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DATED XXXXX

XXXXXX (1)

XXXXXX (2)

XXXXXX (3)

INTERIM COLLABORATION AGREEMENT

1 Preamble

This agreement is made between:

XXXXX

and

XXXXX

and

XXXXX

(each a “Party” and together the “Parties”).

2 Background

As a result of the ITT Market Review, all teacher training providers wishing to offer training after September 2024 were required to apply for accreditation.

3 Aims of the Agreement

This is an interim agreement from XXXXX to XXXXX. It covers the period of course design and development before the date of first teaching in September 2024 and the first two years of programme delivery to the new criteria.

The vision is that by September 2026, the financial basis of the agreement can be updated as the pay and terms and conditions of staff will be equitable.

The main aims of the agreement are:

- i. To ensure that there is a framework agreed by XXXXX, XXXXX and XXXXX to determine responsibilities and to guide decision-making and monitoring in relation to the ITT programmes.
- ii. To ensure that the trainees on the QTS and PGCE programmes are provided with a high-quality learning experience which is compliant with the ITT Criteria from September 2024.

Now it is agreed as follows:

4 Definitions and Interpretation

4.1 The following definitions and rules apply in this Agreement:

“Commencement Date”	means 1 September 2024;
“Data Protection Legislation”	(i) unless and until the General Data Protection Regulation ((EU) 2016/679) and any national implementing laws (“ GDPR ”) is no longer directly applicable in the UK, the GDPR, regulations and secondary legislation, as amended

	or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the UK Data Protection Act 1998;
“DBS”	means the Disclosure and Barring Service;
“Disclosing Party”	means the Party disclosing Confidential Information and/or Commercially Sensitive Information to any other Party or on whose behalf Confidential Information and/or Commercially Sensitive Information is held or acquired by another Party;
“Equality Act”	means the Equality Act 2010 and any sub-ordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant Government department concerning the legislation;
“Equality Legislation”	means any and all legislation, applicable guidance and statutory codes of practice relating to diversity, equality, non-discrimination and human rights as may be in force from time to time in England and Wales or in any other territory in which, or in respect of which, the Parties perform their obligations in this Agreement;
“FOIA”	means the Freedom of Information Act 2000 and any sub-ordinate legislation made under that 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 in relation to any Party, any circumstances beyond the reasonable control of that Party including (insofar as beyond such control but without prejudice to the generality of the foregoing expression), without limitation, any strike, lock-out, or other form of industrial action, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or Act of God [but for the avoidance of doubt shall not include the UK leaving the European Union];
“Human Rights Act”	means the Human Rights Act 1998 and any sub-ordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant Government department concerning the legislation;
“Information”	means information recorded in any form;
“Intellectual Property Rights”	means all intellectual property rights throughout the world for the full term of the rights concerned, whether or not registered and whether or not registrable, including but not limited to copyright, database rights, patents, rights in inventions, know-how and technical information, design rights, design patents, registered designs, trade marks (including business and brand names, domain names, devices and logos) and the right to apply for any of the foregoing anywhere in the world;
“OIA”	means the Office of the Independent Adjudicator for Higher Education, a scheme for independent review of student

	complaints and/or any successor body which carries out substantially the same function;
“Party”	means any one of the parties to this Agreement;
“Parties”	means all the parties to this Agreement;
“Programme(s)”	means the ITT programmes currently or after the date of this Agreement developed by the Parties
“Programme Materials”	means any administrative, academic and/or other materials relating to the Programmes developed and/or delivered by the Parties but not limited to such materials in printed and electronic formats;
“Request for Information”	means a request for information made (or deemed to be made in accordance with the FOIA or the EIR as the case may be) under the FOIA or the EIR;
“Term”	means the term of this Agreement.

- 4.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.
- 4.3 A “person” includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 4.4 The Schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedules.
- 4.5 Unless the context otherwise requires, words in the singular shall include the plural and words in the plural shall include the singular.
- 4.6 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 4.7 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

5 Programme Development

- 5.1 From the signing of the agreement until first delivery of the programme in September 2024, staff employed by the legacy SCITT will work co-operatively to design a new curriculum to meet the criteria and recruit trainees to XXXXX to start their training in September 2024. This development activity would be considered to be part of each employee’s substantive role if completed during their contracted hours and so no additional payments would be made or received. If colleagues complete additional tasks in their own time, payment from the DfE set up loan funding may be payable.

6 Quality Assurance

- 6.1 The ultimate authority for the quality of the accredited Programmes rests with XXXXX as the legal entity for XXXXX.

- 6.2 The Quality Assurance arrangements for the partnership and for the accredited Programmes shall follow those stated in the XXXXX Quality Assurance procedures.
- 6.3 No Party shall, without the prior written consent of the other Party, be entitled to perform any of its obligations through any other company or entity or to assign, mortgage, charge or dispose of any of its rights hereunder, or sub-contract or otherwise delegate any of its obligations hereunder.

7 Operation, Governance and Structures from September 2024

- 7.1 Each Party will be responsible for delivering the co-produced ITT programme for trainees who have applied through their lead schools. This includes (but is not limited to) delivering the agreed curriculum, facilitating the agreed number of tutor visits and following the agreed assessment processes.
- 7.2 The Parties are jointly responsible for the academic management and control of Programmes and maintenance, monitoring, review and evaluation of academic standards and shall co-operate in relation to the same.
- 7.3 The interim governance structure until August 2026 is as follows:

• Strategic Board

The Strategic Board can have up to 16 members:

- MAT CEO of legacy providers (2)
- Senior member of staff from University of XXXXX (1)
- Leader of each legacy partner (3)
- Up to six partnership MAT/school leaders ensuring that schools from each county and school phase are represented – together with LA schools and MAT representation. Two of these representatives will also sit on the Stakeholder Management Group. (6)
- Up to two further members representing other partner organisations such as the Teaching School Hubs (2)
- The eight members of the board not representing strategic partners will serve a fixed term of office of 4 years.
- The quorum necessary for the transaction of business shall be nine including a representative of each of the Strategic Partners. (These are the MAT CEOs of legacy SCITTs, representatives of XXXXX and XXXXX LAs and a representative from the University of XXXXX. A duly convened meeting of the Board at which the quorum is present shall be competent to exercise all or any of the authorities, powers and discretions vested in or exercisable by the Board. In exceptional circumstances, a representative may attend. In the event of a meeting not being quorate, recommendations may be made to the quorate group.
- If a board member is unable to attend a meeting, they are expected to send a suitable substitute or to attend key parts of the meeting remotely.

The Strategic Board will be responsible for:

- The strategic direction of XXXXX
- Holding the XXXXX Leadership Team to account
- This group will meet termly.
- **NB** It is suggested that this board starts to meet as soon as this agreement is enacted.

- **Stakeholder Management Group**

- 14 school representatives – ensuring a balance of phase and locality, and to include representative from special schools or PRUs
- Leader of each of the legacy SCITTs
- Representative from the University of XXXXX
- This group will have a key role in QA and be active in supporting the development of the programme.
- Each member will be linked to an improvement priority.
- Two representatives of this group may attend the Strategic Board to ensure a clear link between operations and strategy.
- Termly meeting.

- **Primary/Secondary Head Teacher Forums – separate for each phase**

- Ideally each placement school should be represented + leaders from each legacy SCITT.
- Briefing and stakeholder engagement and challenge.
- Termly meeting.

- **Secondary Professional Tutor Forum**

- Briefing and stakeholder engagement and challenge.
- Termly meeting.

- **Secondary Curriculum Board**

- Key trainers/tutors and programme staff meet to discuss and develop the programme curriculum.
- Termly meeting.

- **Primary Curriculum Board**

- Key trainers/tutors and programme staff meet to discuss and develop the programme curriculum.
- Termly meeting.

- **Trainee Programme Committee**

- Feedback from trainees on all aspects of the programme.

7.4 External Examiners for Programmes will be appointed in line with DfE criteria.

7.5 Each Party agrees to abide by and act in accordance with the terms of Appendix 1: Operational Responsibilities.

8 Recruitment and Admissions

8.1 Admission to Programmes will be governed by the validated entry requirements.

8.2 Recruitment and Selection policies and procedures will be agreed by all parties in XXXXX. Each legacy provider will undertake recruitment of trainees applying through their previous lead schools following the agreed procedures

9 Safeguarding

9.1 XXXXX will comply with all applicable legislation and codes of practice.

9.2 DBS (and other safer recruitment) checks for all trainees will be processed through XXXXX.

10 Financial Arrangements from September 2024

10.1 During the transition period, the majority tuition fee is passed on to legacy partners for each trainee who has applied through their current lead schools. XXXXX will retain a small proportion of this fee to cover central costs which will necessarily be incurred by XXXXX as the legal entity. This will enable each partner to work out their staffing costs locally in the first instance.

£XXXX per trainee passed to legacy provider to include:	£XXXX retained by XXXX as legal entity to cover:
• Delivery of the training programme as co-produced by the XXXXX leadership team and subject experts • Recruitment of trainees from legacy lead schools • PGCE fee (paid to University of XXXXX if applicable)	• Programme oversight and sign off • Compliance oversight • Overall Quality Assurance • Preparation of documentation and administration of Ofsted inspection activity • DfE liaison and reporting • Liaison with University of XXXXX, e.g. re-validation • Programme administration - including entering trainees on Register, checking ID and processing DBS checks, QA of trainee files for eligibility • Programme finance – including Student Finance admin, bursary payments maintenance, DfE and audit • NASBTT membership and fees for agreed services (e.g. <i>NNL/Video Resource Bank</i>) • NASBTT fees for <i>Mentor Development Modules</i> • User fees for mentor support software • External examiner fees • XXXXX website development (content co-created) and hosting

10.2 Tuition fee payments to legacy providers will be made termly immediately on receipt of funds to XXXXX. The split will be Term 1 - 25%, Term 2 – 25% and Term 3 - 50%

10.3 Each Party agrees to support the other Party in delivery of its obligations in relation to compliance with sector regulatory requirements.

10.4 Each Party will retain any financial reserve it has at the point this agreement starts.

10.5 Each Party will contribute equally to the costs of any agreed marketing activity for XXXXX.

11 Interim Staffing

11.1 All employed staff remain employed by their current employer.

- 11.2 Each employer undertakes to ensure that they maintain sufficient staffing levels for the delivery of the agreed training programme for the duration of this agreement.
- 11.3 Legacy providers can continue to use their existing consultants to deliver the co-produced programme.
- 11.4 The Accounting Officer for XXXXX has to be employed by the legal entity under the ITT criteria. Therefore, the leader of the previous XXXXX and XXXXX SCITT is the overall leader of XXXXX. The other current SCITT leaders will have a significant leadership role with responsibilities for the primary and secondary phases. They will work with the current programme leadership teams.
- 11.5 A more formal staffing structure will be created during the time this interim agreement is in force as operational and strategic needs become clearer.
- 11.6 The Strategic Board will work towards ensuring the pay and terms and conditions of XXXXX staff become more equitable during the time of this agreement

12 Intellectual Property

- 12.1 The copyright of materials developed by any Party will become the intellectual policy of XXXXX.

13 Legal Requirements and Conventions – Data Protection

- 13.1 Each Party shall (and shall ensure that any of its staff involved in the performance of the Agreement) comply with Data Protection Legislation in respect of personal data as defined in Data Protection Legislation (“**Personal Data**”) processed in relation to this Agreement. Both Parties will comply with all applicable requirements of the Data Protection Legislation. This clause 14 is in addition to, and does not relieve, remove or replace, a Party's obligations under the Data Protection Legislation.

14 Legal Requirements and Conventions – Freedom of Information

- 14.1 Each Party acknowledges that the other Party is subject to the requirements of the Freedom of Information Act 2000 (FOIA) and any statutory amendments or re-enactments of the FOIA. Each Party agrees it shall (at its own expense) co-operate and provide all necessary assistance as may be reasonably requested by the other Party to enable the other Party to comply with its obligations under the FOIA.

15 Legal Requirements and Conventions – Discrimination, Equality and Human Rights

- 15.1 No Party shall whether as employer, provider of services under this Agreement or as a provider of education unlawfully discriminate, harass or victimise within the meaning of the Equality Act 2010 and its related and sub-ordinate legislation.
- 15.2 Each Party shall, and shall use reasonable endeavours to ensure that, its employees, contractors and agents shall, at all times comply with and act in a way which is compatible with the Equality Act 2010 and the equality duty imposed by that Act.

- 15.3 Each Party shall, and shall use reasonable endeavours to ensure that, its employees, contractors and agents shall, at all times comply with and act in a way which is compatible with the Parties' obligations under the Human Rights Act 1998.
- 15.4 Each Party shall notify the other Party immediately of any investigation of or proceedings against them under the Equality Act 2010 and its related and sub-ordinate legislation arising out of the relevant Party's failure to comply with this clause 18 and the affected Party shall co-operate fully and promptly with any requests of the person or body conducting such investigation or orders or directions of any competent judicial authority, including allowing access to any documents or data required, attending any meetings or hearings and providing any information requested.

16 Duration and Termination

- 16.1 This Agreement shall be deemed to have commenced on 1 September 2024 and shall continue in force for two (2) years with on-going review.
- 16.2 Without affecting any other right or remedy available to it, either Party may terminate this Agreement by written notice to the other Party if:
- i. any party commits a material breach of any term of this Agreement which breach is irremediable or (if such a breach is remediable) fails to remedy that breach within a period of 60 Business Days after being notified in writing to do so. A breach shall be considered capable of a remedy if the other Party could comply with the provision in question in all respects other than as to the time of performance (provided that time of performance is not of the essence);
 - ii. any Party repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement;
 - iii. any Party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts;
 - iv. any Party takes any step or action for or in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent amalgamation or restricting), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent amalgamation or restricting), having a receiver appointed to any of its assets or ceasing to carry business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
 - v. any Party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.
- 16.3 The interests of Trainees currently on Programmes must be safeguarded and the termination shall take effect from the date on which the last registered Trainee completes or withdraws from the Programme. In such circumstances all Parties will use their reasonable endeavours to enable existing Trainees to complete their studies and to obtain the appropriate academic award.
- 16.4 The costs which are defined in Section 11 shall continue to be met by the Party concerned while Trainees continue on Programmes. During the period of notice the normal provisions

shall operate in respect of the services provided by the University and XXXXX and XXXXX SCITT.

16 Amendment or Variation

- 17.1 The terms of this Agreement may only be varied by agreement in writing by any parties.
- 17.2 Changes to the nature of the relationship between the parties must be without detriment to Trainees on existing Programmes.
- 17.3 XXXXX and XXXXX has an obligation to notify the XXXXX of any change to its status or ownership within thirty (30) days of the change in status or ownership.
- 17.4 XXXXX's Strategic Board keep the terms of this Agreement under review in order to ensure that their provisions remain fit for purpose. Any Party may also submit a request to the XXXXX Board to undertake a review at any time of this Agreement. The Agreement will be reviewed in accordance with paragraph 19.1.

17 Third Party Rights

- 18.1 This Agreement does not give rise to any rights for a third party to enforce any terms of this Agreement.
- 18.2 The rights of the Parties to terminate, rescind or agree any variation, waiver or settlement under this Agreement are not subject to the consent of any other person.

18 Notices

- 19.1 Any notice given to a Party under or in connection with this Agreement shall be in writing and shall be:
- delivered by hand or by pre-paid first-class post or other next Business Day delivery service at its registered office (if a company) or its principal place of business (in any other case);
- or
- sent by fax to its main number.
- 19.2 Any notice shall be deemed to have been received:
- if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;
 - if sent by pre-paid first-class post or other next Business Day delivery service, at 9.00a.m. on the second Business Day after posting [or at the time recorded by the delivery service];
 - if sent by fax, at 9.00a.m. on the next Business Day after transmission.
- 19.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

19.4 A notice given under this agreement is not valid if sent by email.

20 Entire Agreement

- 20.1 This Agreement constitutes the entire Agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 20.2 Each Party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each Party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

21 Force Majeure

- 21.1 No Party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed. If the period of delay or non-performance continues for thirty (30) Business Days, the party not affected may terminate this Agreement by giving thirty (30) Business Days written notice to the affected Party.

22 Resolution of Differences

- 22.1 The parties will use all reasonable endeavours to negotiate in good faith and settle amicably any dispute that arises during the continuance of this Agreement.
- 22.2 Any dispute not capable of resolution by the parties in accordance with the terms of clause 9.1 will be settled as far as possible by mediation in accordance with the Centre for Dispute Resolution (CEDR) Model Mediation Procedure.
- 22.3 No party may commence any court proceedings/arbitration in relation to any dispute arising out of this Agreement until they have attempted to settle it by mediation, but any such mediation may be terminated by either party at any time of such party wishing to commence court proceedings/arbitration.

IN WITNESS of the above this Agreement was entered into on the date set out above.

Appendix 1: Operational Responsibilities

These are the operational responsibilities at the time of signing this Agreement. These may be changed from time to time by consultation with all Parties.

Legal Entity	XXXXX Providers
Overall responsibilities	
• Programme oversight and sign off • Compliance oversight • Overall Quality Assurance • Preparation of documentation and administration of Ofsted inspection activity • DfE liaison and reporting • Programme admin - including entering trainees on Register, checking ID and processing DBS checks, QA of trainee files for eligibility • Programme finance – including Student Finance admin, bursary payments maintenance, DfE and audit • Liaison with University of XXXXX, e.g. re-validation	Local management team and administrative support to deliver co-produced programme and services as specified
Programme and Assessment Design and Delivery	
	Co-produce a high-quality ITT programme that is fully compliant with DfE ITT criteria from September 2024 Deliver ITT and assessment programme in line with agreements
Quality Assurance	
Oversight of QA and compliance	In accordance with the XXXXX Quality Assurance Procedures implement the policies and procedures so outlined
	Co-produce an annual Self-Evaluation Document (SED) and improvement plan Co-produce annually the Definitive Course Record in a format approved by the University of XXXXX
Recruitment and Selection	
Maintain records of Disclosure and Barring Service (DBS) checks completed for trainees	Co-produce recruitment and selection procedures Use agreed procedures to undertake recruitment activity for those applying through legacy/geographical lead schools (includes safer recruitment and occupational health checks)