.3 not bribe or attempt to bribe (which shall include any offer or form of payment, gift or other inducement, reward or advantage, whether of money or anything of value the other Party or any of its employees, officers, agents, representatives, affiliates or persons acting on its behalf; and
 - 14.1.4 at the other Party's request and cost, provide the other Party with any reasonable assistance to enable it to perform any activity required by any relevant government or agency for the purpose of complying with Anti-Corruption Requirements.
- 14.2 Each Party represents and warrants to the other Party that neither it nor any person described in clause 14.1 has bribed or attempted to bribe any person in order to obtain and/or retain any business, or advantage in the conduct of business, for the other Party and nor has it bribed or attempted to bribe any person described in clause 14.1.3.
- 14.3 Each Party agrees that in addition to the other Party's termination rights set out elsewhere in this Agreement, that Party may (without prejudice to any other right available to it) immediately terminate this Agreement in the event of any breach of this clause 14 by the other Party in which case the other Party shall not be entitled to any compensation or to any further payments or remuneration.
- 14.4 Each Party shall not be required to make any payment to the other Party that might otherwise be due from it in respect of this Agreement if the other Party has breached this clause 14.
- 14.6 The provisions of this clause 14 shall survive the termination or expiry of this Agreement.

15. Children and Vulnerable Adults

- 15.1 The Parties acknowledge that they are both responsible for Safeguarding children and vulnerable groups where Agreement activity brings them into contact with such groups, particularly for the purposes of the Safeguarding Vulnerable Groups Act 2006 (hereinafter referred to as the “**Safeguarding Act**”) or similar legislation in the country where the Recipient is carrying out the Agreement.
- 15.1.1 Both Parties shall:
 - 15.1.1.1 ensure that all individuals engaged in regulated activity are subject to a valid enhanced disclosure check for regulated activity undertaken through the Disclosure and Barring Service (“**DBS**”),
 - 15.1.1.2 monitor the level and validity of the checks under this clause for each member of staff.

- 15.1.1.3 not employ or use the services of any person who is barred from, or whose previous conduct or records indicate that he or she would not be suitable to carry out regulated activity or who may otherwise present a risk to children or vulnerable adults.
- 15.1.2 Both Parties warrant that at all times for the purposes of this Agreement it has no reason to believe that any person who is or will be employed or engaged by it is barred from the activity in accordance with the provisions of the Safeguarding Act and any regulations made thereunder, as amended from time to time or similar provisions in the country where the Recipient is carrying out the Agreement.
- 15.1.3 The Parties shall immediately notify the other Party of any information that it reasonably requests to enable it to be satisfied that the obligations of this clause have been met.
- The Parties shall refer information about any person involved with this Agreement to the DBS where it removes permission for such person to carry out the work because, in its opinion, such person has harmed or poses a risk of harm to children or vulnerable adults.
- 15.1.4 The Parties agree that in addition to the termination rights set out elsewhere in this Agreement, a party may immediately terminate this Agreement in the event of a breach of this clause
- 15.1.5 Further each Party shall ensure that all individuals engaged in regulated activity are aware of the channels to report Safeguarding issues.

16 Prevent (Counter-Terrorism)

- 16.1.1 In accordance with the Counter-Terrorism Act, the Parties will assure to the best of their knowledge that they shall carry out their obligations to deter radicalisation of individuals and personnel connected with this Agreement.
- 16.1.2 The Parties shall ensure that any funding, including financial assets or economic resources received under this Agreement will not be made available, either directly or indirectly to or for the benefit of persons, groups or entities which contravene the provisions of the Counter-Terrorism Act and any applicable terrorism legislation.
- 16.1.3 Each Party represents and warrants that neither it, nor to the best of its knowledge any of its personnel, employees servants, agents or subcontractors, or any person acting on their behalf, have at any time prior to the Commencement Date and/or during the term of this Agreement appeared on the Home Office Proscribed Terrorist Organisations List.
- 16.1.4 The Parties shall immediately notify the other in writing if it becomes aware or has reason to believe that it has or any personnel, employees, servants, agents or sub-contractors, or any person acting on its behalf have been subject to an investigation or prosecution which relates to an alleged infringement of these clauses.
- 16.1.5 Where the Parties or any of its personnel, employees, servants, agents or sub-contractors, or any person acting on their behalf, breaches any of the acts mentioned in this clause commits any offence under Terrorism Legislation, with or without the knowledge of the other party, in relation to this Agreement, the other Party shall be entitled to terminate the Agreement with immediate effect by written notice to the Other Party and recover from the other Party the amount of any loss resulting from the termination as a result of any breach of this clause, whether or not the Agreement itself has been terminated.

17 Notices

17.1 Any notices to be served under this Agreement shall be sent by first class recorded delivery to the addresses given above;

17.2 Notices to be served in the case of notices to the OU shall be marked for the attention of the Head of Legal, Commercial Legal Services, Finance and Business Services.

Email: Finance-comm-legal@open.ac.uk

17.3 Notices to be served in the case of notices to the Sponsor shall be marked for the attention of the signatory of this agreement or such person as the Sponsor shall notify to the OU in writing.

18 Amendments

18.1 Amendments or changes to this Agreement shall only be valid if made in writing and signed by duly authorised representatives of both Parties.

19 Whole Agreement

19.1 The Parties acknowledge that this Agreement contains the whole agreement between them relating to the Programme and supersedes all previous agreements whether express or implied.

20 No Agency

20.1 Nothing in this Agreement shall cause the Parties to constitute or be deemed to constitute a partnership (in the legal sense entailing joint and several liability) or agency between the Parties and neither of them shall have nor represent that they have any authority to bind the other in any way.

21 Severance

21.1 In the event that any provision of this Agreement is declared by any competent authority to be void, voidable, illegal or otherwise unenforceable then that part shall be deleted and the remainder of the Agreement shall remain in force.

22 Force Majeure

22.1 Neither Party shall be under any liability to the other for any breach of any term of this Agreement or any failure or delay in performance under this Agreement arising as a result of any cause beyond its reasonable control including but not limited to any act of God, fire, flood, earthquake, storm, epidemic, drought, any government action or inaction, sabotage, explosion, strikes, lock-outs or any failure of equipment or power supply. This Agreement shall be suspended during the continuance of any event of force majeure and if such event continues for longer than three months, the Party not affected shall be entitled to terminate this Agreement forthwith by notice in writing.

23 Data Protection

23.1 The OU may communicate module results and other data (including Personal Data) relating to Students employed by the Sponsor to the Sponsor. The Sponsor agrees that any data communicated to it by the OU (as opposed to data it obtains itself) will be kept secure and shall not communicate such data to any third parties.

23.2 The Parties shall comply with the terms set out in Appendix 2 with regard to the processing of any Personal Data in the performance of this Agreement.

23.3 The Parties shall not transmit Personal Data to a country or territory outside the European Economic Area without the other Party's express consent.

24 Exclusion of Third Party Rights

24.1 A person who is not a Party to this Agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement but does not affect any right or remedy of a third party which exists or is available apart from that Act.

25 Escalation

25.1 If the Parties are unable to reach agreement on any issue concerning this Agreement within sixty (60) days after one Party has notified the other of that issue, they will refer the matter to senior representatives of each party who will use their best endeavours in an attempt to resolve the issue within 14 days after the referral. Either Party may bring proceedings in accordance with this Agreement if the matter has not been resolved within that sixty (60) day period, and either Party may apply to the court for an injunction whether or not any issue has been escalated under this clause.

26 Law and Jurisdiction

26.1 This Agreement shall be subject to the laws of England and to the exclusive jurisdiction of the English Courts.

AS WITNESS whereof the Parties have executed this Agreement on the dates set out below

**Signed for and on behalf of
THE OPEN UNIVERSITY**

**Signed for and on behalf of
«Correct_Legal_Entity»**

Signature:.....

Signature:.....

Name:.....

Name:.....

Title:.....

Title:.....

Date:.....

Date:.....

File reference for this contract: «Agreement_Ref»

APPENDIX 1

Study Leave

The recommendations for study leave will depend on the student's study pattern, as set out below.

Students who work full-time hours

The OU recommends that the Sponsor permits students to take the following minimum study leave (for private study, exams and tutorials):

- 36 days per study year for students studying a full stage (120 credits) in a year;
- 18 days per study year for students studying a 60-credit module;

The Sponsor has an obligation to release the students from their normal duties for every day that is nominated as a practice learning day for the duration of each of the practice learning periods.

Students who work part-time hours

The OU recommends that the Sponsor permits students to take the following minimum study leave (for private study, exams and tutorials):

- 18 days per study year for students studying a full stage (120 credits) in a year;
- Nine days per study year for students studying a 60-credit module;

The Sponsor has an obligation to release the students from their normal duties for three days a week for the duration of each practice learning period. Students wishing to undertake practice learning on a part-time basis will need to negotiate to complete the full number of days within the time period allotted. This may involve working a longer day (see the Practice Learning Guide).

SAMPLE

APPENDIX 2

DATA PROTECTION

1. DEFINITIONS

In this Appendix 2 the following definitions shall apply:

"Controller", "Processor" "Data Subject" and "Data Protection Officer"	shall have the meaning given to those terms in the applicable Data Protection Laws;
"Data Protection Laws"	means (a) any law, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding restriction (as amended, consolidated or re-enacted from time to time) which relates to the protection of individuals with regards to the Processing of Personal Data to which a Party is subject, including the Data Protection Act 2018, (" DPA ") the GDPR and all legislation enacted in the UK in respect of the protection of personal data; and (b) any code of practice or guidance published by the ICO (or equivalent regulatory body) from time to time;
"Data Processing Particulars"	means, in relation to any Processing under this Agreement: (a) the subject matter and duration of the Processing; (b) the nature and purpose of the Processing; (c) the type of Personal Data being Processed; and (d) the categories of Data Subjects; as set out in Appendix A.
"Data Subject Request"	means an actual or purported request or notice or complaint from or on behalf of a Data Subject exercising his rights under the Data Protection Laws in relation to Personal Data including without limitation: the right of access by the Data Subject, the right to rectification, the right to erasure, the right to restriction of processing, the right to data portability and the right to object;
"GDPR"	means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and repealing Directive 95/46/EC (General Data Protection Regulation) OJ L 119/1, 4.5.2016;
"ICO"	means the UK Information Commissioner's Office, or any successor or replacement body from time to time;
"ICO Correspondence"	means any correspondence or communication (whether written or verbal) from the ICO in relation to the Processing of Personal Data;
"Losses"	means all losses, fines, penalties, liabilities, damages, costs, charges, claims, amounts paid in settlement and expenses (including legal fees (on a solicitor/client basis), disbursements, costs of investigation (including forensic investigation), litigation, settlement (including ex gratia payments), judgment, interest and penalties),

other professional charges and expenses, disbursements, cost of breach notification including notifications to the data subject, cost of complaints handling (including providing data subjects with credit reference checks, setting up contact centres (e.g. call centres) and making ex gratia payments), all whether arising in contract, tort (including negligence), breach of statutory duty or otherwise;

Permitted Recipients	means the third parties to whom each Party is permitted to disclose the Personal Data, as set out in more detail in Appendix A (<i>Data Processing Particulars</i>);
"Personal Data"	means any personal data (as defined in the Data Protection Laws) Processed by either Party in connection with this Agreement, and for the purposes of this Agreement includes Sensitive Personal Data (as such Personal Data is more particularly described in Appendix A (<i>Data Processing Particulars</i>));
"Personal Data Breach"	has the meaning set out in the Data Protection Laws;
"Processing"	has the meaning set out in the Data Protection Laws (and " Process " and " Processed " shall be construed accordingly);
"Restricted Country"	means a country, territory or jurisdiction outside of the European Economic Area which the EU Commission has not deemed to provide adequate protection in accordance with Article 25(6) of the DP Directive and/ or Article 45(1) of the GDPR (as applicable);
"Security Requirements"	means the requirements regarding the security of Personal Data, as set out in the Data Protection Laws (including, in particular, the seventh data protection principle of the DPA and/ or the measures set out in Article 32(1) of the GDPR (taking due account of the matters described in Article 32(2) of the GDPR)) as applicable;
"Sensitive Personal Data"	means Personal Data that reveals such special categories of data as are listed in Article 9(1) of the GDPR;
"Services"	means Programme Review, Validation and Validating an Award; and
"Third Party Request"	means a written request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by law or regulation.

2. DATA PROTECTION

2.1 Nature of the Processing

2.1.1 The Parties acknowledge that the factual arrangements between them dictate the role of each Party in respect of the Data Protection Laws. Notwithstanding the foregoing, each Party agrees that the nature of the Processing under this Agreement will be as follows:

- (a) the Parties shall each Process the Personal Data;

- (b) each Party shall act as a Controller in respect of the Processing of the Personal Data on its own behalf and in particular each shall be a Controller of the Personal Data acting individually and in common, as follows:
 - (i) the OU shall be a Controller when it is Processing Student's Personal data received from the Sponsor in relation to recruitment, selection, registration on the qualification and modules, Student progress, possible fitness to practice issues, placements and placement funding, and module and qualification results.
 - (ii) The Sponsor shall be a Controller where it is Processing Student's Personal Data received from the OU in relation to recruitment, selection, registration on the qualification and modules, Student progress, possible fitness to practice issues, placements and placement funding, and module and qualification results.
- (c) Notwithstanding Paragraph 2.1.1(b), if either Party is deemed to be a joint Controller with the other in relation to the Personal Data, the Parties agree that they shall be jointly responsible for the compliance obligations imposed on a Controller by the Data Protection Laws, and the Parties shall cooperate to do all necessary things to enable performance of such compliance obligations, except that each Party shall be responsible, without limitation, for compliance with its data security obligations set out in Paragraph 2.2.2 where Personal Data has been transmitted by it, or while Personal Data is in its possession or control.

2.1.2 Each of the Parties acknowledges and agrees that Appendix A (*Data Processing Particulars*) to this Agreement is an accurate description of the Data Processing Particulars.

2.2 Data Controller Obligations

- 2.2.1 Each Party shall in relation to the Processing of the Personal Data comply with its respective obligations under the Data Protection Laws.
- 2.2.2 Without limiting the generality of the obligation set out in Paragraph 2.2.1, in particular, each Party shall:
 - (a) where required to do so make due notification to the ICO;
 - (b) ensure it is not subject to any prohibition or restriction which would:
 - (i) prevent or restrict it from disclosing or transferring the Personal Data to the other Party as required under this Agreement;
 - (ii) prevent or restrict it from granting the other Party access to the Personal Data as required under this Agreement; or
 - (iii) prevent or restrict either Party from Processing the Personal Data, as envisaged under this Agreement;
 - (c) ensure that all fair processing notices have been given (and/or, as applicable, consents obtained) and are sufficient in scope to enable

each Party to Process the Personal Data as required in order to obtain the benefit of its rights and to fulfil its obligations under this Agreement in accordance with the Data Protection Laws;

- (d) ensure that all Personal Data disclosed or transferred to, or accessed by, another Party is accurate and up-to-date, as well as adequate, relevant and not excessive to enable that Party to Process the Personal Data as envisaged under this Agreement;
- (e) ensure that appropriate technical and organisational security measures are in place sufficient to comply with at least the obligations imposed on the Controller by the Security Requirements including without limitation, (i) ensuring a level of security appropriate to the risk involved in the processing (which shall include without limitation and, as appropriate, taking steps such as the pseudonymisation and/or encryption of Personal Data, taking steps to ensure the ongoing confidentiality, integrity, availability and resilience of the systems and services used to process Personal Data and regularly testing the effectiveness of the systems in place); (ii) adhering to any relevant codes of conduct or approved certifications; and (iii) ensuring that all individuals who have access to Personal Data maintain the confidentiality and security of Personal Data and comply with the terms of this Agreement and where requested provide to the University evidence of its compliance with such requirements promptly, and in any event within 48 hours of the request.
- (f) notify the other Party promptly, and in any event within five days of receipt of any Data Subject Request or ICO Correspondence which relates directly or indirectly to the Processing of Personal Data under, or in connection with, this Agreement and together with such notice, provide a copy of such Data Subject Request or ICO Correspondence to the other Party and reasonable details of the circumstances giving rise to it. In addition to providing the notice referred to in this Paragraph 2.2.2(f), each Party shall provide the other Party with all reasonable co-operation and assistance required by the other Party in relation to any such Data Subject Request or ICO Correspondence;
- (g) notify the other Parties in writing without under delay and, in any event, within twenty four (24) hours of it becoming aware of any actual or suspected Personal Data Breach in relation to the Personal Data received from another Party and shall, within such timescale to be agreed by the Parties (acting reasonably and in good faith) :
 - (i) implement any measures necessary to restore the security of compromised Personal Data; and
 - (ii) support the other Parties to make any required notifications to the ICO and/or other equivalent relevant Regulator and affected Data Subjects
- (h) use reasonable endeavours to notify the other Party if it is obliged to make a disclosure of any of the Personal Data under any statutory requirement, such notification to be made in advance of such disclosure or immediately thereafter unless prohibited by law;

- (i) take reasonable steps to ensure the reliability of any of its personnel who have access to the Personal Data;
- (j) not do anything which shall damage the reputation of the other Party or that Party's relationship with the Data Subjects;
- (k) not transfer any Personal Data it is processing to a Restricted Country;
- (l) hold the information contained in the Personal Data confidentially and under at least the conditions of confidence as such Party holds Personal Data Processed by it other than the Personal Data.
- (m) not disclose the Personal Data to a third party (including a sub-contractor) in any circumstances without the other Parties' prior written consent, save in relation to: (i) disclosures to Permitted Recipients; and (ii) Third Party Requests. For Third Party Requests, the Party seeking to disclose the Personal Data shall use reasonable endeavours to advise the other Parties in advance of such disclosure, unless that Party is prohibited by law or regulation from notifying the other Parties of that disclosure, in which case it shall do so as soon as practicable thereafter (where permitted by law or regulation); and
- (n) at the other Parties' option or direction, arrange for the prompt and safe return and/or secure permanent destruction of all Personal Data, together with all copies in its possession or control within 5 days unless otherwise prohibited by law, statutory regulation or best practice, and, where requested by the other Parties certify that such destruction has taken place or provide reasons otherwise.

Appendix A

Data Processing Particulars

Subject matter of the processing	Processing the Personal Data of OU Social Work students and applicants in accordance with the terms and purpose of this Collaboration Agreement.
Duration of the processing	<p>The processing covers all stages of the student journey, from their application to join the Social Work Programme to their completion of their qualification and the University informing their relevant professional body that they are deemed eligible to apply to join the appropriate professional register of qualified social workers.</p> <p>Some data is kept, in line with the regulatory body requirements, for the duration of the life/working life of the student.</p> <p>Data destruction timescales are as set out in the Social Work Sections of the University's Data Retention Schedule.</p>
Nature and purposes of the processing	<p>Nature: collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of</p> <p>Purpose: the recruitment, selection, and registration of students onto the OU Social Work qualifications and modules, student progress, possible Fitness to Practise issues, placements and placement funding, and module and qualification results. These data will be used in the Social Work programme's administration of student records and progress, and in the University's registration processes, awarding of qualifications, and maintaining of transcript data. The data will also be used in advising sponsors of progress issues, and in meet our obligations in advising the regulatory bodies of Fitness to Practise issues and graduate eligibility to apply to join the Register of qualified social workers.</p> <p>More Details:</p> <p>Can be found in the</p> <ul style="list-style-type: none"> - the Supplementary Agreement http://www.open.ac.uk/students/charter/essential-documents/registration-as-a-student and the Supplementary Privacy Notice http://www.open.ac.uk/students/charter/essential-documents/student-privacy-notice

Type of Personal Data	Personal data includes applicant and student name, address, date of birth, telephone number, SCN (Scottish Candidate Number) for students in Scotland.
Categories of Data Subject	Students, applicants, enquirers, sponsor/agency contacts.
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	<p>Data destruction timescales are as set out in the Social Work sections of the University's Data Retention schedule.</p> <p>Some data is kept, in line with the regulatory body requirements, for the duration of the life/working life of the student.</p>