

DATED [] [] 201[]



**Autism Education Trust
(through The National Autistic Society)**

and

[Hub]

relating to

**An Agreement and Licence for the delivery and promotion
of the
AET **Early Years, School and Post 16 Training Programmes****

**The National Autistic Society
393 City Road
London
EC1V 1NG**

Ref: [Hub] - **Early Years, Schools & P16 Hub Agreement – [date]**

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THIS AGREEMENT AND LICENCE is made on [] [] 20[]

BETWEEN

- (1) **Autism Education Trust** (“AET”) acting through The National Autistic Society, a company registered in England (1205298) and a charity registered in England and Wales (269425) and in Scotland (SC039427) of 393 City Road London EC1V 1NG (“NAS”); and
- (2) [] (“Hub”).

BACKGROUND

- (A) The AET is a partnership between Ambitious about Autism, and NAS (the “constituent bodies”), hosted on behalf of the constituent bodies by NAS, with the aim of providing professional development resources and opportunities that support education services and staff in providing positive experiences and outcomes for children and young people with autism
- (B) The work of the AET is funded by government contracts, through its contracts with third party delivery partners and through the provision of associated goods and services.
- (C) The work of the AET includes an Early Years, Schools and Post 16 training programme. This programme is a national, face-to-face, modular training programme for practitioners and others working in educational settings and services (“Programme”).
- (D) The Programme is delivered through delivery partners – ‘hubs’ - using a range of teaching materials and resources which are copyright NAS on behalf of AET (“Materials”).
- (E) Hub wishes to be licenced to deliver the [] Programme using the AET Materials within the geographical area of [] (“Territory”).

IT IS AGREED as follows

1. INTERPRETATION

- 1.1 Unless the context otherwise requires, the following words and expressions shall have the following meanings:-

“Agreement”	means this agreement and licence and includes all Schedules hereto
“Autism Competency Framework”	means the schools autism competency framework at http://www.autismeducationtrust.org.uk which sets out the knowledge and skills required for practitioners working with children and young people on the autism spectrum and provides a self-evaluation tool to assess practice and understanding against a set of descriptors (knowledge, skills, personal qualities) thereby informing professional development plans and training requirements; it mirrors the categories in the Materials;
“Autism Standards”	means those schools autism standards at http://www.autismeducationtrust.org.uk enabling settings working with children and young people to evaluate their practice in addressing the needs of children on the autism spectrum; it also mirrors the categories in the Materials;
“Commencement Date”	means [] [] 20[]; (beginning of any month)
“Confidential Information”	means (1) all information (including all oral and visual information, and all information recorded in writing or electronically, or in any other medium or by any other method) disclosed to, or obtained by, one Party from the other Party or a third party acting on that other

	Party's behalf and which is of a confidential or commercially sensitive nature (as would be determined by a reasonable person) and (2) all "personal data" or "sensitive personal data" (as both are defined in the DPA) and (3) all data relating to the AET or any of its constituent bodies;
"DPA"	the Data Protection Act 2018 including all secondary legislation made under that Act, any guidance and/or codes of practice issued from time to time by the Information Commissioner or relevant Government department, and any relevant rulings from time to time of the Information Commissioner or of the Courts of England and Wales relating to the DPA, or any successor UK or European legislation including the General Data Protection Regulation;
"EIR"	means the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such regulations;
"FOIA"	means the Freedom of Information Act 2000 and any subordinate legislation made under such Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;
"Force Majeure"	means war, civil war, terrorism, riot or civil commotion and acts of government under emergency powers;
"GDPR"	the General Data Protection Regulations 2018
"Hub"	means the body licenced by AET to deliver training and associated advice to settings and practitioners within a specified education phase and territory, promoting the programme within their territory and engaging in networking activities across the region.
"Initial Term"	means a period terminating on 31 st 2021 following the Commencement Date; (a term of 1 or 3 years)
"Intellectual Property Rights" or "IPR"	means patents, inventions, trademarks, service marks, logos, design rights (whether registerable or otherwise), applications for any of the foregoing, copyright, database rights, domain names, trade or business names, moral rights and other similar rights or obligations whether registerable or not in any country (including but not limited to the United Kingdom) and the right to sue for passing off;
"Law"	means: (a) any Act of Parliament, Act or Measure of the United Kingdom or Welsh Ministers or Scottish or Northern Ireland Assembly or any other statute, proclamation, order, regulation, legislation (whether primary or subordinate) or other law which applies to the performance of this Agreement; or (b) any enforceable community right within the meaning of section 2(1) European Communities Act 1972; or (c) any applicable judgment of a relevant court of law which is a binding precedent; in each case in force from time to time in England and Wales or in Wales or in Scotland or in Northern Ireland (as applicable to the circumstances);
"Material Default"	means (1) any material breach on the part of the Hub, or of any Staff of the Hub; (2) any negligence or any reckless act or any other wrongful act or omission on the part of the Hub, or of any Staff of the Hub; (3) any failure to deliver the Programme and Materials in

	accordance with this Agreement; (4) any breach of Law;
"Month"	means a calendar month;
"Party"	means (as the context so requires) the AET or the Hub and Parties means both together;
"Region"	means the English governmental region in which the hub operates
"Schedule"	means a schedule to this Agreement;
"Staff"	means all persons employed by the Hub together with the Hub's servants and agents;
"Term"	means the Initial Term, any extension thereof pursuant to clause 2.3 and any period during which exit assistance is provided to AET;
"VAT"	means Valued Added Tax;
"Welsh Language Obligations"	means the obligations of AET or any of its constituent bodies in respect of the use of the Welsh language, whether under any Law, under any Welsh language scheme made under the Welsh Language Act 1993, under any Welsh language standards which apply to AET or any constituent body under the Welsh Language (Wales) Measure 2011 (whether or not a compliance notice has been issued) or any specific obligations in respect of the use of the Welsh language in connection with the delivery of the Programme or the Materials which are notified to the Hub from time to time by AET;
"Working Day"	means a day other than a weekend or public holiday in England between the hours of 09.00 and 17.00;

1.2 The interpretation and construction of this Agreement are subject to the following provisions:-

- 1.2.1 words importing the singular meaning include where the context so admits the plural meaning and vice versa;
- 1.2.2 words importing the masculine include the feminine and the neuter;
- 1.2.3 the words "include", "includes" and "including" are to be construed as if they were immediately followed by the words "without limitation";
- 1.2.4 references to any person include natural persons and partnerships, firms and other incorporated bodies and all other legal persons of whatever kind and however constituted and their successors and permitted assigns or transferees;
- 1.2.5 references to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended by any subsequent enactment, modification, order, regulation or instrument as subsequently amended or re-enacted;
- 1.2.6 headings are included in this Agreement for ease of reference only and shall not affect the interpretation or construction of this Agreement;
- 1.2.7 references in this Agreement to any clause or sub-clause or Schedule without further designation shall be construed as a reference to the clause or sub-clause or Schedule to this Agreement so numbered;
- 1.2.8 references in this Agreement to any paragraph or sub-paragraph without further designation shall be construed as a reference to the paragraph or sub-paragraph of the relevant Schedule to this Agreement so numbered;
- 1.2.9 reference to a clause is a reference to the whole of that clause unless stated otherwise.

2. **TERM OF AGREEMENT**

- 2.1 This Agreement shall take effect on the Commencement Date.
- 2.2 Subject to clause 2.3, this Agreement shall (unless it is otherwise terminated in accordance with the terms of this Agreement or it is otherwise lawfully terminated) terminate at the end of the Initial Term.
- 2.3 The AET may at its sole discretion elect to extend the Initial Term of this Agreement.

3. **SCOPE OF AGREEMENT**

- 3.1 This Agreement governs the relationship between the AET and the Hub in respect of the delivery of the Programme by the Hub.
- 3.2 The Hub agrees that it will not in its dealings with AET or any of its constituent bodies relating to the delivery of the Programme or relating to the Materials impose, rely upon or attempt to impose or rely upon, any other contractual term other than those in this Agreement and the Hub waives any right it might otherwise have to rely on any term endorsed upon or contained in any documents of AET or its constituent bodies that is inconsistent with the terms of this Agreement.

4. **CONDITIONS AND GRANT OF LICENCE**

- 4.1 AET hereby grants to the Hub a licence to use the Programme and the Materials for the sole purpose of the delivery of the Programme within the Territory.
- 4.2 Hub will deliver training to staff of [J].settings and services (each staff member a "delegate").
- 4.3 Hub will provide programme related information as required by AET and comply with AET policy and related frameworks.
- 4.4 Hub will positively engage with AET and the relevant regional Hub in the undertaking of quality assurance processes.
- 4.5 Hub will seek to establish and/or promote local networks of practitioner learning/support and advocate for the Programme.
- 4.6 The Materials are copyright and must not be used outside the delivery of the Programme pursuant to this Agreement; Hub undertakes to return or (at AET's choosing) destroy all Materials upon replacement by AET during the Term, or upon termination of this Agreement.
- 4.7 With the exception of describing local context/issues, Hub is not permitted to amend the Materials in any way without the prior written consent of AET. All intellectual property rights in all materials created or developed in the course of delivering the Programme will belong to NAS (holding them for the benefit of AET and/or the Department for Education and Hub will at the request of NAS undertake all steps necessary to assign all such IPR to NAS).
- 4.8 Hub will ensure that any person aged 16 or above in direct contact with a child, young adult or vulnerable adult holds a Disclosure and Barring Service (DBS) certificate at the enhanced level.
- 4.9 AET will monitor and assess Hub performance by means of the information requirements at Schedule 2, the quality assurance criteria at Schedule 3 and delivery targets at Schedule 4.

5. **EXCLUSIVITY**

The Hub acknowledges that in entering into this Agreement it enjoys exclusive use of the programme and materials within the licenced phase for the described territory only unless agreed otherwise, in writing, by both parties.

6. **WARRANTIES AND REPRESENTATIONS**

6.1 The Hub warrants and represents to AET and its constituent bodies that:

6.1.1 it has full capacity and authority and all necessary consents (including, where its procedures so require, the consent of any other body) to enter into and to perform its obligations under this Agreement;

6.1.2 this Agreement is executed by a duly authorised representative of the Hub; and

6.1.3 it is not subject to any contractual or other obligation, compliance with which is likely to have an adverse effect on its ability to perform its obligations under this Agreement.

7. **PREVENTION OF CORRUPTION AND BRIBERY**

7.1 The Hub must:

7.1.1 without prejudice to its other obligations to comply with Law, comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (“Relevant Requirements”);

7.1.2 not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;

7.1.3 comply with any of the AET’s ethics, anti-bribery and anti-corruption policies in each case as the AET may update them from time to time (“Relevant Policies”);

7.1.4 have and maintain in place throughout the Term its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, the Relevant Policies and clause 7.1.2, and will enforce them where appropriate; and

7.1.5 ensure that all persons associated with the Hub, including all persons who are delivering the Programme comply with this clause 7.1.

7.2 For the purpose of this clause 7, the meaning of adequate procedures shall be determined in accordance with section 7(2) of the Bribery Act 2010 and any guidance issued under section 9 of that Act.

7.3 Breach of this clause 7 shall be deemed a Material Default of this Agreement which is not capable of remedy.

8. **EQUALITY ACT**

8.1 The Hub acknowledges that AET and its constituent bodies are subject to the public sector equality duty set out in section 149 of the Equality Act 2010 (“2010 Act”).

8.2 The Hub must in respect of its performance of this Agreement comply with section 149 of the 2010 Act, and warrants and undertakes to have due regard in its performance of this Agreement as the case may be to:

- 8.2.1 eliminate discrimination, harassment, victimisation and any other conduct that is prohibited by the 2010 Act;
- 8.2.2 advance equality of opportunity between persons who share a relevant protected characteristic (as defined in the 2010 Act) and persons who do not share it;
- 8.2.3 foster good relations between persons who share a relevant protected characteristic (as defined in the 2010 Act) and persons who do not share it,

and for the avoidance of doubt this obligation shall apply irrespective of whether the Hub is a public authority for the purposes of such section of the 2010 Act.

8.3 Without prejudice to clause 8.2, the Hub will:

- 8.3.1 comply with any government instructions, directions, policies or codes of practice issued from time to time in relation to the 2010 Act; and
- 8.3.2 promptly notify and keep AET informed (with full supporting details if requested) of all complaints and investigations in relation to the 2010 Act.

8.4 The Hub will provide to AET such information as AET may reasonably require to:

- 8.4.1 monitor the equality of access to the Programme; and
- 8.4.2 fulfil its obligations under Law; and

9. LICENCE FEE AND OTHER COSTS

The licence fee and other costs relative to this Agreement are listed in Schedule 1.

10. INFORMATION REQUIREMENTS

- 10.1 The Hub shall provide the information specified in this clause 10 and in Schedule 2 (Information Requirements) in a timely manner and in any event within the applicable time period set out in Schedule 2, and shall ensure its accuracy and completeness.
- 10.2 The Hub shall provide the information specified in this clause 10 and in Schedule 2 (Information Requirements) in any format as may reasonably be prescribed by AET from time to time.
- 10.3 AET may from time to time notify the Hub of what further information it may reasonably require in order to monitor the Hub's performance under this Agreement, and the Hub shall supply such information as soon as reasonably practicable.

11. RECORDS

- 11.1 The Hub shall keep and maintain until six (6) years after the date of termination or expiry (whichever is the earlier) of this Agreement (or such longer period as may be agreed between the Parties), full and accurate records and accounts of the operation of this Agreement including the delivery of the Programme.
- 11.2 The Hub shall afford AET such access to such records and accounts as may be required from time to time.
- 11.3 The Parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this clause 11 unless any review under clause 11.2 above reveals a Material Default by the Hub in which case the Hub shall reimburse the AET's reasonable costs incurred in relation to the review.

12. CONFIDENTIALITY

- 12.1 In respect of any Confidential Information it may receive from the other Party (the "Discloser") and subject always to the remainder of this clause 12 each Party (the

“Recipient”) undertakes to keep secret and strictly confidential and shall not disclose any such Confidential Information to any third party, without the Discloser’s prior written consent provided that:

12.1.1 the Recipient shall not be prevented from using any general knowledge, experience or skills which were in its possession prior to the commencement of this Agreement; and

12.1.2 the provisions of this clause 12 shall not apply to any Confidential Information which:

12.1.2.1 is in or enters the public domain other than by breach of this Agreement or other act or omissions of the Recipient; or

12.1.2.2 is obtained by a third party who is lawfully authorised to disclose such information; or

12.1.2.3 is authorised for release by the prior written consent of the Discloser; or

12.1.2.4 is required to be disclosed to ensure compliance with FOIA or the EIR.

12.2 Nothing in this clause 12 shall prevent the Recipient from disclosing Confidential Information where it is required to do so by judicial, administrative, governmental or regulatory process in connection with any action, suit, proceedings or claim or otherwise by applicable law.

12.3 This clause 12 shall remain in force without limit in time.

13. **DATA PROTECTION**

13.1 **GENERAL UNDERTAKINGS**

13.1.1 The parties agree that AET is the controller and the Hub is the processor of the AET personal data.

13.1.2 In accordance with article 28(3) of the GDPR, Schedule 13 to this Agreement sets out certain information regarding the Hub’s Processing of the AET Personal Data.

14. **DATA PROCESSING OBLIGATIONS**

14.1 The Hub shall:

14.2 at all times comply with AET’s documented instructions, subject to compliance with all applicable data protection laws in relation to processing AET personal data;

14.3 take reasonable steps to ensure that access is limited to individuals who are subject to confidentiality undertakings or professional or statutory obligations of confidentiality and who need to know/access AET Personal Data for the purposes of fulfilling the Hub’s obligations under this Agreement;

14.4 implement and maintain (and provide details of such measures at AET’s request) appropriate technical and organisational measures to ensure a level of security appropriate to the risk including but not limited to the following:

14.4.1 the Pseudonymisation and encryption of AET Personal Data;

14.4.2 measure(s) to ensure the ongoing confidentiality and access to AET Personal Data in a timely manner in the event of a physical or technical incident;

14.4.3 measure(s) to restore the availability and access to AET Personal Data in a timely manner in the event of a physical or technical incident;

- 14.5 assist AET by implementing and maintaining appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of AET's obligation to respond to Data Subject's rights (including but not limited to Access Requests) under Data Protection Laws, in particular:
 - 14.5.1 notify AET by email to: dataprotection@nas.org.uk within 3 Working Days if the Supplier receives an Access Request from a Data Subject whose Personal Data has been passed to them from AET and is processed by the Supplier pursuant to this Agreement; and
 - 14.5.2 in relation to any Access Request received by AET, agree in writing the approach for the secure transfer of any Personal Data relevant to the Data Subject and Access Request, prior to the aforementioned transfer taking place as soon as possible and in any event within 5 Working Days of any request from AET
- 14.6 assist AET to ensure compliance with obligations under the Data Protection Laws including but not limited to:
 - 14.6.1 the security of Processing pursuant to Article 32 of the GDPR;
 - 14.6.2 notification of a Personal Data Breach to the Supervisory Authority pursuant to Article 33 of the GDPR;
 - 14.6.3 communication of a Personal Data Breach to the Data Subject pursuant to Article 34 of the GDPR; and
 - 14.6.4 data protection impact assessments, including prior consultation with Data Subjects and the Supervisory Authority, which AET reasonably considers to be required pursuant to Articles 35 and 36 of the GDPR;
- 14.7 within fourteen (14) Working Days after the end of the provision of Services, or as directed by AET at any time:
 - 14.7.1 at AET's discretion, (i) delete or (ii) return by secure transfer to AET (in such format as notified by AET) all AET Personal Data; and
 - 14.7.2 delete existing copies of all AET Personal Data subject to compliance with Data Protection Laws and always provided that the Supplier shall ensure the security and confidentiality of all such AET Personal Data, and provide evidence of the same to AET on request; and
- 14.8 immediately inform AET if, in its opinion, an instruction infringes or conflicts with Data Protection Laws and shall not commence such Processing until it has received confirmed instructions from AET.
- 14.9 This clause 14 shall remain in force without limit in time.
- 14.10 Hub must indemnify and keep indemnified the AET against all claims and proceedings and all liability, loss, costs and expenses incurred in connection therewith by the AET as a result of any claim made or brought by any person in respect of any loss, damage or distress caused to that person as a result of Hub's unauthorised processing, unlawful processing, destruction of and/or damage to any Personal Data processed by Hub.
15. **PERSONAL DATA BREACH**
 - 15.1 The Hub shall notify AET's Data Protection Officer by telephone on 07442 500 872 and email at: dataprotection@nas.org.uk immediately and in any event within 24 hours after becoming aware of a Security Breach relating to the Services or the Processing undertaken in relation to AET. Where such notification is not made within 24 hours to AET, the Hub must accompany the notice of such Security Breach with details of the reason for the delay in notification.
 - 15.2 Any notification of a Security Breach shall include:

- 15.2.1 a description of the Personal Data Breach including, where possible, the categories and approximate number of Data Subjects concerned and the categories and approximate number of Personal Data records concerned;
 - 15.2.2 contact details of the Data Protection Officer or other contact point where more information can be obtained;
 - 15.2.3 a description of the likely consequences of the Personal Data Breach; and
 - 15.2.4 a description of the measures taken or proposed to be taken by the Hub to address the Personal Data Breach, including, where appropriate, measures to mitigate its possible adverse effects and the Hub shall update such notification as and when more information becomes available.
- 15.3 The Hub shall co-operate with AET and take such reasonable steps to assist AET in the investigation, mitigation and remediation of each such Personal Data Breach.
- 15.4 This clause 15 shall remain in force without limit in time.

16. **RECORDS**

- 16.1 The Hub shall, at AET's request, make available to AET all information necessary to demonstrate that the Hub has complied with its obligations under this Agreement and shall allow for and assist with audits, including inspections, of the Hub by AET and/or on behalf of AET subject to AET giving the Hub at least 20 Working Days' prior notice and AET taking reasonable endeavours to minimise disruption to the Hub's Business.
- 16.2 This clause 16 shall remain in force without limit in time.

17. **SUB-CONTRACTING**

- 17.1 The Hub shall not engage a Sub-Processor without AET's prior written consent.
- 17.2 Where the Hub engages a Sub-Processor:
- 17.2.1 the Hub shall ensure that the Sub-Processor is capable of providing the level of protection for AET Personal Data required by this Agreement;
 - 17.2.2 the Hub shall ensure that the Sub-Processor is subject to contractual obligations no less onerous than those set out in this Agreement and provide evidence of the same to AET on request.
- 17.3 The Hub shall remain fully liable to AET for the Sub-Processor's performance.
- 17.4 This clause 17 shall remain in force without limit in time.

18. **CROSS BORDER DATA TRANSFERS**

- 18.1 The Hub shall not transfer the AET Personal Data outside the European Economic Area without AET's prior written consent.
- 18.2 This clause 18 shall remain in force without limit in time.

19. **INDEMNITY**

- 19.1 The Hub agrees to indemnify and keep indemnified and defend at its own expense AET against all costs, claims, damages or expenses incurred by AET or for which AET may become liable due to any failure by the Hub or its employees, agents or Sub-Processors to comply with any of its obligations under this Agreement.

20. **PUBLICITY AND PUBLICATIONS**

- 20.1 Unless otherwise directed by AET the Hub shall not make any press announcements or publicise this Agreement in any way without AET's prior written consent.
- 20.2 AET shall be entitled to publicise this Agreement without the consent of the Hub.
- 20.3 No publication arising from delivery of the Programme may be published without the prior written approval of AET, which consent will only be given if the intended publication properly acknowledges the Department for Education and AET as appropriate – appropriate wording is available upon request.
- 20.4 The Hub shall not do anything which may damage the reputation of the AET or any of its constituent bodies or bring it or any of them into disrepute.

21. **TERMINATION**

- 21.1 AET may terminate this Agreement by serving written notice on the Hub with effect from the date specified in such notice:
 - 21.1.1 where the Hub commits a Material Default and:-
 - 21.1.1.1 the Hub has not remedied the Material Default to the satisfaction of the AET within twenty (20) Working Days, or such other period as may be specified by AET, after issue of a written notice specifying the Material Default and requesting it to be remedied; or
 - 21.1.1.2 the Material Default is not, in the reasonable opinion of AET, capable of remedy; or
 - 21.1.2 where the Hub repeatedly breaches any of the terms of this Agreement in such a manner as reasonably to justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement; or
 - 21.1.3 where the delivery of training by Hub falls significantly below expectations in terms of the quality of the training – for the avoidance of doubt no refunds of fees or other costs paid will be made where AET terminates under this provision.
- 21.2 AET may terminate this Agreement by serving notice on the Hub in writing with effect from the date specified in such notice where in the reasonable opinion of the AET there is a material detrimental change in the financial standing and/or the credit rating of the Hub which adversely impacts, or is likely adversely to impact, on the Hub's ability to deliver the Programme under this Agreement.
- 21.3 AET may terminate this Agreement with immediate effect by notice in writing where the Hub is a company and in respect of the Hub:
 - 21.3.1 a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors; or
 - 21.3.2 a shareholders' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation); or
 - 21.3.3 a petition is presented for its winding up (which is not dismissed within fourteen (14) days of its service) or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to Section 98 of the Insolvency Act 1986; or

- 21.3.4 a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or
 - 21.3.5 an application order is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given; or
 - 21.3.6 it is or becomes insolvent within the meaning of Section 123 of the Insolvency Act 1986; or
 - 21.3.7 being a "small company" within the meaning of Section 382 of the Companies Act 2006, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or
 - 21.3.8 any event similar to those listed in clauses 15.3.1 to 15.3.7 occurs under the law of any other jurisdiction.
- 21.4 The Hub shall notify AET immediately if the Hub undergoes a change of control within the meaning of section 450 of the Corporation Tax Act 2010 ("Change of Control"). AET may terminate this Agreement by giving notice in writing to the Hub with immediate effect within six (6) months of:-
- 21.4.1 being notified that a Change of Control has occurred; or
 - 21.4.2 where no notification has been made, the date that the AET becomes aware of the Change of Control,
- 21.5 Either Party shall have the right to terminate this Agreement, or to terminate the provision of any part of this Agreement at any time by giving three (3) months written notice to the other Party.

22. **CONSEQUENCES OF TERMINATION AND EXPIRY**

- 22.1 Notwithstanding the service of a notice to terminate the Agreement, the Parties shall continue to fulfil their obligations under this Agreement until the date of expiry or termination of this Agreement or such other date as may be required under this clause 16.
- 22.2 Within thirty (30) Working Days of the date of termination or expiry of the Agreement, the Hub shall return to AET any data and Confidential Information belonging to AET in the Hub's possession, power or control, either in its then current format or in a format nominated by AET together with any other information and all copies thereof owned or possessed by the AET.
- 22.3 AET shall be entitled to have access to and to require copies of data or information arising from the delivery of the Programme by the Hub.
- 22.4 The Hub shall for a reasonable period before (during any applicable notice period) and after such termination or expiry:
 - 22.4.1 co-operate fully with AET and any successor deliverer of the Programme, or such part of the delivery of the Programme that has been terminated in order to ensure continuity and a smooth transfer of the delivery of the Programme, or such part of the Programme;
 - 22.4.2 promptly render all reasonable assistance and information to the extent necessary to effect an orderly assumption of the Programme or such part of the Programme by a successor deliverer; and
 - 22.4.3 use all reasonable endeavours to minimise any inconvenience caused to or likely to be caused to delegates or others as a result of the expiry or termination of this Agreement or part thereof.

22.5 Termination or expiry of this Agreement shall be without prejudice to any rights, remedies or obligations of any Party accrued under this Agreement prior to termination or expiry.

22.6 Clauses which expressly or by implication are intended to survive termination shall continue in full force and effect.

23. **LIABILITY AND LIMITATION OF LIABILITY**

23.1 The Hub shall fully indemnify, and keep indemnified in full, AET from and against all claims, proceedings, actions, damages, legal costs, expenses and any other liabilities whatsoever arising out of, in respect of, or in connection with, this Agreement including in respect of any death or personal injury, loss of or damage to property, financial or other loss arising from any advice given or omitted to be given by the Hub, or any other loss which is caused directly or indirectly by any act or omission of the Hub.

23.2 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this Agreement

23.3 Nothing in this Agreement limits or excludes the liability of the AET for:

23.3.1 death or personal injury resulting from its negligence; or

23.3.2 fraud or fraudulent misrepresentation.

23.4 Subject to clause 23.2 and clause 23.3:

23.4.1 the AET shall not under any circumstances whatever be liable for:

23.4.1.1 loss of profits; or

23.4.1.2 any special, indirect or consequential loss, costs, damages, charges or expenses; and

23.4.2 the AET's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of this Agreement shall in all circumstances be limited to £500,000.

24. **INSURANCE**

24.1 The Hub undertakes to take out and maintain policies of insurance with a reputable insurance company against liability which the Hub may incur to the AET or to its constituent bodies or to delegates or to any other person in connection with this Agreement as follows:

24.1.1 Employer's Liability: in the sum of not less than five million pounds (£5,000,000) or such statutory minimum as is required from time to time in the United Kingdom (whichever is greater) per event or series of events arising from the same set of circumstances; and

24.1.2 Public Liability: in the sum of not less than ten million pounds (£10,000,000) per event or series of events arising from the same set of circumstances; and

24.1.3 Professional Indemnity, malpractice, treatment risk or similar appropriate indemnity arrangements in relation to the provision or non-provision of the Programme which may result in a clinical or professional negligence claim: in the sum of not less than five million pounds (£5,000,000) per event or series of events arising from the same set of circumstances or such higher limit as AET may reasonably require from time to time.

24.2 The Hub must, should AET request it to do so from time to time, produce to AET a certified copy of the policy of any such insurance, the premium receipt and/or insurance certificate, or other appropriate evidence, such as a broker's letter of confirmation.

24.3 The terms of any insurance or the amount of cover shall not relieve the Hub of any liabilities arising under this Agreement.

24.4 The Hub shall maintain the insurances referred to in Clause 18.1 for a minimum of six (6) years following the expiration or earlier termination of this Agreement.

25. **TRANSFER**

25.1 This Agreement is personal to the Hub and the Hub shall not assign, novate or otherwise dispose of this Agreement or any part thereof without the previous consent in writing of AET.

25.2 AET shall be entitled to assign, novate or otherwise dispose of its rights and obligations under this Agreement or any part thereof to any other body which substantially performs any of the functions that previously had been performed by the AET provided that such assignment, novation or disposal shall not increase the burden of the Hub's obligations under this Agreement. The Hub shall join in any novation under this clause 25.2.

26. **DENIAL OF PARTNERSHIP**

This Agreement shall not operate so as to create a partnership, joint venture or relationship of employment or of principal and agent of any kind between the Parties.

27. **RIGHTS OF THIRD PARTIES**

Any of the constituent bodies of the AET can enforce the terms of this Agreement. Subject thereto a person who is not a party to this Agreement ("**Third Party**") has no right to enforce any term of this Agreement in accordance with the Contracts (Rights of Third Parties) Act 1999, but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

28. **WAIVER**

Save where and to the extent expressly stated in this Agreement, no failure to exercise and no delay in exercising on the part of a Party any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any right, power or privilege preclude the enforcement of any other right, power or privilege herein be taken or held to be a waiver of the provision itself. Any waiver must be in writing to be effective.

29. **SEVERABILITY**

If any part of this Agreement is found by a court of competent jurisdiction to be invalid, unlawful or unenforceable then such part shall be severed from the remainder of the Agreement which shall continue to be valid and enforceable to the fullest extent permitted by law. If any provision or part-provision of this Agreement is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

30. **FORCE MAJEURE**

Neither Party shall be in breach of this Agreement, nor liable for any failure or delay in performance of any obligation under this Agreement to the extent arising from or attributable to Force Majeure.

31. **ENTIRE AGREEMENT**

31.1 This Agreement constitutes the entire agreement and understanding of the Parties and supersedes (and renders null and void) any previous agreement or understanding between the Parties relating to the subject matters of this Agreement.

31.2 The Parties acknowledge and agree that in entering into this Agreement they do not rely on and shall have no remedy in respect of any statement, representation, warranty or

understanding (whether negligently or innocently made) of any person (whether party to this agreement or not) other than as expressly set out in this Agreement.

31.3 Nothing in this clause 31 shall operate to exclude any liability for fraud.

32. NOTICES

32.1 All notices which are required to be given under this Agreement must be in writing and sent to:

32.1.1 in the case of AET to the Director at Autism Education Trust, The National Autistic Society, 393 City Road, London EC1V 1NG; and

32.1.2 in the case of the Hub to [].

32.2 Any such notice may be delivered personally, by e-mail, by first class pre-paid letter or recorded delivery, or by commercial courier and shall be deemed to have been received:

32.2.1 if delivered personally, at the time of delivery;

32.2.2 if sent by e-mail, at the time sent;

32.2.3 if sent by first class pre-paid letter or recorded delivery, at 9.00 am on the second Working Day after the date of mailing; or

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

32.3 The provisions of this clause 32 shall not apply to the service of any proceedings or other documents in any legal action which shall be governed by rules of court.

33. DISPUTE RESOLUTION

33.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with this Agreement within twenty (20) Working Days of either Party notifying the other of the dispute and such efforts shall involve the escalation of the dispute to persons identified in clause 32.1 above.

33.2 Nothing in this dispute resolution procedure shall prevent the Parties from seeking from any court of competent jurisdiction an interim order restraining the other Party from doing any act or compelling the other Party to do any act or other interim or mandatory relief.

33.3 If the dispute cannot be resolved by the Parties pursuant to Clause 33.1 the Parties may refer it to mediation pursuant to the procedure set out in Clause 33.5 unless either Party does not consider the dispute suitable for resolution by mediation or does not agree to mediation.

33.4 The obligations of the Parties under this Agreement shall not be suspended, cease or be delayed by the referral of a dispute to mediation and the Hub and its Staff shall comply fully with the requirements of this Agreement at all times.

33.5 The procedure for mediation and consequential provisions relating to mediation are as follows:-

33.5.1 a neutral adviser or mediator ("**the Mediator**") shall be chosen by agreement between the Parties or, if they are unable to agree upon a Mediator within ten (10) Working Days after a request by one Party to the other to appoint a Mediator or if the Mediator agreed upon is unable or unwilling to act, either Party shall within ten (10) Working Days from the date of the proposal to appoint a Mediator or within ten (10) Working Days of notice to either Party that he is unable or unwilling to act, apply to CEDR to appoint a Mediator;

- 33.5.2 the Parties shall within ten (10) Working Days of the appointment of the Mediator meet with him in order to agree a programme for the exchange of all relevant information and the structure to be adopted for negotiations to be held. If considered appropriate, the Parties may at any stage seek assistance from CEDR to provide guidance on a suitable procedure;
- 33.5.3 unless otherwise agreed, all negotiations connected with the dispute and any settlement agreement relating to it shall be conducted in confidence and without prejudice to the rights of the Parties in any future proceedings;
- 33.5.4 if the Parties reach agreement on the resolution of the dispute, the agreement shall be reduced to writing and shall be binding on the Parties once it is signed by their duly authorised representatives;
- 33.5.5 failing agreement, either of the Parties may invite the Mediator to provide a non-binding but informative opinion in writing. Such an opinion shall be provided on a without prejudice basis and shall not be used in evidence in any proceedings relating to this Agreement without the prior written consent of both Parties; and
- 33.5.6 if the Parties fail to reach agreement in the structured negotiations within sixty (60) Working Days of the Mediator being appointed, or such longer period as may be agreed by the Parties, then any dispute or difference between them may be referred to the courts.

34. **WELSH LANGUAGE OBLIGATIONS**

The Hub warrants that, if relevant, it will not deliver the Programme in breach of the Welsh Language Obligations, nor in such a way as to render the AET or any of its constituent bodies in breach of its Welsh Language Obligations.

35. **COSTS AND EXPENSES**

The Parties shall be responsible for paying their own costs and expenses incurred in connection with the negotiation, preparation and execution of this Agreement.

36. **LAW AND JURISDICTION**

- 36.1 This Agreement shall be construed as being made in England and in accordance with and governed by the Laws of England and Wales, as they are applied in England.
- 36.2 The Parties irrevocably agree to submit to the exclusive jurisdiction of the Courts of England.

SCHEDULE 1– LICENCE FEE

- 1 Licence fee for year **enter year** is (£) plus VAT
- 2 Licence fee for year **enter year** is (£) plus VAT
- 3 Licence fee for year **enter year** is (£) plus VAT

SCHEDULE 2 - INFORMATION REQUIREMENTS

1 Lead Trainer, Trainer and Administrative Details

1.1 **Annually and at time of change** the Hub must provide the following information in relation to its lead trainer delivering the Programme:

- Name.
- Organisation.
- Job role.
- Qualifications: Professional qualifications in education e.g. Teacher, Educational Psychologist (EP), qualified Speech and Language Therapist or substantial equivalent qualifications.
- Number of years' experience of teaching autistic children: minimum 5 years.
- Email address.
- Telephone number.

1.2 **Annually and at time of change** the Hub must provide the following information in relation to all trainers delivering the Programme:

- Name/s.
- Organisation.
- Job role.
- Number of years' experience of teaching autistic children: minimum 2 years.
- Email address.
- Telephone number.

1.3 The Hub must provide the following details in respect of its administrative support function:

- Name/s
- Job role
- Email address
- Telephone number

2 Training Events and Delegates

2.1 The Hub must provide information of all training events it holds/provides.

2.2 Subject to data protection requirements, the Hub must provide the name and email address of all training delegates.

2.3 The Hub must request that delegates complete an on-line delegate feedback questionnaire

3 Training Volumes and other performance information.

3.1 The Hub must provide **monthly** training volumes information.

3.2 The Hub must provide other performance information in line with AET's Quality Assurance Policy as from time to time requested.

SCHEDULE 3 - QUALITY ASSURANCE

- 1 The lead trainer must meet the requirements described in the AET Quality Assurance Policy and be approved by AET.
- 2 The lead trainer must ensure that all trainers meet the requirements described in the AET Quality Assurance Policy.
- 3 Lead trainer and trainers must undergo initial induction training and engage in ongoing regional support and refresher processes.
- 4 Lead trainers and trainers must actively encourage training delegates to complete on-line feedback questionnaires.
- 5 Lead trainers must observe, supervise and support trainers to include reference to feedback data.
- 6 The Hub must cooperate with the AET Central Team and Strategic Partners in respect of quality assurance processes.
- 7 The Hub should advise its Strategic Partner or AET Central Team of any concerns they have regarding Programme content and/or suggestions for improvement.
- 8 The Hub should adhere to all of AET's Social Franchise Core Values.
- 9 The Hub must ensure that they are working towards all Strategic Outcomes.

SCHEDULE 4 – DELIVERY TARGETS

- 1 AET's contract with DfE includes obligations to deliver certain volumes of training. It is therefore necessary to encourage Hubs to maximise training opportunities.

The annual delivery targets described below support this agenda and, from our wider experience, are considered to be realistic and achievable.

Our approach is one of encouragement and support and, unless there is a clear and repeated lack of commitment to securing reasonable levels of training, we would not expect an inability to meet the targets to be problematic.

We would certainly not wish that the annual targets present a barrier to potential new partners engaging with us. We understand that in year one, targets may not be achieved.

- 2 The Hub will make the best effort to deliver training to the following minimum number of delegates annually:

**NOTE: These are full year targets which are currently under review and may become illustrative.
For September starters, please do not be concerned about meeting these full year targets in year one.**

Annual minimum training expectations (number of delegates)				
Early Years				
Making Sense of Autism	Good Autism Practice	Extending and Enhancing Good Autism Practice	Leading Good Autism Practice	TOTAL EARLY YEARS

Annual minimum training expectations (number of delegates)						
Schools						
Making Sense of Autism	Good Autism Practice	Extending and Enhancing Good Autism Practice	Leading Good Autism Practice	Complex Needs	Progression Framework	TOTAL SCHOOLS

Annual minimum training expectations (number of delegates)				
Post 16				
Raising Awareness	For Practitioners	For Managers	Transition from School to College	TOTAL POST 16

- 3 Where inability to meet targets raises material concerns, this will be subject of discussion and an agreed action plan. Where no improvement occurs and in order to maintain the integrity of the programme, AET Programme Board retains the right to terminate or not renew licence agreements this is all mentioned in AET's Quality Assurance Policy.

SCHEDULE 5 – Data Processing

This schedule includes certain details of the Processing of AET Personal Data as required by Article 28(3) GDPR.

1. Subject matter and duration of the Processing of AET Personal Data

- 1.1 The subject matter and duration of the Processing of the AET Personal Data are set out in this Agreement.
- 1.2 The Hub will Process AET Personal Data in accordance with this Agreement in relation to the Services from [25 May 2018] until the expiry of this Agreement.

2. The nature and purpose of the Processing of AET Personal Data

- 2.1 The Hub shall carry out the following Processing of AET Personal Data on behalf of AET in respect of the relevant Services.

3. The types of AET Personal Data to be Processed

- 3.1 The Hub Processes the following types of Personal Data on behalf of AET when required to do so in order to provide the Services:

- Title
- First name
- Surname
- Organisation Name
- Type of Organisation
- Organisation Role
- Region
- Local Authority area
- Products ordered from the website
- Qualifications
- Experience
- Job Role
- Hub Role
- Phase of Hub
- Email
- Phone number
- Address
- Training modules
- Event booking information

4. The categories of Data Subject to whom the AET Personal Data relates

- 4.1 The Hub Processes AET Personal Data for the following categories of Data Subjects on behalf of AET when required to do so in order to provide the Services:
 - 4.1.1 Customers and staff working on behalf of the Hub

5. The obligations and rights of AET

The obligations and rights of AET are set out in this Agreement.

SIGNED by or on behalf of the Parties on the date which first appears in this Agreement

Signed by
(using Adobe Acrobat Fill & Sign
facility)

for and on behalf of
The National Autistic Society
(for AET)

.....
Authorised Signatory

.....
Name

.....
Position

.....
Date

Signed by

for and on behalf of
[Hub]

.....
Signature

.....
Name

.....
Position

.....
Date