



# SCHOOL OF EDUCATION

2025-2026

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## UNIVERSITY LED PGCE SECONDARY PARTNERSHIP AGREEMENT

AGREEMENT IN RELATION TO THE OPERATION OF THE UNIVERSITY OF LEICESTER  
POSTGRADUATE AND PROFESSIONAL GRADUATE CERTIFICATES IN EDUCATION (SECONDARY)  
PARTNERSHIP 2025-2026

This Agreement is reviewed and approved annually by the PGCE Partnership Management Group. . Further information can be found in the following places:

- Mentoring Handbook
- PGCE Course Handbook
- School Experience website <https://pgce-school-experience.le.ac.uk/>
- University of Leicester website [A Leading UK University | University of Leicester](#)

BETWEEN:

(1) **The University of Leicester** School of Education, Floor 3, Attenborough Tower, University Road, Leicester LE1 7RH (“the University”); and

(2) **XXX** of [ ] (“the Partner School”)

each “a party” and together “the parties”

## 1. Background

- 1.1 The parties have agreed to work together to deliver the Postgraduate and Professional Graduate Certificates in Education (PGCE) (Secondary) course for the academic year 2025-26.
- 1.2 The University provides initial teacher education courses leading to a postgraduate award from the University, and the Partner School works in partnership with the University to deliver the professional practice elements of the course.
- 1.3 The parties have entered into this Agreement in order to define the terms on which the course will be delivered and, in particular, how academic standards will be maintained.

## 2. Interpretation

- 2.1 In this Agreement the following words and expressions have the following meanings, unless the context otherwise requires:

“Academic Year”	the academic year beginning on 1 <sup>st</sup> September 2025 and ending on 3 <sup>rd</sup> July 2026
“General Mentor/ Mentor”	the mentor appointed for each Trainee during their Practice placement pursuant to clause 4.5;
“Confidential Information”	all secret or confidential commercial, financial and technical information, know-how, trade secrets, inventions, computer software and any other information in any form or medium, whether disclosed orally or in writing, together with all reproductions in any form or medium, and any part(s) of it;
“Course”	the University’s Postgraduate and Professional Graduate Certificates in Education (PGCE) (Secondary) course;

“Course Documentation”	the course specification, course handbook, timetables, guidance and other documentation relating to the course as produced by the University and updated from time to time;
“Data Protection Legislation”	the Data Protection Act 2018 and the UK General Data Protection Regulation;
“DfE”	Department for Education;
“External Examiners”	External moderators from ITE providers at other HEIs
“Force Majeure”	any event outside the reasonable control of either party affecting its ability to perform any of its obligations (other than payment) under this Agreement;
“Intellectual Property”	all inventions, patents, trademarks, registered designs and any pending applications for any of the foregoing, unregistered design rights arising at common law, design rights, copyrights (including future copyrights), database rights, know-how, trade secrets, Confidential Information and any other intellectual property rights;
“Intensive training and practice”	a required element of the programme structure which relates to time spent in school with a focus on a particular area of pedagogy as outlined by the university (see further information in section 4)
“ITE”	Initial teacher education (encompassing school and University-based elements of ITT);
“ITE Coordinator”	the coordinator appointed by the Partner School pursuant to clause 4.4;
“ITT Criteria”	the statutory guidance issued by the DfE in 2023 (Initial teacher training (ITT): criteria and supporting advice), as updated from time to time;
“Lead Mentor”	A University colleague who oversees the mentoring of up to 25 trainees and take responsibility for aspects of QA and Mentor Training <a href="https://publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/1154440/Initial_Teacher_Training_ITT_Reform_Funding_Guidance.pdf">Initial Teacher Training (ITT) Reform Funding Guidance (publishing.service.gov.uk)</a>
“Mentor Training”	Any training, undertaken by general mentors, deemed by the University to fall under the requirement for training for General Mentors
“Moderation”	Internal moderation: Periodic Development Enhancement Review; trainee surveys; partnership surveys; trainee voice committees

	External moderation: External examiners; Ofsted
“Ofsted”	the Office for Standards in Education, Children’s Services and Skills;
“Practice placement”	a period of professional practice at the Partner School undertaken by a Trainee as part of the Course;
“Partnership Management Group”	the group of individuals representing the interests of the schools working with the University to provide ITE;
“Personal Tutor”	the tutor appointed by the University for each Trainee pursuant to clause 6.6;
“Programme/ Course Leader”	University tutor responsible for the overall running of the PGCE course
“QTS”	qualified teacher status;
“Regulations”	the University’s general, academic and quality assurance regulations and procedures from time to time in force;
“Trainee”	a trainee registered on the Course;
Teachers’ Standards”	the minimum level of practice expected for the award of QTS as set out by the DfE in 2011 (Teachers’ Standards: Guidance for school leaders, school staff and governing bodies), as updated from time to time;
“Tuition Fees”	the fee for a Course payable to the University by a Trainee Teacher;
“Subject Tutor”	University Tutor responsible for the subject specialism sessions
“School of Education Administrator”	the administrator appointed by the University pursuant to clause 6.7.
“School Experience Website”	Open access website containing all of the information for trainees, lead and general mentors and ITE coordinators relating to teaching practicums

- 2.2 The headings in this Agreement are for convenience only and do not affect its interpretation.
- 2.3 References to clauses or schedules are references to clauses or schedules of this Agreement.
- 2.4 References to any statutory or other legislative provision shall be interpreted as a reference to that provision from time to time amended, extended or re-enacted.
- 2.5 References to any governmental or regulatory body shall be interpreted as a reference to that body howsoever named or any successor body which takes over its functions.

- 2.6 Words expressed in any gender shall include any other gender, and words expressed in the singular shall include the plural (and vice versa).

### 3. **Structure of the Course**

- 3.1 The Course will be delivered jointly by the parties in accordance with the terms of this Agreement, the ITT Criteria and any guidance issued from time to time by the DfE.
- 3.2 The University is responsible for marketing the Course, recruiting and registering Trainee Teachers as students of the University, and for all of the academic aspects of the Course pertaining to the award of PGCE
- 3.3 The Partner School is responsible for providing Practice Placements for Trainee Teachers in order to deliver the required professional training elements of the Course.
- 3.4 As the degree-awarding institution the University has overall responsibility for the quality of learning opportunities provided to Trainee Teachers and for the academic standards of its awards.

### 4. **Responsibilities of the Partner School**

- 4.1 The Partner School shall comply with and uphold the ITT Criteria and any other similar laws, codes, guides, guidance or criteria relating to ITE providers in force from time to time.
- 4.2 The Partner School shall provide Practice Placements for Trainee Teachers as agreed between the School of Education Administrator and the ITE Coordinator. The Practice Placements will take place in two phases: phase A, 14<sup>th</sup> October 2025 to 20<sup>th</sup> December 2025 and phase B, 10<sup>th</sup> February 2026 to 26<sup>th</sup> June 2026 (commencing on 16<sup>th</sup> February if 10<sup>th</sup> February falls in your half-term break).
- 4.3 The Partner School shall promptly notify the School of Education Administrator of any changes in the school's circumstances that might affect its ability to meet the expectations set out in this Agreement or which might have a serious impact on a Trainee Teacher's Practice Placement, for example if the Partner School is judged by Ofsted to have serious weaknesses or to require special measures or if concerns are raised about the Partner School by any governmental or regulatory body.
- 4.4 The Partner School shall nominate a suitably qualified [member of the senior leadership team] to be the ITE Coordinator in the Partner School. The ITE Coordinator will be responsible for co-ordinating all aspects of ITE within the school, overseeing all Trainee Teachers placed in the school and supporting Mentors in their role.
- 4.5 The Partner School shall nominate an appropriate, experienced, qualified teacher with a minimum of two years' teaching experience (except in exceptional circumstances and in discussion with the University) acceptable to the University who will undertake the role of mentor for each Trainee Teacher during their Practice Placement. The role will include observations, monitoring of the Trainee Teacher's progress and discussions with the Subject Tutor.
- 4.6 The Partner School is responsible for ensuring that the quality of the learning opportunities provided to Trainee Teachers is appropriate and that academic mentoring and learning standards meet the ITT Criteria. The Partner School shall:
- 4.6.1 comply at all times with the ITT Criteria and the Course Documentation;

- 4.6.2 recognise a whole-school commitment to the ITE partnership;
- 4.6.3 provide appropriate induction to Trainee Teachers prior to each Practice Placement;
- 4.6.4 facilitate a programme of work by each Trainee Teacher;
- 4.6.5 provide professional opportunities to ensure Trainee Teachers have the opportunity to meet the requirements of QTS and achieve their award;
- 4.6.6 ensure that Trainee Teachers are not expected to exceed the recommended maximum hours of contact teaching time as set out in the ITT Criteria, and that Trainee Teachers receive appropriate academic and pastoral support during their Practice Placements; this time should be protected and included on a trainees teaching timetable
- 4.6.7 monitor the progress of Trainee Teachers and take all reasonable steps to assist them to achieve the learning outcomes for the Course, to make progress against the Teachers' Standards and to achieve QTS;
- 4.6.8 provide suitable teaching and learning facilities for the delivery of the training;
- 4.6.9 ensure that staff engaged in the delivery or support of the training are suitably qualified and possess appropriate skills and experience;
- 4.6.10 provide each Mentor and ITE Coordinator with adequate resources (in particular time) to adequately perform their roles, as set out in the Practice Placement handbook (see clause 6.13.2);
- 4.6.11 release ITE Coordinators and Mentors to enable them to participate in training sessions provided by the University;
- 4.6.12 ensure that the relevant Mentor and ITE Coordinator undertake formal and regular observation of each Trainee Teacher and provide written and verbal feedback, support for the Trainee Teacher's professional development through weekly review meetings and submit interim and summative assessment reports to the University as appropriate. At least one observation should be a joint one by the mentor and ITT coordinator
- 4.6.13 provide [Trainee Teachers with] appropriate secure access to school teaching and data management systems (including pupil performance and educational needs data);
- 4.6.14 allow Trainee Teachers to gather evidence in support of their academic and professional assessments within the parameters of the University's research ethics framework, which can be found at <https://le.ac.uk/research/regi/ethics-and-integrity>. All evidence to be gathered will be agreed by the school, stored securely, safely destroyed after use and reported with the anonymity of the sources preserved;
- 4.6.15 allow the University's authorised representatives to carry out quality assurance visits to the Partner School as and when the University reasonably requests, and provide suitable facilities for University staff to meet with Trainee Teachers and school staff;
- 4.6.16 facilitate the attendance of relevant Partner School staff at University meetings and training events as required;
- 4.6.17 provide the University with evidence of the quality of the training being delivered (school and Trainee Teacher evaluations).

- 4.7 The Partner School is responsible for monitoring the quality of each Practice Placement and for taking appropriate action to ensure that Trainee Teachers are given every opportunity to successfully complete the professional practice elements of the Course. The Partner School shall ensure that effective mechanisms are in place to support Practice Placements and to resolve any difficulties.
- 4.8 The Partner School shall work with the University to resolve any complaints raised by Trainee Teachers about a Practice Placement, in accordance with clause 6.10 below.
- 4.9 The Partner School shall monitor each Trainee Teacher's progress on the Practice Placement and shall notify the University if it has any concerns about a Trainee Teacher's conduct or behaviour or if a Trainee Teacher withdraws from the Practice Placement. The Partner School shall work with the University to take action where concerns are raised about a Trainee Teacher's conduct or fitness to practise, in accordance with clause 6.11 below.
- 4.10 The Partner School shall work with the University in carrying out the assessment of Trainee Teachers, in accordance with the terms of clause 6.9 below.
- 4.11 The Partner School is responsible for ensuring that it provides a safe and professional work environment for Trainee Teachers in compliance with the Health and Safety at Work Act 1974, including having in place:
- 4.11.1 a health and safety policy covering all areas of the school's work;
  - 4.11.2 a policy on health and safety training (including induction training) for anyone working in the school;
  - 4.11.3 appropriate insurance cover including employer and public liability insurance;
  - 4.11.4 risk assessment procedures that are regularly reviewed to enable effective identification and management of risk;
  - 4.11.5 a formal procedure for reporting and recording accidents and incidents in accordance with relevant health and safety legislation;
  - 4.11.6 emergency procedures setting out the steps to be taken in the event of serious and imminent danger to people present and/or working in the school.
- 4.12 The Partner School is responsible for ensuring that it:
- 4.12.1 reports to the University's Head of PGCE Secondary any incidents or issues that may have an impact on a Trainee Teacher's performance or progress on the Course, for example any sickness which may be attributable to the Trainee Teacher's work in the school, any accident that limits his or her capacity to engage fully in the Practice Placement or any issue(s) affecting his or her overall wellbeing;
  - 4.12.2 complies with the Equality Act 2010 and in particular the duty to make reasonable adjustments for disabled Trainee Teachers in relation to the delivery of training. Schools should also take necessary action in line with their own policies;
  - 4.12.3 participates fully in any Ofsted inspection of the Course.
- 4.13 The Partner School shall keep such records relating to the Course and this Agreement as notified by the University from time to time, or as required by any relevant regulatory body, and will allow access by the University or those auditing University processes to such records for academic or quality audit purposes.

## 5. **Intensive Training and Practice**

5.1 The Partner School will provide the trainee with the opportunity to complete the ITP requirements in the Autumn term, as directed in the ITP guidance provided for;

- Phase A – 8<sup>th</sup> October
- Phase B – 12<sup>th</sup>/ 13<sup>th</sup> February

## 6. **Responsibilities of the University**

6.1 The University shall retain overall responsibility for the academic quality of the Course and for the learning opportunities provided to Trainee Teachers. The University's Academic Board has ultimate authority for all academic matters relating to the Course.

6.2 The University shall produce the Course Documentation which it may modify from time to time in accordance with its internal academic processes. The University will provide reference copies of the Course Documentation and the Regulations to the Partner School at the start of each Academic Year.

6.3 The University will be responsible for quality assuring the assessment of each Trainee Teacher's development as specified in the Course Documentation and the Regulations.

6.4 The University shall establish a Partnership Management Group which shall be responsible for oversight of the partnership. The membership of the Group shall include a representative of the Partner School and the University tutors teaching on the Course.

6.5 The University shall nominate a Programme Leader who will be responsible for the day-to-day management of the Course and for communication with the Partner School.

6.6 The University shall nominate a Subject Tutor for each Trainee Teacher who will be responsible for supporting and overseeing the Trainee Teacher's progression, conducting University-based tutorials and attending and reporting to meetings of the University's PGCE Secondary Board of Examiners.

6.7 The University shall nominate a School of Education Administrator who will be responsible for providing support to the Partner School in the operation of this Agreement.

6.8 The University shall carry out Disclosure and Barring Service (DBS) and Prohibition List checks on Trainee Teachers in accordance with relevant statutory guidance and shall provide confirmation, via email, to the Partner School that such checks have been carried out. While schools can request to see a DBS certificate from a trainee, under GDPR the University is not able to share the certificate with the school.

6.9 The University shall be responsible for all academic matters relating to the Course in accordance with the Regulations, including the appointment of external examiners. Trainee Teachers will be subject to the University's assessment regulations, including the procedures relating to academic appeals and academic misconduct. The University's PGCE Secondary Board of Examiners shall have the final decision on all matters relating to the assessment of Trainee Teachers, including the recommendation of QTS.

6.10 The University shall work with the Partner School to resolve any complaints raised by Trainee Teachers about the Practice Placement. The complaint shall be dealt with in the first instance by the Partner School in accordance with its procedures, following which the Trainee Teacher may bring a complaint under the University's Trainee complaints procedure.



- 6.11 The oversight of safeguarding and fitness to practise issues are the responsibility of the University Fitness to Practise Panel, which includes a Partner School representative. If there are any concerns about the safety or learning needs of children at the Partner School the University will take appropriate action in agreement with the head teacher of the Partner School.
- 6.12 The University shall work with the Partner School to take action where concerns are raised about a Trainee Teacher's conduct or fitness to practise. Trainee Teachers will be subject to the University's Trainee disciplinary and fitness to practise procedures in addition to the relevant professional and employment procedures of the Partner School.
- 6.13 The University shall support the Partner School in the setting and maintaining of standards and quality in relation to its delivery of the training, and shall provide reasonable assistance to the Partner School including:
- 6.13.1 access for school staff to online University resources including the school experience website;
  - 6.13.2 comprehensive information available on the school experience website for common use by ITE Coordinators, Mentors and Trainee Teachers to support Practice Placements;
  - 6.13.3 moderation of the assessment of practical teaching;
  - 6.13.4 carrying out at least one quality assurance visit during each Practice Placement undertaken by a Trainee Teacher;
  - 6.13.5 Mentor training for Mentors prior to each Practice Placement that will take place either at the University or remotely;
  - 6.13.6 training for ITE Coordinators in support of their role;
  - 6.13.7 meetings to support the work of ITE Coordinators and Mentors;
  - 6.13.8 other staff development opportunities for school staff.
- 6.14 If at any time the University believes that the quality of the training provided by the Partner School is in question, it may carry out a formal review in accordance with the Regulations. The Partner School will co-operate fully with the University in any review process, and will comply with any requirements imposed by the University as a result of the review.

## 7. **Financial arrangements**

- 7.1 The University will pay a fee to the Partner School of [£563] for each Practice Placement undertaken by a trainee teacher at the Partner School during the Academic Year 2025-26. Where the Partner School provides part only of a Practice Placement, the fee paid to the Partner School by the University will be calculated on a pro-rata basis
- 7.2 All General Mentors who complete the required amount of training hours as stipulated by the DfE, are eligible to apply for DfE funding [General mentor training Conditions of grant \(publishing.service.gov.uk\)](https://publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/672222/General_mentor_training_Conditions_of_grant.pdf)

Further information on this can be found through the link above, including the amount a school can claim, and the timeframe.

If you would like additional information about the payments email: [ittmentor.funding@education.gov.uk](mailto:ittmentor.funding@education.gov.uk)

## 8. **Ownership of Course materials and Intellectual Property**

- 8.1 Unless the parties otherwise agree in writing, any materials relating to a Course, and any Intellectual Property rights in such materials, whether in existence at the date of this Agreement or created during the course of it, shall belong to the party creating them, and if created jointly shall belong to the University, which shall grant to the Partner School a non-exclusive licence to use the materials in connection with this Agreement.
- 8.2 If the Partner School becomes aware of any potential infringement of the University's name, logo or Intellectual Property rights, or becomes aware of any allegation that any of the University's materials infringe the rights of a third party, the Partner School shall immediately inform the University. The Partner School shall not settle or compromise any claims arising out of any such potential infringement or allegation. The University shall have the right to conduct any proceedings relating to its rights under this clause at its own expense. The Partner School will provide the University with such reasonable assistance as the University may request in connection with any action the University takes under this clause.
- 8.3 During the continuation of this Agreement the Partner School shall use the University of Leicester partnership logo and link to the University website (School of Education webpages) to promote their involvement in ITE and their association with the University, in accordance with the following terms:
- 8.3.1 the Partner School continues to meet the expectations set out in this Agreement;
- 8.3.2 the partnership logo is used in compliance with the University's Corporate Identity Guidelines, which are attached
- 8.3.3 the partnership logo is not used in a way that implies University endorsement of any commercial activity, publication, event or opinion.

## 9. **Confidentiality**

- 9.1 Each party shall keep and procure to be kept strictly confidential all Confidential Information received or obtained as a result of entering into or performing this Agreement, and shall use such Confidential Information only for the purposes of this Agreement.
- 9.2 Either party may disclose information which would otherwise be Confidential Information if and to the extent:
- 9.2.1 required by law or by any relevant regulatory body;
- 9.2.2 disclosed on a strictly confidential basis to the professional advisers, auditors and bankers of that party;
- 9.2.3 the information has come into the public domain through no fault of that party; or
- 9.2.4 the other party has given prior written approval of the disclosure.

## 10. **Data Protection**

- 10.1 Each party shall comply with the Data Protection Legislation in carrying out its obligations in connection with this Agreement and in particular:
  - 10.1.1 shall ensure that appropriate technical and organisational measures are taken against unauthorised or unlawful processing of personal data and against loss or destruction of, or damage to, personal data processed under this Agreement;
  - 10.1.2 shall adopt and maintain a written security policy in relation to personal data processed by it and shall procure that all of its employees are aware of and abide by all of its provisions.
- 10.2 Each party shall ensure that all personal data shared under the terms of this Agreement is kept secure and protected against unauthorised access, use or disclosure. If the Partner School becomes aware of any potential data breach of security which involves data supplied by the University, this must be raised with the University immediately.
- 10.3 The Trainee Teacher personal data provided by the University to the Partner School shall only be used for the purposes set out in this Agreement. Trainee Teacher personal data shall not be passed to any third party by the Partner School unless permitted under the Data Protection Legislation. The Partner School should ensure that a Trainee Teacher's personal data is destroyed securely after the Practice Placement ends.
- 10.4 The parties agree to cooperate and do all that is necessary to ensure respect for and give effect to the rights of data subjects under the Data Protection Legislation.

## 11. **Freedom of Information**

- 11.1 The Partner School acknowledges that the University is subject to the requirements of the Freedom of Information Act 2000 (FOIA) and the Environmental Information Regulations 2004 (EIR) and shall assist and co-operate with the University (at the Partner School's expense) to enable the University to comply with these information disclosure requirements.
- 11.2 Where a request for information under the FOIA and/or the EIR submitted to the University concerns information held by the Partner School on behalf the University, the Partner School shall provide the University with a copy of all the information requested in its possession or power in the form that the University requires within five working days of the University requesting the information (or such other period as the University may specify).
- 11.3 The Partner School further acknowledges that the University may be required to disclose information concerning the Partner School and/or this Agreement in discharging its obligations under the FOIA and/or the EIR. The University, having used best endeavours to consult the Partner School and having considered the Partner School's views, shall be responsible for determining at its absolute discretion, whether the information should be disclosed under the FOIA and/or the EIR or whether an exemption from disclosure applies.

## 12. **Anti-Bribery**

- 12.1 The Partner School shall:
  - 12.1.1 comply with all Relevant Requirements;

- 12.1.2 not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act;
- 12.1.3 have and shall maintain in place throughout the term of this Agreement its own policies and procedures, including Adequate Procedures to ensure compliance with the Relevant Requirements and this clause 12, and will enforce them where appropriate;
- 12.1.4 procure and ensure that all Associated Persons of the Partner School and/or other persons who are performing services and/or providing goods in connection with this Agreement comply with the Relevant Requirements;
- 12.2 Without prejudice to any other rights or remedies the University may terminate this Agreement on written notice to the Partner School specifying the date on which this Agreement will terminate in the event of a breach of this clause 12. Breach of this clause 12 shall be deemed to be a breach which is not capable of remedy.
- 12.3 For the purpose of this clause 12, the following terms have the meaning set out next to them:
- “Adequate Procedures” shall be determined in accordance with section 7(2) of the Bribery Act (and any guidance issued under section 9 of that Act).
- “Associated Person” shall have the meaning ascribed to it in section 8 of the Bribery Act and shall include but is not limited to any employees, agents, contractors and/or subcontractors of the Partner School.
- “Bribery Act” shall mean the Bribery Act 2010 (and any amendment thereto).
- “Relevant Requirements” shall mean all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act.
13. **Anti-Slavery**
- 13.1 In performing its obligations under this Agreement, the Partner School shall:
- 13.1.1 not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4 of the Modern Slavery Act 2015;
- 13.1.2 comply with the University’s Anti-Slavery Policy and any other policy or code introduced by the University which has been brought to the Partner School’s attention, as updated from time to time, and maintain throughout the term of this Agreement its own policies and procedures to ensure its compliance with anti-slavery legislation.
- 13.2 The Partner School represents and warrants that neither the Partner School nor any of its officers, employees or other persons associated with it:
- 13.2.1 has been convicted of any offence involving slavery or human trafficking; or
- 13.2.2 to the best of its knowledge, has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with slavery or human trafficking.

- 13.3 The Partner School shall prepare and deliver to the University, by 31 December in each year, an annual slavery and human trafficking report setting out the steps it has taken to ensure that slavery and human trafficking is not taking part in any of its supply chains or in any part of its business.

#### 14. **Prevent**

- 14.1 The Partner School acknowledges that the University is subject to the Counter Terrorism and Security Act 2015 (the Prevent Duty) which requires it to act to deal with the present and growing threat of terrorism within the UK, treat security with the utmost importance and recognise the need to tackle terrorism and, where possible, to prevent individuals including Trainees from being drawn into terrorism.
- 14.2 Where the University has any concerns about a Trainee Teacher, or becomes aware of any other matters which may require it to take action in accordance with the Prevent Duty, it shall notify the Partner School, and the Partner School shall at the request of the University provide the University with a copy of all relevant information which is available to it in the form the University requires and shall provide all necessary assistance requested by the University to report and/or take such action.
- 14.3 The University shall be responsible for determining in its absolute discretion what action it needs to take and the Partner School acknowledges that the University may be obliged under the Prevent Duty to disclose such information following consultation with the Partner School and having taken its views into account.

#### 15. **Regulatory requirements**

- 15.1 Each party shall ensure that it complies with all local legislation and/or other regulatory requirements relevant to this Agreement, and in particular that all necessary or advisable governmental, regulatory or other approvals or consents (whether required at the time this Agreement was entered into or from a later date) are secured and maintained for the duration of this Agreement.
- 15.2 The parties will comply with any requirements or guidance relevant to this Agreement issued by the DfE, the Office for Trainees, the Quality Assurance Agency, Ofsted or any other regulatory body.
- 15.3 The Partner School shall co-operate with any audit or monitoring visit carried out by any relevant regulatory body and shall provide such body with any information it reasonably requests as part of such audit or monitoring visit.

#### 16. **Duration and termination of this Agreement**

- 16.1 This Agreement shall commence on the date it is made and shall continue in force until the last day of the Academic Year unless terminated earlier in accordance with its terms or by operation of law.
- 16.2 The University may terminate this Agreement at any time by giving notice to the Partner School if:
- 16.2.1 the University reasonably considers that the Partner School is not providing adequate training to Trainee Teachers as required by the terms of this Agreement;
- 16.2.2 the University reasonably considers that the Partner School is no longer an appropriate place for Trainee Teachers to be trained (for example, without limitation, if the Partner School is placed in Special Measures in any Ofsted inspection);
- 16.2.3 the University reasonably considers that continuance of the Agreement is likely to result in the suspension or withdrawal of accreditation of the Course or of the University as an ITE provider; or

- 16.2.4 the University reasonably considers that the Partner School has fallen into disrepute or is likely to cause the reputation of the University or of its ITE courses to fall into disrepute.
- 16.3 Either party may terminate this Agreement by giving one month's notice to the other party if the other party commits a material breach (which may consist of a series of minor breaches) of the terms of this Agreement which (if capable of remedy) it fails to remedy within 14 working days of receipt of a notice requiring such breach to be remedied.
- 16.4 Where this Agreement has been terminated in accordance with clause 16.2 or 16.3 each party shall take all reasonable steps to ensure that Trainee Teachers are able to complete the Course.
- 16.5 Other than as set out in clause 16.4, on termination of this Agreement for whatever reason:
- 16.5.1 each party shall cease using the name and/or logo of the other;
- 16.5.2 unless agreed otherwise in writing, each party shall return at its expense any documents and other materials relating to the Course which belong to the other party.
- 16.6 Termination of this Agreement will be without prejudice to any obligations or rights of either party which may have accrued before termination and will not affect any provision of this Agreement which is expressly or by implication intended to come into effect on, or to continue in effect after, such termination.
- 17. Force Majeure**
- 17.1 If either party is affected by Force Majeure it shall immediately provide the other party with details in writing and shall keep the other party fully informed of the continuance of the Force Majeure and of any change in circumstances.
- 17.2 If the Force Majeure continues for longer than three months either party may at any time, whilst such Force Majeure continues, terminate this Agreement by notice in writing.
- 17.3 Save as provided for in this clause Force Majeure shall not entitle either party to terminate this Agreement and neither party shall be in breach of this Agreement, nor otherwise liable to the other, by reason of any delay in performance, or non-performance of any of its obligations due to Force Majeure.
- 18. Disputes, law and jurisdiction**
- 18.1 This Agreement and all disputes or claims arising out of it or its subject matter or formation (including non-contractual disputes and claims) shall be governed by and construed in accordance with the laws of England and Wales.
- 18.2 The parties shall attempt to resolve in good faith any dispute arising between them out of the operation of this Agreement.
- 18.3 If a dispute (other than in regard to the assessment of a Trainee Teacher) cannot be resolved informally it shall be referred to an adjudication panel set up by the Secondary Partnership Management Group. The panel shall comprise a representative from each of the parties, together with an independent expert appointed by the Secondary Partnership Management Group. The findings of the panel will be subject to the confirmation of the University's PGCE Secondary Board of Examiners. The panel shall act as an expert and not an arbitrator.

18.4 Nothing in this clause 18 is intended to or shall operate to preclude either party from submitting any dispute or claim arising out of the operation of this Agreement to the courts of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.

## 19. **Indemnity, exclusion of liability and insurance**

19.1 Subject to clause 19.2, each party agrees to indemnify the other against all actions, claims, proceedings, costs, expenses, loss or damage of whatsoever kind (including legal fees) sustained by that party in respect of or arising out of any breach of the other party's obligations under this Agreement.

19.2 Neither party shall be liable to the other for any Consequential Loss (whether arising from breach of this Agreement or otherwise). Consequential Loss means pure economic loss, loss of profit, loss of business and like loss, whether direct or indirect.

19.3 Nothing in this clause shall operate so as to exclude:

19.3.1 each party's non-excludable liability in respect of death or personal injury caused by its negligence or the negligence of its servants or agents;

19.3.2 the application of section 12 of the Sale of Goods Act 1979; or

19.3.3 liability for fraudulent misrepresentation.

19.4 Each party agrees to maintain appropriate insurance to cover its liabilities under this Agreement and to provide evidence of such insurance and the premiums paid when requested to do so by the other party.

## 20. **General provisions**

20.1 This Agreement constitutes the entire agreement between the parties in relation to its subject matter and supersedes all prior agreements, understandings or discussions between the parties in relation thereto.

20.2 No variation to this Agreement shall be effective unless in writing and signed by both parties.

20.3 No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

20.4 Any notice in connection with this Agreement shall be in writing and may be delivered by hand, by pre-paid first-class post or by email (except that the University will not accept service of court proceedings by email) addressed to the recipient at the address or email address indicated below (or such other address as may be notified by either party for the purpose of serving notices). The notice shall be deemed to have been duly served: if delivered by hand, when left at the proper address for service; if sent by pre-paid first-class post, 5 days after being posted; or if sent by email, at the time of transmission provided that a confirming copy is sent by pre-paid post to the other party within 24 hours after transmission. If notice is deemed to have been given on a day that is not a normal business day of the recipient, it shall be deemed to have been given on the next normal business day. The address and email addresses for the parties are as follows:

for the University: Head of the School of Education, School of Education, University of Leicester,  
University Road, Leicester LE1 7RH; email [hodeducation@leicester.ac.uk](mailto:hodeducation@leicester.ac.uk)

for the Partner School: *[name of head teacher, name of school, address of school, email address]*

- 20.5 The provisions of this Agreement are severable and distinct from one another, and if at any time any provision is or becomes invalid, illegal or unenforceable, the validity, legality or enforceability of the other provisions shall not in any way be affected or impaired.
- 20.6 This Agreement may be executed by each party on separate counterparts.
- 20.7 For the avoidance of doubt, nothing in this Agreement shall confer on any third party any benefit or the right to enforce any provision of this Agreement.
- 20.8 Nothing in this Agreement shall create or be deemed to create a partnership, joint venture or relationship of principal and agent between the parties, or authorise either party to make or enter into any commitments for or on behalf of the other.
- 20.9 Other than as expressly set out in this Agreement, the parties shall not assign, transfer or sub-contract any of their rights and responsibilities under this Agreement without the express agreement of the other party.

This Agreement is signed by duly authorised representatives as below:

Signed for and on behalf of

**THE UNIVERSITY OF LEICESTER**

by Jenny Bosworth – Director of ITE



Signed for and on behalf of

[XX]

by [ ]

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