

Nudge Education Framework Agreement

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Operated by: Nudge Education Ltd · **Version:** Sept 2025+ · **Owner:** Director of Operations

Nudge Education Limited

Framework Services Agreement

For all interventions from 1st September 2025 Dated 1st August 2025

Parties

(1) Nudge Education Ltd incorporated and registered in England and Wales with company number 10192753 whose registered office is at 1-2 Amethyst Rd

(2) Newcastle Upon Tyne NE4 7YL (NEL);

and;

(2) the 'Commissioner'

Background

(A) NEL is in the business of providing the Available Services.

(B) The Commissioner wishes to obtain and NEL wishes to provide the Available Services on the terms set out in this Agreement.

It is agreed

1. Interpretation

1.1 The following definitions and rules of interpretation apply in this

Agreement:

Applicable Data Protection means:

Laws a) To the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of personal data.

b) To the extent the EU GDPR applies, the law of the European Union or any member state of the European Union to which NEL is subject, which relates to the protection of personal data.

Applicable Laws all applicable laws, statutes, regulation and codes from time to time in force.

Available Services the services as set out in Schedule 1.

Business Day a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Business Hours the period from 8.30 am to 4.30 pm on any Business Day.

Change of Intervention has the meaning given in clause 7.1.

Control has the meaning given in section 1124 of the Corporation Tax Act 2010 and controls, controlled and the expression change of control shall be construed accordingly.

Commissioner Materials all documents, information, items and materials in any form, whether owned by the Commissioner or a third party, which are provided by the Commissioner to NEL in connection with the Works, including the items provided pursuant to clause 5.1.4.

Commissioner Personal any personal data which NEL processes in Data connection with this Agreement, in the capacity of a processor on behalf of the Commissioner.

Deliverables any output of the Works to be provided by NEL to the Commissioner as specified in an Intervention Plan.

EU GDPR means the General Data Protection Regulation ((EU) 2016/679), as it has effect in EU law.

Intellectual Property patents, utility models, rights to inventions, Rights copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in

computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) 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.

Intervention has the meaning given to it in the section named "Services" in Schedule 1.

Intervention Charges the sums payable for the Works as set out in an Intervention Plan.

Standard Charges the standard charges for the Available Services or the framework for calculating them as set out in Schedule 3.

Intervention Plan a detailed plan, agreed in accordance with clause 3, describing the services to be provided by NEL for an Intervention, the timetable for their performance and the

related matters listed in the template

Intervention Plan set out in Schedule 2.

Student a student who is referred to NEL by the

Commissioner

NEL Personal Data any personal data that NEL processes in

connection with this Agreement, in the

capacity of a controller.

UK GDPR has the meaning given to it in section 3(10)

(as supplemented by section 205(4)) of the

Data Protection Act 2018.

VAT value added tax chargeable in the UK.

Works the Available Services which are provided by

NEL under a Intervention Plan, including

services which are incidental or ancillary to

the Works.

1.2 Clause, Schedule and paragraph headings shall not affect the

interpretation of this Agreement.

1.3 A person includes a natural person, corporate or unincorporated body

(whether or not having separate legal personality).

1.4 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.

1.5 A reference to a company shall include any company, corporation or other

body corporate, wherever and however incorporated or established.

1.6 Unless the context otherwise requires, words in the singular shall include

the plural and in the plural shall include the singular.

1.7 Unless the context otherwise requires, a reference to one gender shall

include a reference to the other gender.

1.8 This Agreement shall be binding on, and enure to the benefit of, the parties

to this Agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.

1.9 Unless expressly provided otherwise in this Agreement, a reference to

legislation or a legislative provision:

1.9.1 is a reference to it as amended, extended or re-enacted from time to time; and

1.9.2 shall include all subordinate legislation made from time to time under that legislation or legislative provision.

1.10 A reference to writing or written includes email but not fax

1.11 Any obligation on a party not to do something includes an obligation not to

allow that thing to be done.

1.12 A reference to this Agreement or to any other agreement or document is a

reference to this Agreement or such other agreement or document, in each case as varied or novated from time to time.

1.13 References to clauses and Schedules are to the clauses and Schedules of

this Agreement and references to paragraphs are to paragraphs of the relevant Schedule.

1.14 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.

2. Commencement and duration

2.1 This Agreement shall commence on the date the Commissioner completes

the statement of works (otherwise known as the Intervention Plan outlined at Schedule 2 and Clause 3 below) and shall continue, unless terminated earlier in accordance with clause 15 (Termination), until either party gives to the other party written notice to terminate.

2.2 The parties shall not enter into any further Intervention Plans after the date

on which notice to terminate is served under clause 2.1.

2.3 The Commissioner may procure any of the Available Services by agreeing

an Intervention Plan with NEL pursuant to clause 3 (Intervention Plan).

2.4 NEL shall provide the Works from the date specified in the relevant

Intervention Plan.

3. Intervention Plan

3.1 Each Intervention Plan shall be agreed in the following manner:

3.1.1 the Commissioner shall ask NEL to provide any or all of the Available Services and provide NEL with as much information as NEL reasonably requests in order to prepare a draft Intervention Plan for the Available Services requested;

3.1.2 following receipt of the information requested from the Commissioner NEL shall, as soon as reasonably practicable either:

3.1.2.1 inform the Commissioner that it declines to provide the requested Available Services; or

3.1.2.2 provide the Commissioner with a draft Intervention Plan.

3.1.3 if NEL provides the Commissioner with a draft Intervention Plan pursuant to clause 3.1.2.2, NEL and the Commissioner shall discuss and agree that draft Intervention Plan;

3.2 Unless otherwise agreed, the Intervention Charges shall be calculated in

accordance with the Standard Charges.

3.3 NEL may charge for the preparation of Intervention Plans on a time and

materials basis in accordance with NEL's fee rates as set out in Schedule 3.

3.4 Once an Intervention Plan has been agreed and signed in accordance with

clause 3.1.4, no amendment shall be made to it except in accordance with clause 7 (Change control) or clause 20 (Variation).

3.5 Each Intervention Plan shall be part of this Agreement and shall not form a

separate contract to it.

4. NEL's obligations

4.1 NEL shall:

4.1.1 use reasonable endeavours to manage and complete the Works, and deliver the Deliverables to the Commissioner, in accordance with an Intervention Plan in all material respects.

4.1.2 appoint a Education Intervention Co-ordinator in respect of the Works to be performed under each Intervention Plan. That person shall have authority to contractually bind NEL on all matters relating to the relevant Works (including by agreeing Change in Intervention requests). NEL may replace that person from time to time where reasonably necessary in the interests of NEL's business.

4.1.3 use reasonable endeavours to observe all health and safety and security requirements that have been communicated to it under clause 5.1.6, provided that it shall not be liable under this Agreement

if, as a result of such observation, it is in breach of any of its obligations under this Agreement.

4.1.4 manage the performance and conduct of its personnel who carry out the Works including any practitioners and practitioners that it uses. NEL will take into account any feedback that the Commissioner provides, however ultimately NEL's personnel must conform with its operational procedures (which are available for a Commissioner to review upon written request during the provision of the Works)

4.1.5 ensure that all personnel involved in the provision of the Works:

4.1.5.1 have suitable skills and experience to enable them to perform the tasks assigned to them (and make reasonable attempts to ensure that the personnel have the relevant experience and qualifications to be working with their referred Student. In addition, NEL shall ensure that all of its personnel receive appropriate mandatory safeguarding training.

4.1.5.2 are cleared of all criminal records and barred lists from the Disclosure and Barring Service (DBS) and are in sufficient number to enable NEL to fulfil its obligations under this Agreement. NEL shall also ensure that such personnel hold an enhanced check (evidence of which will be made available to the Commissioner upon their written request).

4.2 If requested by the Commissioner:

4.2.1 (by way of serving written notice on NEL within 5 (five) Working Days of the Works commencing), NEL will send a matrix to the Commissioner detailing all relevant information about its personnel (including its Practitioners) who provide the Works detailing their CV, Qualifications, DBS number and last date of observation that has been carried out by NEL's internal quality management team.

4.2.2 a representative will attend relevant meetings regarding the Student's education and/or provide additional written reports should they be requested by the Commissioner by way of serving written notice on NEL at least 5 (five) Working Days prior to the meeting being held. The charges for which are described in Schedule 1.

5. Commissioner's obligations

5.1 The Commissioner shall:

5.1.1 co-operate with NEL in all matters relating to the Works;

5.1.2 appoint a manager in respect of the Works to be performed under each Intervention Plan, such person as identified in the Intervention Plan. That person shall have authority to contractually bind the Commissioner on all matters relating to the relevant Works (including by issuing Change of Intervention requests);

5.1.3 provide, for NEL, its agents, subcontractors, consultants and employees, in a timely manner and at no charge, access to the Commissioner's data and other facilities as reasonably required by NEL including any such access as is specified in an Intervention Plan;

5.1.4 provide to NEL in a timely manner all documents, information, items and materials in any form (whether owned by the Commissioner or a third party) required under an Intervention Plan or otherwise

reasonably required by NEL in connection with the Works and

ensure that they are accurate and complete in all material respects;

5.1.5 obtain and maintain all necessary licences and consents and comply with all relevant legislation as required to enable NEL to provide the Works, including the use of all Commissioner Materials, in all cases before the date on which the Works are to start;

5.1.6 inform the NEL of all health and safety and security requirements that apply at any of the Commissioner's premises to which NEL will require access

5.1.7 comply with any additional responsibilities of the Commissioner as set out in the relevant Intervention Plan

5.2 If NEL's performance of its obligations under this Agreement is prevented

or delayed by any act or omission of the Commissioner, its agents, subcontractors, consultants or employees then, without prejudice to any other right or remedy it may have, NEL shall be allowed an extension of time to perform its obligations equal to the delay caused by the Commissioner.

6. Non-solicitation and employment

6.1 The Commissioner shall not, without the prior written consent of NEL, at

any time from the date on which any Works commence to the expiry of 6 months after the completion of such Works, solicit or entice away from NEL or employ or attempt to employ any person who is, or has been, engaged as an employee, consultant or subcontractor of NEL in the provision of such Works.

6.2 Any consent given by NEL in accordance with clause 6.1 shall be subject to the Commissioner paying to NEL a sum equivalent to 35% of the then current annual remuneration of NEL's employee, consultant or subcontractor or, if higher, 35% of the annual remuneration to be paid by the Commissioner to that employee, consultant or subcontractor.

7. Change control

7.1 Either party may propose changes to the scope or execution of the Works

but no proposed changes shall come into effect until a relevant Change in Intervention has been agreed in writing by both parties. A Change in Intervention shall be a document setting out the proposed changes and the effect that those changes will have on:

7.1.1 the Works;

7.1.2 the Intervention Charges; and

7.1.3 any of the other terms of the relevant Intervention Plan including but not limited to the hours of the Works, any extensions to the length of the Works and change of service provider for the Works

from NEL to Nudge Minds Limited (NML).

7.2 If NEL wishes to make a change to the Works it shall provide a Change of

Intervention request to the Commissioner.

7.3 If the Commissioner wishes to make a change to the Works:

7.3.1 it shall notify NEL and provide as much detail as NEL reasonably requires of the proposed changes, including the timing of the proposed change; and

7.3.2 NEL shall, as soon as reasonably practicable after receiving the information at clause 7.3.1, provide a Change of Intervention request to the Commissioner.

7.4 If the parties:

7.4.1 agree to a Change in Intervention, they shall do so in writing and that Change of Intervention request shall amend the relevant Intervention Plan; or

7.4.2 are unable to agree a Change in Intervention, either party may require the disagreement to be dealt with in accordance with the dispute resolution procedure in clause 30 (Multi-tiered dispute resolution procedure).

8. Charges and payment

8.1 In consideration of the provision of the Works by NEL, the Commissioner

shall pay the Intervention Charges.

8.2 Where the Intervention Charges are calculated on a time basis NEL's hourly

fee rates for each individual person are set out in Schedule 3;

8.3 Where the Intervention Charges are calculated on a fixed price basis, the

amount of those charges shall be as set out in an Intervention Plan.

8.4 The Intervention Charges exclude any additional costs that may be charged

by NEL to the Commissioner in connection with the Works and payable by the Commissioner monthly in arrears, including by not limited to:

8.4.1 the cost of registration for examinations for Students;

8.4.2 undertaking of qualifications or emergency travel and accommodation incurred by NEL; and

8.4.3 any other ancillary expenses reasonably incurred by NEL in connection with the Works.

8.5 NEL may adjust the Standard Charges and any Intervention Charges on an

annual basis with effect from 1st September each year during the term of this Agreement to reflect increases or decreases in its costs. NEL shall give the Commissioner not less than one month's prior notice in writing of proposed price adjustments. Within one month of the appropriate adjustment being determined, the Commissioner shall pay NEL any outstanding sums due in respect of the Works since 1st September of the relevant year, as appropriate, together with any applicable VAT. NEL also reserves the right to amend price bands for Students following their Initial

Assessment (referred to in the Standard Charges) by NEL where their circumstances or behaviour changes.

8.6 NEL shall invoice the Commissioner for the Intervention Charges at the

intervals specified in the Intervention Plan. If no intervals are so specified, NEL shall invoice the Commissioner on the 1st day that the Works commence (including the fee for the Initial Assessment, where applicable) in advance of all the Works to be performed during that month. For the avoidance of doubt, Notwithstanding clause 8.6. NEL may issue an invoice to the Commissioner for the Intervention Charges at any point from the 1st (first) day that the Works have started (this will include the fee for the initial assessment provided as part of the Works, where applicable) and will be for all planned Works for the calendar month to which the invoice applies.

8.7 The Commissioner shall pay each invoice submitted to it by NEL within 30

days of receipt to a bank account nominated in writing by NEL from time to time.

8.8 Without prejudice to any other right or remedy that it may have, if the

Commissioner fails to pay NEL any sum due under this Agreement on the due date:

8.8.1 the Commissioner shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgement. Interest under this clause will accrue each day at 8% a

year above the Bank of England's base rate from time to time, but at 8% a year for any period when that base rate is below 0%; as per the guidelines given by the Government outlined here and

8.8.2 NEL may suspend part or all of the Works until payment has been made in full.

8.9 For the avoidance of doubt, the Intervention Charges are payable in full by

the Commissioner regardless of whether a Force Majeure Event (defined in clause 19) occurs.

8.10 All sums payable to NEL under this Agreement:

8.10.1 are exclusive of VAT, and the Commissioner shall in addition pay an amount equal to any VAT chargeable on those sums on delivery of a VAT invoice; and

8.10.2 shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

9. Charges applicable for missed or rearranged Intervention sessions

9.1 If the Commissioner or the Student (or student's parent) cancels any

intervention session that is part of the Works (Intervention Session) then the Commissioner will be liable for the cost of that particular session in full and NEL will invoice the Commissioner the same regardless of whether the Intervention Session is delivered at a later date.

9.2 If an Intervention Session is not possible due to staff illness or unforeseen

changes on the part of NEL, the cost of that Intervention Session will be deducted from the subsequent invoice to the Commissioner provided that the cancelled session is not rescheduled within the invoice period, in which circumstances the original charges would apply.

10. Intellectual property rights

10.1 In relation to the Deliverables:

10.1.1 NEL and its licensors shall retain ownership of all IPRs in the Deliverables, excluding the Commissioner Materials;

10.1.2 NEL grants the Commissioner, or shall procure the direct grant to the Commissioner of, a fully paid-up, worldwide, non-exclusive, royalty-free perpetual and irrevocable licence to copy and modify the Deliverables (excluding the Commissioner Materials) for the purpose of receiving and using the Works and the Deliverables; and

10.1.3 the Commissioner shall not sub-license, assign or otherwise transfer the rights granted in clause 10.1.2.

10.2 In relation to the Commissioner Materials, the Commissioner:

10.2.1 and its licensors shall retain ownership of all IPRs in the Commissioner Materials; and

10.2.2 grants to NEL a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify the Commissioner

Materials for the term of this Agreement for the purpose of providing the Works to the Commissioner.

10.3 NEL:

10.3.1 warrants that the receipt, use of the Works and the Deliverables by the Commissioner shall not infringe the rights, including any Intellectual Property Rights, of any third party;

10.3.2 shall, subject to clause 14.5, indemnify the Commissioner against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all other reasonable professional costs and expenses) suffered or incurred or paid by the Commissioner arising out of or in connection with any claim brought against the Commissioner for actual or alleged infringement of a third parties Intellectual Property Rights arising out of, or in connection with, the receipt, use of the Works and Deliverables.

10.3.3 shall not be in breach of the warranty at clause 10.3.1, and the Commissioner shall have no claim under the indemnity at clause 10.3.2 to the extent the infringement arises from:

10.3.3.1 the use of Commissioner Materials in the development of, or the inclusion of the Commissioner Materials in, the Works or any Deliverable;

10.3.3.2 any modification of the Works or any Deliverable, other than by or on behalf of NEL; and

10.3.3.3 compliance with the Commissioner's specifications or instructions.

10.4 The Commissioner:

10.4.1 warrants that the receipt and use in the performance of this Agreement by NEL, its agents, subcontractors or consultants of the Commissioner Materials shall not infringe the rights, including any Intellectual Property Rights, of any third party; and

10.4.2 shall indemnify NEL against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred or paid by NEL arising out of or in connection with any claim brought against NEL, its agents, subcontractors or consultants for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the receipt or use in the performance of this Agreement of the Commissioner Materials.

10.5 If either party (Indemnifying Party) is required to indemnify the other party

(Indemnified Party) under this clause 10, the Indemnified Party shall:

10.5.1 notify the Indemnifying Party in writing of any claim against it in respect of which it wishes to rely on the indemnity at clause 10.3.2 or clause 10.4.2 (as applicable) (IPRs Claim);

10.5.2 allow the Indemnifying Party, at its own cost, to conduct all negotiations and proceedings and to settle the IPRs Claim, always provided that the Indemnifying Party shall obtain the Indemnified Party's prior approval of any settlement terms, such approval not to be unreasonably withheld;

10.5.3 provide the Indemnifying Party with such reasonable assistance regarding the IPRs Claim as is required by the Indemnifying Party, subject to reimbursement by the Indemnifying Party of the Indemnified Party's costs so incurred; and

10.5.4 not, without prior consultation with the Indemnifying Party, make any admission relating to the IPRs Claim or attempt to settle it, provided that the Indemnifying Party considers and defends any IPRs Claim diligently, using competent counsel and in such a way as not to bring the reputation of the Indemnified Party into disrepute.

11. Data protection

11.1 For the purposes of this clause 11, the terms controller, processor, data

subject, personal data, personal data breach and processing shall have the meaning given to them in the UK GDPR.

11.2 Both parties will comply with all applicable requirements of Applicable

Data Protection Laws. This clause 11 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Applicable Data

Protection Laws.

11.3 This clause 11 sets out the framework for the sharing of personal data when

the Commissioner (data discloser) discloses personal data to NEL (data receiver). It defines the principles and procedures that the parties shall adhere to and the responsibilities the parties owe to each other.

11.4 The parties consider this data sharing necessary and proportionate to

enable the Commissioner and NEL to comply with their obligations as set out in this Agreement. The parties agree to only share personal data that is necessary and proportionate for NEL to successfully perform the Intervention Plan.

11.5 The parties agree to only process the shared personal data to enable NEL to

carry out its obligations under this Agreement and to perform the Intervention Plan.

11.6 The parties shall not process the shared personal data including for the

purposes of solely automated decision-making producing legal effects or similarly significant effects, or otherwise in a way that is incompatible with the purposes set out in Schedule 1 and Schedule 4.

11.7 Should the arrangement set out in Schedule 1 and Schedule 4 change, the

parties shall use all reasonable endeavours to make any changes that are necessary to this clause 11, Schedule 1 and Schedule 4.

11.8 The Commissioner consents to, (and shall procure all required consents,

from its personnel, representatives and agents, in respect of) all actions taken by NEL in connection with the NEL Personal Data, provided these are in compliance with the then-current version of NEL's privacy policy available at <https://nudgeeducation.co.uk/cookies-and-privacy-policy> (Privacy Policy). In the event of any inconsistency or conflict between the terms of the Privacy Policy and this Agreement, the Privacy Policy will take precedence.

11.9 Without prejudice to the generality of clause 11.2, the Commissioner will ensure that it has all necessary appropriate consents and notices and lawful bases in place to enable lawful transfer of NEL Personal Data and Commissioner Personal Data to NEL and lawful collection of the same by NEL for the duration and purposes of this Agreement.

11.10 In relation to the Commissioner Personal Data, Schedule 4 sets out the

scope, personal data transfer, the duration of the personal data transfer, the types of personal data and categories of data subject.

11.11 Without prejudice to the generality of clause 11.2, each party shall:

11.11.1 give full information to any data subject whose personal data may be processed under this Agreement of the nature of such processing.

This includes giving notice that, on the termination of this

Agreement, personal data relating to them may be retained by or, as

the case may be, transferred to NEL;

- 11.11.2 implement the appropriate technical and organisational measures, reviewed and approved by the other party, to protect against unauthorised or unlawful processing, access, copying, modification, reproduction, display or distribution of the of Commissioner Personal Data and against accidental loss or destruction of, or damage to, Commissioner Personal Data, which the Commissioner has reviewed and confirms are appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures;
- 11.11.3 implement such measures in 11.8.2 to ensure a level of security appropriate to the risk involved, including as appropriate:
- 11.11.3.1 the pseudonymisation and encryption of personal data;
 - 11.11.3.2 the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
 - 11.11.3.3 the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident; and
 - 11.11.3.4 a process for regularly testing, assessing and evaluating the effectiveness of the security measures.
- 11.11.4 ensure that any personnel engaged and authorised by NEL to access

Commissioner Personal Data have committed themselves to confidentiality or are under an appropriate statutory or common law obligation of confidentiality;

11.11.5 ensure that any personnel engaged and authorised by NEL to access Commissioner Personal Data are subject to written contractual obligations concerning the Commissioner Personal Data (including obligations of confidentiality) which are no less onerous than those imposed by this Agreement;

11.11.6 assist the other in complying with all applicable requirements of the Applicable Data Protection Laws. In particular, each party shall:

11.11.6.1 consult with the other party about any notices given to data subjects in relation to the shared personal data;

11.11.6.2 promptly inform the other party about the receipt of any data subject rights request;

11.11.6.3 provide the other party with reasonable assistance in complying with any data subject rights request;

11.11.6.4 not disclose, release, amend, delete or block any shared personal data in response to a data subject rights request without first consulting the other party wherever possible;

11.11.6.5 assist the other party, at the cost of the other party, in responding to any request from any request from a data subject and ensuring compliance with its obligations under the Applicable Data Protection Laws with respect to

security, personal data breach notifications, data protection

impact assessments and consultations with the

Information Commissioner or other regulators;

11.11.6.6 use compatible technology for the processing of shared

personal data to ensure that there is no lack of accuracy

resulting from personal data transfers;

11.11.6.7 provide the other party with contact details of at least one

employee as point of contact responsible manager for all

issues arising out of the Applicable Data Protection Laws,

including the training of relevant staff, the procedures to

be followed in the event of a data security breach, and the

regular review of the parties' compliance with the

Applicable Data Protection Laws.

11.11.7 notify the other party without undue delay on becoming aware of

any breach of the Applicable Data Protection Laws;

11.11.8 at the Commissioner's request, the Provider will give the

Commissioner, or a third party nominated in writing by the

Commissioner, a copy of or access to all or part of the Personal Data

in its possession or control in the format and on the media

reasonably specified by the Commissioner; and

11.11.9 at the written direction of the Commissioner, securely delete, destroy

or, if directed in writing, return and not retain, all or any of the

Commissioner Personal Data in its possession or control and copies

thereof to the Commissioner on termination of the Agreement
 unless NEL is required by Applicable Law and/or in compliance with
 NEL's privacy policy to continue to process that Commissioner
 Personal Data; and

11.11.10 maintain records to demonstrate its compliance with this clause 11.

11.11.11 not transfer any personal data received from the Commissioner
 outside the UK unless the Commissioner ensures that the transfer is
 to a country approved under the Applicable Data Protection Laws as
 providing adequate protection or the Commissioner otherwise
 complies with its obligations under the Applicable Data Protection
 Laws by providing an adequate level of protection to any personal
 data that is transferred.

11.12 Either party may, at any time on not less than 30 days' notice, revise this

clause 11 by replacing it with any applicable controller to controller standard
 clauses or similar terms forming part of an applicable certification scheme
 (which shall apply when replaced by attachment to this Agreement).

11.13 NEL's liability for losses arising from breaches of this clause 11 is as set
 out in
 clause 14.5.1.

12. Confidentiality

12.1 Each party undertakes that it shall not at any time during this Agreement,

and for a period of two years after termination or expiry of this Agreement,

disclose to any person any confidential information concerning the business, affairs, Commissioners, clients or NELs of the other party or of any member of the group of companies to which the other party belongs, except as permitted by clause 12.2.1.

12.2 Each party may disclose the other party's confidential information:

12.2.1 to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this Agreement. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 12; and

12.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

12.3 No party shall use the other party's confidential information for any

purpose other than to exercise its rights and perform its obligations under or in connection with this Agreement.

13. Insurance

13.1 During this Agreement and for a period of six years after being

commissioned to undertake Works under an Intervention Plan the NEL shall maintain in force the following insurance policies with reputable

insurance companies public liability insurance with a limit of at least
£5,000,000 (five million) million a claim;

13.2 The NEL's liabilities under this Agreement shall not be deemed to be

released or limited by the NEL taking out the insurance policies referred to
in clause 13.1.

14. Limitation of liability

14.1 References to liability in this clause 14 (Limitation of liability) include every

kind of liability arising under or in connection with this Agreement
including but not limited to liability in contract, tort (including negligence),
misrepresentation, restitution or otherwise.

14.2 Nothing in this clause 14 shall limit the Commissioner's payment

obligations under this Agreement.

14.3 Nothing in this Agreement shall limit the Commissioner's liability under

clause 10.4.

14.4 Nothing in this Agreement limits any liability which cannot legally be

limited, including but not limited to liability for:

14.4.1 death or personal injury caused by negligence;

14.4.2 fraud or fraudulent misrepresentation; and

14.4.3 breach of the terms implied by section 2 of the Supply of Goods and

Services Act 1982 (title and quiet possession) any other liability which cannot be limited or excluded by applicable law.

14.5 Subject to clauses 14.4 and 14.5, NEL's total liability to the Commissioner:

14.5.1 for damage to property caused by the negligence of its employees and agents in connection with this Agreement shall not exceed £25,000 (twenty-five thousand pounds) per Intervention Plan in each calendar year.

14.5.2 for all loss arising from NEL's failure to comply with its data processing obligations under clause 11 (Data protection) (including non-compliance under the Intervention Plan) shall not exceed £500,000 (five hundred thousand pounds) in aggregate (including under all Intervention Plans) for breaches in each calendar year; and

14.5.3 for all other loss or damage which does not fall within subclause 14.5.1 above shall not exceed £25,000 (twenty-five thousand pounds) per Intervention Plan in each calendar year.

14.6 Subject to clause 14.4 and clause 14.5, the Commissioner's total liability to NEL:

14.6.1 for loss arising from NEL's failure to comply with its data processing obligations under clause 11 (Data protection) shall not exceed £500,000 (five hundred thousand pounds); and

14.6.2 for all other loss or damage which does not fall within subclause 14.6.1 above shall not exceed £50,000 (fifty thousand pounds) per Intervention Plan in each calendar year.

14.7 The caps on the Commissioner's liabilities shall not be reduced by:

14.7.1 amounts awarded or agreed to be paid under clause 10;

14.7.2 amounts awarded by a court or arbitrator, using their procedural or statutory powers in respect of costs of proceedings or interest for late payment.

14.8 Subject to clause 14.3, clause 14.4 and clause 14.5, this clause 14.8 specifies

the types of losses that are excluded:

14.8.1 loss of profits;

14.8.2 loss of sales or business;

14.8.3 loss of agreements or contracts;

14.8.4 loss of anticipated savings;

14.8.5 loss of use or corruption of software, data or information;

14.8.6 loss of or damage to goodwill; and

14.8.7 indirect or consequential loss.

14.9 NEL has given commitments as to compliance of the Services with relevant

specifications in clause 4.1 (NEL's obligations). In view of these commitments, the terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from this Agreement.

15. Termination

15.1 Without affecting any other right or remedy available to it, either party may

terminate this Agreement with immediate effect by giving written notice

to the other party if:

15.1.1 the other party commits a material breach of any term of this Agreement and (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so;

15.1.2 the other 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 or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 (IA 1986) as if the words “it is proved to the satisfaction of the court” did not appear in sections 123(1)(e) or 123(2) of the IA 1986;

15.1.3 the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors;

15.1.4 the other party applies to court for, or obtains, a moratorium under Part A1 of the IA 1986;

15.1.5 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the other party (being a company, limited liability partnership or partnership);

15.1.6 an application is made to court, or an order is made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given or an administrator is appointed, over the other party (being a company, partnership or limited liability partnership);

15.1.7 the holder of a qualifying floating charge over the assets of that other party (being a company or limited liability partnership) has become entitled to appoint or has appointed an administrative receiver;

15.1.8 a person becomes entitled to appoint a receiver over all or any of the assets of the other party or a receiver is appointed over all or any of the assets of the other party;

15.1.9 a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days;

15.1.10 any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 15.1.2 to clause 15.1.9 (inclusive);

15.1.11 the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or

15.1.12 the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of this Agreement is in jeopardy.

15.2 Without affecting any other right or remedy available to it, NEL may

terminate this Agreement with immediate effect by giving written notice to the Commissioner if:

15.2.1 the Commissioner fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than 7 days after being notified in writing to make such payment; or

15.2.2 there is a change of Control of the Commissioner.

15.3 Without affecting any other right or remedy available to it, either party may

terminate this Agreement on giving not less than 14 days' written notice to the other party. Where the Commissioner terminates the Agreement they shall immediately pay to NEL any outstanding costs accrued in relation to the Works including but not limited to any charges accrued for venue hire, activities and qualification fees that may still be incurred by NEL as well as those costs set out in clause 17.1.1.

16. Suspension of the Works

16.1 NEL may elect to temporarily suspend the performance of all or any part of

the Works or the supply of any Deliverables under the Works for up to 30

days during the Term of the Agreement (Suspension Notice). If NEL elects to do so then the Commissioner must comply with the requirements of the Suspension Notice.

16.2 NEL may issue a Suspension Notice at any time and any number of times

during the term of this Agreement.

16.3 NEL may at any time extend or cancel a Suspension Notice by giving the

Commissioner notice of that extension or cancellation.

16.4 NEL may charge the Commissioner for those charges that apply to the

Works for the duration of the Suspension Notice.

17. Obligations on termination and survival

17.1 Obligations on termination or expiry

On termination or expiry of this Agreement:

17.1.1 the Commissioner shall immediately pay to NEL those costs in clause 15.3, all of NEL's outstanding unpaid invoices and interest and, in respect of the Works supplied but for which no invoice has been submitted, NEL may submit an invoice, which shall be payable immediately on receipt; and

17.1.2 NEL shall on request return any of the Commissioner Materials not used up in the provision of the Works.

18. Survival

18.1 On termination or expiry of this Agreement, all existing Intervention Plans

shall terminate automatically.

18.2 Any provision of this Agreement that expressly or by implication is

intended to come into or continue in force on or after termination or expiry of this Agreement shall remain in full force and effect.

18.3 Termination or expiry of this Agreement shall not affect any rights,

remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry.

19. Force majeure

19.1 Force Majeure Event means any circumstance not within a party's

reasonable control including, without limitation:

19.1.1 acts of God, adverse weather conditions that make performance of the parties' obligations under this Agreement dangerous or impossible to perform, flood, drought, earthquake or other natural disaster;

19.1.2 epidemic or pandemic;

19.1.3 terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions,

embargo, or breaking off of diplomatic relations;

19.1.4 nuclear, chemical or biological contamination or sonic boom;

19.1.5 any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent;

19.1.6 collapse of buildings, fire, explosion or accident; and

19.1.7 any labour or trade dispute, strikes, industrial action or lockouts [(other than in each case by the party seeking to rely on this clause, or companies in the same group as that party); and

19.1.8 non-performance by suppliers or subcontractors (other than by companies in the same group as the party seeking to rely on this clause); and

19.1.9 interruption or failure of utility service.

19.2 Provided it has complied with Clause 19.3, if a party is prevented, hindered

or delayed in or from performing any of its obligations under this agreement by a Force Majeure Event (Affected Party), the Affected Party shall not be in breach of this agreement or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.

19.3 The Affected Party shall:

19.3.1 as soon as reasonably practicable after the start of the Force Majeure Event, notify the other party in writing of the Force Majeure Event,

the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the agreement;

19.3.2 use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.

19.3.3 If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than 1 month, the party not affected by the Force Majeure Event may terminate this agreement by giving 14 days' written notice to the Affected Party.

20. Assignment and other dealings

20.1 The Commissioner shall not assign, transfer, mortgage, charge,

subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this Agreement.

20.2 NEL may at any time assign, mortgage, charge, delegate, declare a trust

over or deal in any other manner with any or all of its rights under this Agreement.

21. Variation

Subject to clause 7 (Change control), no variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

22. Waiver

22.1 A waiver of any right or remedy under this Agreement or by law is only

effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

22.2 A failure or delay by a party to exercise any right or remedy provided under

this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

23. Rights and remedies

The rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

24. Severance

24.1 If any provision or part-provision of this Agreement is or becomes invalid,

illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement.

24.2 If any provision or part-provision of this Agreement is deemed deleted

under clause 23.1 the parties shall negotiate in good faith to agree a

replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

25. Entire agreement

25.1 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.

25.2 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.

26. Conflict

If there is an inconsistency between any of the provisions of this Agreement and

the provisions of the Schedules, the provisions of this Agreement shall prevail.

27. No partnership or agency

27.1 Nothing in this Agreement is intended to, or shall be deemed to, establish

any partnership or joint venture between any of the parties, constitute any

party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

27.2 Each party confirms it is acting on its own behalf and not for the benefit of

any other person.

28. Third party rights

28.1 Unless it expressly states otherwise, this Agreement does not give rise to

any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

29. Notices

29.1 Any notice given to a party under or in connection with this Agreement

shall be in writing and shall be:

29.1.1 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

29.1.2 sent by email to contracts@nudgeeducation.co.uk in the case of NEL.

29.2 Any notice shall be deemed to have been received:

29.2.1 if delivered by hand, at the time the notice is left at the proper address;

29.2.2 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; or

29.2.3 if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 29.2.2, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

29.3 This clause does not apply to the service of any proceedings or any

documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

30. Counterparts

30.1 This Agreement may be executed in any number of counterparts, each of

which shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

31. Multi-tiered dispute resolution procedure

31.1 If a dispute arises out of or in connection with this Agreement or the

performance, validity or enforceability of it (Dispute) then the parties shall follow the procedure set out in this clause 30:

31.1.1 either party shall give to the other written notice of the Dispute, setting out its nature and full particulars (Dispute Notice), together with relevant supporting documents. On service of the Dispute

Notice, the Commissioner and relevant Department Lead for NEL shall attempt in good faith to resolve the Dispute;

31.1.2 if the Commissioner and relevant Department Lead of NEL are for any reason unable to resolve the Dispute within 30 days of service of the Dispute Notice, the Dispute shall be referred to the Senior Management team from the Commissioner and the Executive Management team from NEL who shall attempt in good faith to resolve it; and

31.1.3 if the Senior Management team from the Commissioner and the Executive Management team of NEL are for any reason unable to resolve the Dispute within 30 days of it being referred to them, the parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator shall be nominated by CEDR. To initiate the mediation, a party must serve notice in writing (ADR notice) to the other party to the Dispute, requesting a mediation. A copy of the ADR notice should be sent to CEDR. The mediation will start not later than 14 days after the date of the ADR notice.

31.2 No party may commence any court proceedings under this clause 31 in

relation to the whole or part of the Dispute until 30 days after service of the ADR notice, provided that the right to issue proceedings is not prejudiced by a delay.

31.3 If the Dispute is not resolved within 30 days after service of the ADR notice,

or either party fails to participate or to continue to participate in the mediation before the expiration of the said period of 30 days, or the mediation terminates before the expiration of the said period of 30 days, the Dispute shall be finally resolved by the courts of England and Wales in accordance with this clause 31.

32. Governing law

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

33. Jurisdiction

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

Schedule 1

Available Services

Background

NEL specialises in interim support packages, transitional services and the re-engagement of any Student who is out of education for any of the following reasons:

- the Student has been permanently excluded from a mainstream or Special Education Need (SEN) setting and is awaiting to be transferred to a new institution;
- the Student has been given a fixed term exclusion at their current educational setting;
- the Student is advised to be off-site from their current placement to improve their quality of life and engagement in education (in compliance with section 29 of the Education Act 2002 and The Education (Educational Provision for Improvement Behaviour) (Amendment) Regulations 2012; or
- The Student, for any other reason, is not in education, employment or training (N.E.E.T.). NEL accepts Students aged between 4 (four) and 25 (twenty-five) and can be

commissioned to work with up to:

- 4 (four) Students;
- 1 (one) Student with an Education and Health Care Plan (EHCP)
- 1 (one) Student with special educational needs (SEN) as defined in section 20 of the Children and Families Act 2014; or
- 1 (one) 'Looked After Child' (LAC) as set out in sections 20 & 21 of the Children Act 1989.

As part of any one individual intervention plan.

Services NEL can provide the following services (together or individually referred to as an

Intervention):

- provision of part-time education, enrichment or pastoral programmes for Students considered 'at risk' of fully disengaging from formal education and/or training;
- interim education provision for any Students that have become disengaged from formal education and/or training and are in need of improving their engagement with education and life, or awaiting a suitable full-time education placement; and
- together or individually as the context so permits

Model of delivery

- NEL operates a flexible model of delivery and can provide education, enrichment and pastoral activities at the Student's home, a community venue, or an alternative setting can be hired at the Commissioner's cost. Some interventions may also be delivered online via a secure platform.
- All of NEL's Practitioners are qualified and experienced in their fields, however not all of NEL's staff are required to have Qualified Teacher Status (QTS). A Practitioner will be allocated accordingly to the Student based upon the initial diagnostic and referral stages, with the view of improving the Student's engagement with education and quality of life.
- A Practitioner can be moved to work with a different Student at the Commissioner's request by way of serving notice on NEL during the period of commissioning and NEL will use its reasonable endeavours to find a new Practitioner as soon as is reasonably practicable so the intervention is not disrupted.
- NEL provides interim support only and does not meet the Department for Education benchmark to register as an Independent School. (please refer to the report on Alternative Intervention published by Ofsted in February

2016. It is imperative that the Student remains on roll with the Commissioner which will ultimately support the primary goal of successfully reintegrating the Student back into mainstream or SEN schooling. For those Students whose circumstances mean they are unable

to be named upon a school roll, the commissioner understands that the onus remains upon them to find a suitable place to record the Student's registration.

- Following general procurement and commissioning frameworks, the maximum number of hours NEL can work with a student referred to us on an ongoing basis is 18 hours or less. In extraordinary circumstances, such as an on-site transition to the permanent setting that the student will be returning to/ transitioning to, we may be able to provide additional hours of support for a short period of time.
- Following the end of the period of commissioning, a summative report will be produced as part of the contract. NEL will make recommendations and highlight key achievements which can be built upon should the Student be returning to education to help maintain the engagement and quality of life of that individual.

Schedule 2

Template Intervention Plan

The Commissioner should complete the electronic form to provide this data by using this link:

<https://form.asana.com/?k=A5tb-IYY2yXIPcjgyEkJJA&d=136131083582484>


Change to Intervention request form:

<https://form.asana.com/?k=yGqONnjoioCwxB3pO5AMag&d=136131083582484>


1. Details of the Works:

The Intervention work under this agreement and the deliverables will include:

- provision of part-time education, enrichment or pastoral programmes for Students considered 'at risk' of fully disengaging from formal education and/or training;
- and/or

- interim education provision for any Students that have become disengaged from formal education and/or training and are in need of improving their engagement with education and life, or awaiting a suitable full-time education placement.

2. Commissioner's manager:

3. Initials of Student NEL are being commissioned to provide an Intervention for:

4. Agreed start date for the Intervention:

5. Anticipated end date for the Intervention

6. Timetable/number of weekly hours agreed:

7. Intervention Charges.

8. Commissioner e-signature

Schedule 3

Standard Charges and payment terms

The Standard Charges for the Available Services are set out below. For the design and delivery of the intervention targets as laid out in the Initial Assessment processes:

1. Initial Assessment, Pen Portrait and Intervention Targets setting and

registration on academic diagnostic systems: £137.22 as a one-off fee (excluding London borough rate which is £147.94)

2. Depending on the needs and associated risk of the Student the following

rates will be charged: a. For 1:1 Interventions: £60.99 per hour (London borough rate £68.34 per hour) b. For 2:1 Interventions: £112.47 per hour (London borough rate £125.98 per hour)

- The above fees include:
- Delivery/Contact time for NEL's team of allocated practitioners;
- NEL's mileage/Travel Costs;
- Transport of Student(s) to and from home address;
- Lunch/Snack for Student (and potential additional morning snack where budget allows);
- Hire of delivery venues where required (additional charge may be added if suitable venue is not available in budgeted price range as determined by NEL;

- Student resources (including but not limited to stationery, materials and books);
- Entry fees and other activity costs;
- Administration of the actual intervention (including but not limited to invoicing and regular reporting)

3. Preparation for and requested Attendance at LAC/Personal Education

Plan/SEN review meetings or similar: £65 per meeting

- The above fee covers staff attendance time & preparation of reports.
- Additional charges will be made with the prior agreement of the Commissioner at cost for external course registration and examination charges where NEL is not an approved centre. All of the Standard Charges set out in this Schedule are exclusive of VAT and are

payable in accordance with clause 8 of this Agreement.

Schedule 4

Sharing, personal data and data subjects

1. Parties' roles

1.1. The Commissioner will be the data discloser.

1.2. NEL will be the data receiver.

2. Particulars of sharing

2.1. Scope

2.1.1. NEL shall provide interim support packages and transitional services

by way of Student interventions as part of the Works., To allow NEL to

perform its obligations under this Agreement, the Commissioner

must share the Student's personal data to NEL.

2.1.2. For the Commissioner to understand how NEL performs the

Intervention Plan, NEL will provide the Commissioner with weekly reports to assess the Student's on-going needs as well as a transition report at the end of the Intervention Plan period.

2.1.3. In some circumstances, NEL will share copies of the Student's weekly and transition reports with external third parties who share an interest in the Student's progression, specifically relating to the Intervention Plan. These external third parties may include, but are not limited to, the Local Authority.

2.2. Personal data transfer

2.2.1. Personal data will be shared between the parties using a secure method of transfer. The secure method of transfer will be agreed between the parties prior to the sharing of the personal data.

2.3. Duration of the personal data transfer

2.3.1. For the duration of the relevant Intervention Plan, or at the discretion of the Commissioner, the personal data transfer generally will remain in full force and effect so long as this Agreement remains in effect.

2.4. Types of personal data

2.4.1. Identity Data: first name, maiden name, last name, username or similar identifier, marital status, title, date of birth and gender.

1.1.1. Contact Data: delivery address, email address and telephone numbers.

1.1.2. Technical Data: internet protocol (IP) address, login data, browser type and version, time zone setting and location, browser plug-in

types and versions, operating system and platform, and other technology on the devices that a Student and or the Commissioner uses to access the Services.

1.1.3. Profile Data: usernames and passwords, job titles, Student or the Commissioner's preferences, feedback and survey responses regarding the Works.

1.1.4. Usage Data: information about Students and or Commissioners use the Services.

1.1.5. Special Categories of Personal Data and Criminal Offence Data may be collected if necessary and proportionate.

1.2. Categories of data subject

1.2.1. This may include, but is not limited to, employees of NEL, employees of the Commissioner, officers, agents, education practitioners, Students and parents/guardians of Students.

Document control

Field	Value
Version	Sept 2025+
Owner	Director of Operations
Status	live
Source file	5. Nudge Education - Documentation for Commissioning Purposes/Nudge Education - Framework Agreement - for all Interventions from 1st September 2025.pdf

