Dated

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AGREEMENT

For outsourced services, including head teacher support

Between

GLAPTHORN CHURCH OF ENGLAND PRIMARY SCHOOL

And

THE RUTLAND LEARNING TRUST

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**THIS AGREEMENT** is dated 2017

Parties

1. GLAPTHORN Church of England Primary School, a school with Department for Education number xxx, located at School Road, GLAPTHORN, NN6 8HY (GLAPTHORN).
2. The Rutland Learning Trust, a Multi Academy Trust with the company no 09199785

Agreed terms

# Interpretation

## The following definitions and rules of interpretation apply in this agreement (unless the context requires otherwise).

Board**:** the board of governors of GLAPTHORN (including any committee of the board duly appointed by it).

Business of GLAPTHORN**:** the provision of primary school education

Capacity**:** as agent, consultant, director, employee, owner, partner, shareholder or in any other capacity.

GLAPTHORN Property**:** all documents, books, manuals, materials, records, correspondence, papers and information (on whatever media and wherever located) relating to the Business or affairs of GLAPTHORN or its pupils, parents or governors, and any equipment, keys, hardware or software provided for RUTLAND LEARNING TRUST or the Rutland Learning Trust's use by GLAPTHORN during the Engagement, and any data or documents (including copies) produced, maintained or stored by RUTLAND LEARNING TRUST or the Rutland Learning Trust on the computer systems or other electronic equipment of GLAPTHORN, RUTLAND LEARNING TRUST or the Rutland Learning Trust during the Engagement.

Commencement Date**:**1st September 2017
(Services will be provided to the school from 1st June 2017).

Confidential Information**:** information in whatever form (including, without limitation, in written, oral, visual or electronic form or on any magnetic or optical disk or memory and wherever located) relating to the Business, pupils, parents or governors, affairs and finances of GLAPTHORN for the time being confidential to GLAPTHORN and trade secrets including, without limitation, technical data and know-how relating to the Business of GLAPTHORN or any of its pupils, parents, governors, suppliers, management or business contacts and including (but not limited to) information that RUTLAND LEARNING TRUST or the Rutland Learning Trust creates, develops, receives or obtains in connection with this Engagement, whether or not such information (if in anything other than oral form) is marked confidential.

Engagement**:** the engagement of RUTLAND LEARNING TRUST by GLAPTHORN on the terms of this agreement.

Insurance Policies**:** commercial general liability insurance cover, employer's liability insurance cover, professional indemnity insurance cover and public liability insurance cover.

Intellectual Property Rights**:** patents, rights to Inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Invention**:** any invention, idea, discovery, development, improvement or innovation made by RUTLAND LEARNING TRUST or by the Rutland Learning Trust in connection with the provision of the Services, whether or not patentable or capable of registration, and whether or not recorded in any medium.

Services**:** the services described in the schedule outlined in Appendix 1.

Substitute**:** a substitute for the Rutland Learning Trust appointed under the terms of clause 3.3.

Termination Date**:** the date of termination of this agreement, howsoever arising.

Trust: the Rutland Learning Trust

## The headings in this agreement are inserted for convenience only and shall not affect its construction.

## A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

## Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

## Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

## 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.

# Term of engagement

## GLAPTHORN shall engage the RUTLAND LEARNING TRUST and the the RUTLAND LEARNING TRUST shall make available to GLAPTHORN the Services on the terms of this agreement.

## The Engagement shall commence on the Commencement Date with a one year commitment after which time it will terminate automatically on 31st July 2018 without the need for notice:

### As provided by the terms of this agreement; or

### By either party giving to the other not less than 3 calendar months prior written notice.

## It is accepted by the Parties that the Engagement shall be subject to a review, which should be undertaken either on or shortly before each of the following dates: dates to be inserted and that such review may give rise to either party giving notice in accordance with clause 2.2(b) above.

# Duties and obligations

## During the Engagement the RUTLAND LEARNING TRUST shall, and (where appropriate) shall procure that the Rutland Learning Trust shall:

### Provide the Services (as outlined in Appendix 1) with all due care, skill and ability and use its best endeavours to promote the interests of GLAPTHORN.

## If the Rutland Learning Trust is unable to provide the Services due to illness or injury, RUTLAND LEARNING TRUST shall advise GLAPTHORN of that fact as soon as reasonably practicable. For the avoidance of doubt, no fee shall be payable in accordance with clause 4 in respect of any period during which the Services are not provided.

## RUTLAND LEARNING TRUST may, with the prior written approval of GLAPTHORN and subject to the following proviso, appoint a suitably qualified and skilled Substitute to perform the Services instead of the Rutland Learning Trust, provided that the Substitute shall be required to enter into direct undertakings with GLAPTHORN, including with regard to confidentiality. If GLAPTHORN accepts the Substitute, the RUTLAND LEARNING TRUST shall continue to invoice GLAPTHORN in accordance with clause 4 and shall be responsible for the remuneration of the Substitute.

## The RUTLAND LEARNING TRUST shall use its reasonable endeavours to ensure that the Rutland Learning Trust is available between the hours of 8.30am and 5.00pm on 2 hours’ notice to provide such assistance or information to Glapthorn that the RUTLAND LEARNING TRUST considers reasonable in the circumstances.

## Unless it or he has been specifically authorised to do so by GLAPTHORN in writing:

### The Rutland Learning Trust shall not have any authority to incur any expenditure in the name of or for the account of GLAPTHORN; and

### The Rutland Learning Trust shall not, hold itself out as having authority to bind GLAPTHORN.

## The Rutland Learning Trust shall comply with all reasonable standards of safety and comply with GLAPTHORN's health and safety procedures from time to time in force at the premises where the Services are provided and report any unsafe working conditions or practices to the Trust Board and Governors.

## RUTLAND LEARNING TRUST may use a third party to perform any administrative, clerical or secretarial functions which are reasonably incidental to the provision of the Services provided that:

### GLAPTHORN will not be liable to bear the cost of such functions; and

### At GLAPTHORN's request the third party shall be required to enter into direct undertakings with GLAPTHORN, including with regard to confidentiality.

## The Rutland Learning Trust shall:

### 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);

### Comply with GLAPTHORN's policies on ethics and anti-bribery and anti-corruption;

### Have and shall maintain in place throughout the term of this agreement its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, and will enforce them where appropriate;

### Promptly report to GLAPTHORN any request or demand for any undue financial or other advantage of any kind received by the Rutland Learning Trust in connection with the performance of this agreement;

### Ensure that all persons associated with RUTLAND LEARNING TRUST or other persons who are performing services in connection with this agreement comply with this clause.

## Failure to comply with clause 3.8 may result in the immediate termination of this agreement.

# Fees

## GLAPTHORN shall pay RUTLAND LEARNING TRUST a monthly fee equivalent to 3.9% of the total school GAG exclusive of VAT and 10% (1/2 day per week) for additional leadership time provided by the Head teacher of Ketton CE Primary School. The amount shall be calculated and divided into a monthly payment of equal 1/112ths. This monthly fee shall be advised to GLAPTHORN on the Commencement Date and thereafter following the reviews of the Engagement referred to in clause 2.3 above. On the last working day of each month during the Engagement RUTLAND LEARNING TRUST shall submit to GLAPTHORN an invoice which gives details Services provided and the amount of the fee payable (plus VAT, if applicable) for the Services during that month.

## In consideration of the provision of the Services, GLAPTHORN shall pay each invoice submitted by RUTLAND LEARNING TRUST in accordance with clause 4.1, within 28 days of receipt.

## Payment in full or in part of the fees claimed under clause 4 or any expenses claimed under clause 5 shall be without prejudice to any claims or rights of GLAPTHORN against the Rutland Learning Trust in respect of the provision of the Services.

# Expenses

## GLAPTHORN shall reimburse all reasonable expenses properly and necessarily incurred by the Rutland Learning Trust in the course of the Engagement, subject to production of receipts or other appropriate evidence of payment.

## If the Rutland Learning Trust is required to travel abroad in the course of the Engagement, the RUTLAND LEARNING TRUST shall be responsible for any necessary insurances, inoculations and immigration requirements.

# Other activities

Nothing in this agreement shall prevent the Rutland Learning Trust from being engaged, concerned or having any financial interest in any Capacity in any other business, trade, profession or occupation during the Engagement provided that:

### Such activity does not cause a breach of any of RUTLAND LEARNING TRUST's obligations under this agreement;

# Confidential information and GLAPTHORN property

## The RUTLAND LEARNING TRUST acknowledges that in the course of the Engagement it will have access to Confidential Information. The RUTLAND LEARNING TRUST has therefore agreed to accept the restrictions in this clause 7.

## The RUTLAND LEARNING TRUST shall not either during the Engagement or at any time after the Termination Date, use or disclose to any third party (and shall use its best endeavours to prevent the publication and disclosure of) any Confidential Information. This restriction does not apply to:

### Any use or disclosure authorised by GLAPTHORN or required by law; or

### Any information which is already in, or comes into, the public domain otherwise than through the RUTLAND LEARNING TRUST's unauthorised disclosure.

## At any stage during the Engagement, the RUTLAND LEARNING TRUST will promptly on request return to GLAPTHORN all and any GLAPTHORN Property in its possession.

# Data protection

## The Rutland Learning Trust consents to GLAPTHORN holding and processing data relating to the Trust for legal, personnel, administrative and management purposes and in particular to the processing of any "sensitive personal data" (as defined in the Data Protection Act 1998) relating to the Rutland Learning Trust including, as appropriate.

## The RUTLAND LEARNING TRUST consents to GLAPTHORN making such information available to those who provide products or services to GLAPTHORN such as advisers, regulatory authorities, governmental or quasi-governmental organisations and potential purchasers of GLAPTHORN or any part of its business.

## The Rutland Learning Trust shall comply, with GLAPTHORN's data protection policy and relevant obligations under the Data Protection Act 1998 and associated codes of practice when processing personal data relating to any employee, pupil, governor, worker, customer, supplier or agent of GLAPTHORN.

# Intellectual property

## The RUTLAND LEARNING TRUST warrants to GLAPTHORN that it will, upon request, obtain from the Rutland Learning Trust a written and valid assignment of all existing and future Intellectual Property Rights in any Inventions and of all materials embodying such rights and that the Rutland Learning Trust has agreed to hold on trust for RUTLAND LEARNING TRUST any such rights in which the legal title has not passed (or will not pass) to RUTLAND LEARNING TRUST.

## The RUTLAND LEARNING TRUST hereby assigns to GLAPTHORN all existing and future Intellectual Property Rights in any Inventions and all materials embodying these rights to the fullest extent permitted by law. Insofar as they do not vest automatically by operation of law or under this agreement, the RUTLAND LEARNING TRUST holds legal title in these rights and inventions on trust for GLAPTHORN.

## The RUTLAND LEARNING TRUST undertakes to GLAPTHORN:

### To notify to GLAPTHORN in writing full details of all Inventions promptly on their creation;

### To keep confidential the details of any Inventions;

### Not to register nor attempt to register any of the Intellectual Property Rights in any Inventions, unless requested to do so by GLAPTHORN; and

### To do all acts necessary to confirm that absolute title in all Intellectual Property Rights in any Inventions has passed, or will pass, to GLAPTHORN,

## The RUTLAND LEARNING TRUST warrants that it has not given and will not give permission to any third party to use any of the Inventions.

# Termination

## Notwithstanding the provisions of clause 2.2, GLAPTHORN may terminate the Engagement with immediate effect without notice and without any liability to make any further payment to the RUTLAND LEARNING TRUST (other than in respect of amounts accrued before the Termination Date) if at any time:

### The Rutland Learning Trust commits any gross misconduct affecting the Business of GLAPTHORN;

### The Rutland Learning Trust commits any serious or repeated breach or non-observance of any of the provisions of this agreement or refuses or neglects to comply with any reasonable and lawful directions of GLAPTHORN;

### The Rutland Learning Trust is, in the reasonable opinion of the Board, negligent or incompetent in the performance of the Services;

### The Rutland Learning Trust is declared bankrupt or makes any arrangement with or for the benefit of his creditors or has a county court administration order made against him under the County Court Act 1984;

### The Rutland Learning Trust commits any fraud or dishonesty or acts in any manner which in the opinion of GLAPTHORN brings or is likely to bring the Rutland Learning Trust or GLAPTHORN into disrepute or is materially adverse to the interests of GLAPTHORN;

## The rights of GLAPTHORN under clause 10.1 are without prejudice to any other rights that it might have at law to terminate the Engagement or to accept any breach of this agreement on the part of the RUTLAND LEARNING TRUST as having brought the agreement to an end. Any delay by GLAPTHORN in exercising its rights to terminate shall not constitute a waiver of these rights.

# Obligations on termination

On the Termination Date the Rutland Learning Trust shall:

### Immediately deliver to GLAPTHORN all GLAPTHORN Property and original Confidential Information which is in its or his possession or under its or his control;

### Irretrievably delete any information relating to the Business of GLAPTHORN stored on any magnetic or optical disk or memory and all matter derived from such sources which is in its or his possession or under its or his control outside the premises of GLAPTHORN. For the avoidance of doubt, the contact details of business contacts made during the Engagement are regarded as Confidential Information, and as such, must be deleted from personal social or professional networking accounts; and

### Provide a signed statement that it or he has complied fully with its or his obligations under this clause 11, together with such evidence of compliance as GLAPTHORN may reasonably request.

# Status

## The relationship of the Rutland Learning Trust to GLAPTHORN will be that of independent contractor and nothing in this agreement shall render the Rutland Learning Trust) an employee, worker, agent or partner of GLAPTHORN and the RUTLAND LEARNING TRUST shall not hold itself out as such and shall procure that the Rutland Learning Trust shall not hold himself out as such.

## This agreement constitutes a contract for the provision of services and not a contract of employment and accordingly the RUTLAND LEARNING TRUST shall be fully responsible for and shall indemnify GLAPTHORN for and in respect of:

### Any income tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with either the performance of the Services or any payment or benefit received by the Rutland Learning Trust in respect of the Services, where such recovery is not prohibited by law. The RUTLAND LEARNING TRUST shall further indemnify GLAPTHORN against all reasonable costs, expenses and any penalty, fine or interest incurred or payable by GLAPTHORN in connection with or in consequence of any such liability, deduction, contribution, assessment or claim other than where the latter arise out of GLAPTHORN's negligence or wilful default;

### Any liability arising from any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by the Rutland Learning Trust or any Substitute against GLAPTHORN arising out of or in connection with the provision of the Services.

## GLAPTHORN may at its option satisfy such indemnity (in whole or in part) by way of deduction from payments due to the RUTLAND LEARNING TRUST.

## The RUTLAND LEARNING TRUST warrants that it is not nor will it prior to the cessation of this agreement, become a managed service company, within the meaning of section 61B of the Income Tax (Earnings and Pensions) Act 2003.

# Notices

## Any notice given to a party under or in connection with this contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case).

## Any notice shall be deemed to have been received:

### If delivered by hand, on signature of a delivery receipt;

### If sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second business day after posting;

## 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.

## A notice given under this agreement is not valid if sent by e-mail.

# Entire agreement

## 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.

## Each party acknowledges that in entering into this agreement it does not rely on, and 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.

## Nothing in this clause shall limit or exclude any liability for fraud.

# Variation

No variation of this agreement [or of any of the documents referred to in it] shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

# Counterparts

This agreement may be executed in any number of counterparts, each of which, when executed, shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

# Third party rights

## A person who is not a party to this agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

## 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.

# Governing law

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

# Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Appendix 1.

**Regular school improvement visits to provide professional challenge, scrutiny, coaching and support by:**

* Acting as a critical professional friend to the school, helping the leadership to evaluate their performance, identify priorities for improvement and plan effective change.
* Helping build the school’s capacity to improve pupils' achievement.
* Providing challenge and support for the senior leadership team in the school.
* Providing information to the Governing Body on the school’s performance and development.
* Advising the Governing Body on the head teacher’s performance management.
* Providing specialist school improvement support e.g. curriculum, assessment, inclusion, EYFS, pedagogy, monitoring and evaluation.
* Providing targeted school to school support – NLE, NSS, SLE, Primary Director of CPD, SEND, lead practitioner/teacher deployment.
* Fortnightly visit from NLE or an experienced NSS head teacher to offer support and assist with any school specific needs.
* A personal leadership mentor/ Leading Headteacher support -
½ day per week provided by the Headteacher of Ketton CE Primary School.
* Up to 15 days Executive Leadership support for quality assurance and school improvement activities.
* Weekly head teacher meetings/briefing.
* A personal, fully qualified, GALLUP Strengths Coach – to support the Head teacher and leadership team in realising their potential.

**Financial Services**Work with the Academy/School to ensure full compliance with legislation, to include:

* School financial management and support service tailored to the bespoke needs of the school
* Support with budget setting and medium term planning
* Termly support visits and attendance at LGB meetings as required
* Quality assurance of systems and processes

**Legal Support**

* A limited number of hours of legal support
* Governor Training and Induction

**The Rutland Teaching School Alliance**The Rutland Learning Trust is a key strategic partner in the Rutland Teaching School Alliance organising a suite of bespoke training opportunities for teachers and support staff.

* Reduced price training
* Lead Practitioner support
* Primary Director of CPD support
* Support for school based CPD needs – bespoke training opportunities in school and across the Trust.

**Management of central services and group procurement**

* Our schools benefit from greater efficiency through group procurement for common expenditure.

**Facilities Management - Health, Safety and Well-being Services.**

* Lead Premises Officer – Facilities Manager support
* Comprehensive health and safety support for our academies on building related issues such as asbestos, fire, legionella, statutory inspections, contractors, electrical testing
* Full health and safety audit programme, including written risk assessment reports with action plans and follow up.

 **Services not covered in this agreement**
* Audits and Accountancy
* Payroll and Personnel Services (HR)
* LGPS actuarial (valuation)
* Legal Support (beyond limited hours)

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| Executed as a deed by GLAPTHORN Church of England Primary School acting by [NAME OF GOVERNOR] in the presence of:.......................................[SIGNATURE OF WITNESS]NAMEADDRESS OCCUPATION  | .......................................[SIGNATURE OF GOVERNOR]Governor  |
| Executed as a deed by RUTLAND LEARNING Trust acting by [NAME OF TRUSTEE] in the presence of:.......................................[SIGNATURE OF WITNESS]NAMEADDRESS OCCUPATION  | .......................................[SIGNATURE OF TRUSTEE]Governor  |