



# SERVICE AGREEMENT RELATING TO APPRENTICESHIP TRAINING



Company Use Only

Operational Approval

Company Code

AN AGREEMENT between:

Interserve Learning & Employment (Services) Limited  
(Reg. No. 07703720)  
whose registered office address is at:  
Interserve House, Ruscombe Park, Twyford, Reading, Berkshire, RG10 9JU  
(‘Interserve’)

AND

Customer’s Registered Company Name:

Company Reg.No:

whose registered office address is at:

(the ‘Employer’)

For the Services set out in the following Section A which will be subject to the terms and conditions set out in Section B

## SECTION A

Employer’s Address:

Address: (Invoice Details - Mandatory this is populated)

Contact Name:

Contact Name:

Position:

Position:

Telephone:

Telephone:

Email:

Email:

Order No. (if applicable):



**European Union**  
European  
Social Fund

**Payment Option (please tick as appropriate, 1 option only)**

**Payment Option A**

Usable where all charges payable by the Employer are under or equal to £250, or where the Employer opts to pay 100% of the charges at month 1 and is above £250.

**Payment Option B**

Only usable where charges are over £250 per apprentice (50% of the charges are payable in month 1 and 50% of the charge is payable at month 2).

**Not Applicable**

<sup>1</sup>Learner is under 19 or <sup>2</sup>under 25 with an EHC plan, or <sup>3</sup>under 25 and a care leaver and the Employer, had an average or less than, 50 employees in the last 12 months.

**Payment**

Subject to receipt of valid invoice, the charges will be payable within 5 days of date of invoice, the charges are payable either by BACS, Pay By Link or via the phone service details on invoice. Method: (please tick as appropriate, 1 option only).

Card Payment

BACS

**Signed for and on behalf of the Employer**

Signature:

Name:

Position:

Date:

**Signed for and on behalf of Interserve**

Signature:

Name:

Position:

Date:

**Administration Section - Company Use Only**

Operational Approval:

Company Code:

Product:

Name:

Title:

Date:

### Apprentice 1

Name of Apprentice:

Apprenticeship Standard or Apprenticeship Framework:

Payment N/A if selected:

Co-investment:

16-18 (1)

19-24+ (2 or 3)

16-18

19-24

24+

Please ensure State Aid form is completed if 1, 2 or 3 is selected and £0 is the total price below

Total Price:

Employer Co-investment:

Start Date:

Planned End Date:

EPA Provider:

EPA Cost:

### Apprentice 2

Name of Apprentice:

Apprenticeship Standard or Apprenticeship Framework:

Payment N/A if selected:

Co-investment:

16-18 (1)

19-24+ (2 or 3)

16-18

19-24

24+

Please ensure State Aid form is completed if 1, 2 or 3 is selected and £0 is the total price below

Total Price:

Employer Co-investment:

Start Date:

Planned End Date:

EPA Provider:

EPA Cost:

### Apprentice 3

Name of Apprentice:

Apprenticeship Standard or Apprenticeship Framework:

Payment N/A if selected:

Co-investment:

16-18 (1)

19-24+ (2 or 3)

16-18

19-24

24+

Please ensure State Aid form is completed if 1, 2 or 3 is selected and £0 is the total price below

Total Price:

Employer Co-investment:

Start Date:

Planned End Date:

EPA Provider:

EPA Cost:

### Apprentice 4

Name of Apprentice:

Apprenticeship Standard or Apprenticeship Framework:

Payment N/A if selected:

Co-investment:

16-18 (1)

19-24+ (2 or 3)

16-18

19-24

24+

Please ensure State Aid form is completed if 1, 2 or 3 is selected and £0 is the total price below

Total Price:

Employer Co-investment:

Start Date:

Planned End Date:

EPA Provider:

EPA Cost:

## 1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement the following expressions shall have the following meanings:

“Additional Payments” - means any payments received from the ESFA for the additional cost of training 16-18 year old Apprentices or 19-24 year old Apprentices in the care of a local authority or on a health and care plan.

“Agreement” - means this Agreement, including sections A and B.

“Apprentice” - means an individual employed by the Employer under an Apprenticeship Agreement and in relation to whom Interserve is to provide the Services as identified in Section A.

“Apprenticeship” - means the training and employment of an Apprentice undertaking an Apprenticeship Framework or Apprenticeship Standard under this Agreement.

“Apprenticeship Agreement” - means a written contract of employment between the Apprentice and the Employer in accordance with the Apprenticeships, Skills, Children and Learning Act 2009.

“Apprenticeship Framework” - means a framework approved by the ESFA and published by the Secretary of State and assessed through an approved qualification-awarding body.

“Apprenticeship Standard” - means a standard approved by the ESFA and published by the Secretary of State and assessed through an EPA.

“Charges” - means any charges payable for the Services in accordance with clause 5 and as specified in Section A.

“Contract Value” - has the meaning in Section A.

“EAS” - means an earnings adjustment statement.

“Employer Co-Investment” - means any portion of the Charges payable by the Employer in accordance with clause 5 and as set out in Section A.

“ESFA” - means the Education and Skills Funding Agency.

“ESFA Charges” - means any portion of the Charges payable by the ESFA in accordance with clause 5.

“ESFA Rules” - means the apprenticeship funding and performance management rules and guidelines published by the ESFA from time to time (see <https://www.gov.uk/government/publications/apprenticeship-funding-rules-2018-to-2019>).

“Data Protection Legislation” - The General Data Protection Regulation ((EU) 2016/679) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK

“End Point Assessment” or “EPA” - means the independent assessment by an approved qualification-awarding body of the knowledge, skills and behaviours that have been learnt through the Apprenticeship Standard.

“ILR” - means the individualised learner record.

“Individual Learning Plan” - means in relation to each Apprentice a plan agreed between the Employer, Interserve and the Apprentice setting out how the Apprentice will develop the skills required under the Apprenticeship Standard or Apprenticeship Framework.

“Intellectual Property Rights” or “IPR” - means patents, rights to inventions, copyright and moral rights, trademarks and service marks, business and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off, 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. “Law” - means any Act of Parliament, regulation, EU Directive or Regulation or judgement of any court or tribunal which, in each case, has legal effect in the United Kingdom or any part thereof.

“Learning Support” - means support available for Apprentices with learning difficulties or disabilities that affects their ability to continue and complete their Apprenticeship.

“Services” - means services to provide apprenticeship training and on programme assessment to support each Apprentice in undertaking an Apprenticeship Framework or Apprenticeship Standard.

“Start Date” - means the start date of Services being the date specified in Section A.

“Training Materials” - means all documents, information, items and materials in any form, whether owned by Interserve or a third party, which are used by Interserve in connection with the Services.

## 2. COMMENCEMENT AND TERMINATION

2.1 This Agreement shall commence on the Start Date and shall expire when all Apprentices under this Agreement have either exited or completed their Apprenticeship, or until terminated earlier in accordance with this Agreement.

2.2 Either party may terminate this Agreement at any time upon giving the other not less than 3 months’ written notice provided that such termination shall not affect or terminate either party’s obligations pursuant to this Agreement in respect of any Apprentice who is currently undertaking an Apprenticeship at the time of expiry of such notice and such obligations shall continue until the last of such Apprentices have completed their Apprenticeship.

2.3 Interserve reserves the right to terminate this Agreement immediately upon notice to the Employer if the ESFA discontinues the funding or changes the eligibility criteria relating to Apprenticeships or makes any change which means Interserve cannot reasonably continue to provide the Services.

2.4 Either party may terminate this Agreement at any time by giving written notice to the other if the other commits any breach of this Agreement and (if capable of remedy) fails to remedy the breach in 30 days after being required by written notice to do so; or if the other repeatedly breaches the Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the Agreement; or if the other commits an act of bankruptcy or goes into liquidation other than for the purposes of reconstruction or amalgamation or suffers the appointment of a receiver or administrator of any of its property or income or makes any deed or arrangement with its creditors or otherwise becomes insolvent.

## 3. INTERSERVE’S OBLIGATIONS

3.1 Interserve (and its subcontractors) shall:

- (a) Provide and carry out the Services in accordance with good industry practice and on the terms and conditions set out in this Agreement.
  - (b) Prepare and distribute the Individual Learning Plan for each Apprentice at the outset of an Apprenticeship.
  - (c) Provide the Training Materials to the Apprentice(s).
  - (d) Report and complete fields in the ILR and/or EAS as required.
  - (e) Apply for a completion certificate (where applicable) on successful completion of an Apprenticeship by an Apprentice.
  - (f) Fund the delivery of Apprenticeship Frameworks and Apprenticeship Standards from the Contract Value, including any Additional Payments and the delivery of English and maths and Learning Support.
  - (g) Pass on any Additional Payments owing to the Employer within 30 days of receipt from the ESFA.
  - (h) Maintain records relating to the Apprenticeship in accordance with ESFA Rules and good industry practice.
  - (i) Observe all health and safety and security requirements that apply at the Employer’s premises that have been communicated to it provided that it shall not be liable under this Agreement if, as a result of this observance, it is in breach of any of its obligations under this Agreement or Laws.
  - (j) At all times have regard to, and act in accordance with, the ESFA Rules.
- 3.2 Interserve makes no guarantee that the Apprentice(s) will successfully complete the Apprenticeship(s).
- 3.3 Interserve does not give any warranty or guarantee in connection with the Training Materials as to their quality, fitness for purpose of otherwise.

## 4. THE EMPLOYER’S OBLIGATIONS

4.1 The Employer shall:

- (a) Enter into an Apprenticeship Agreement with each Apprentice whereby each Apprentice is employed for a minimum of 12 months and 30 hours per week. A copy of this document must be provided to Interserve and the Apprentice.
- (b) Ensure that the Apprentice is at all times during the Apprenticeship an employee of the Employer and paid at least the minimum wage required by Law.
- (c) Ensure that each Apprentice is eligible to work in the United Kingdom.
- (d) Support Interserve and the Apprentice to agree the Individual Learning Plan at the outset of an Apprenticeship.
- (e) Co-operate with Interserve and the Apprentice in all matters relating to the Services, including (but not limited to) providing Interserve with access to the Employer’s premises as reasonably required to carry out the Services, providing suitable opportunities for Apprentices to develop and learn in the workplace, facilitating an Apprentice’s attendance at training and on programme assessment, and providing Interserve with such information as may be reasonably required to perform the Services.
- (f) Provide Interserve with at least 5 working days notice of any cancellations of training sessions or appointments by an Apprentice.
- (g) Provide Interserve in a timely manner (and in any event, within no later than 5 working days of such request) with all such documents, information and materials in any form as Interserve may reasonably require under this Agreement or the ESFA Rules and ensure they are accurate and complete in all material respects.
- (h) Obtain the Apprentice’s express written consent that data relating to them (held by the Employer) may be transferred to Interserve (and its subcontractors) for the purposes of the Services and such consent to include the right of Interserve to transfer data and information held by Interserve relating to the Apprentice and the Employer.
- (i) Immediately notify Interserve of any change of circumstances to any of the Apprentices, including (but not limited to) where an Apprentice exists their Apprenticeship.
- (j) Provide feedback to Interserve on the Apprentice’s experience for the purposes of Interserve quality control.
- (k) Comply with all reasonable requests of a third party that is undertaking a review, audit or inspection of the Services, including but not limited to the ESFA and Ofsted.
- (l) Ensure that any Apprentices are protected at work from any risk to their health and safety.
- (m) Comply with all applicable diversity, employment, anti-bribery, safeguarding, equality & health & safety Laws.
- (n) Maintain Employer’s liability insurance as required by Law.
- (o) At all times have regard to, and act in accordance with, the ESFA Rules.
- (p) Agree with the Training Provider the identity of and co-operate with the End Point Assessment Organisation (in section A of this Agreement);

## 5. CHARGES

5.1 Interserve will request the ESFA Charges from the ESFA in accordance with ESFA Rules.

5.2 To the extent the Charges require Employer Co-Investment::

(a) Where the Charges are equal to or less than two hundred and fifty pounds (£250) per Apprentice, or where the Employer opts to pay 100% of the Charges at month 1 and the Charges are over two hundred and fifty pounds (£250) per Apprentice, the Employer shall pay to Interserve a lump sum payment equal to 100% of the total Employer Co-Investment (inclusive of any VAT), Charges are payable within 5 days of date of Invoice. ("Payment Option A"); or

(b) Where the charges are above two hundred and fifty pounds (£250) per Apprentice, the Employer shall pay to Interserve a, initial lump sum payment equal to 50% of the total Employer Co-Investment (inclusive of any VAT), Charges are payable within 5 days of date of Invoice. The Employer shall pay Interserve a second lump sum of 50% of the total Employer Co-Investment (inclusive of any VAT), 30 days after the initial Charges within 5 days of date of Invoice. ("Payment Option B").

5.3 In the event an apprentice leaves employment or the Apprentice is terminated or made redundant from employment with the Employer, in line with P258 of the Funding Rules the Employer agrees to pay 100% of the co-investment to Interserve within 5 days of date of invoice,

5.4 If any sums owing to Interserve are overdue, it may charge interest on the outstanding amount in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 and any regulations made thereunder from the due date until the date of payment.

5.5 If any sums owing to Interserve are overdue for more than 14 days of date of invoice, Interserve may at its sole discretion remove the learner from programme.

5.6 If any sums owing to Interserve are overdue for more than 30 days of date of invoice, Interserve may refer the debt onto a debt collection agency.

5.7 The Employer shall not be entitled to exercise any set-off, lien or similar claim in relation to the Charges.

5.8 Only where the Employer has paid the Charges in error is the Employer entitled to a refund of Charges, in any other circumstance Charges are none refundable.

5.9 To the extent the Employer fails to notify Interserve more than 21 days prior to the original EPA booked date, EPA Cancellation or rescheduling; if the Employer fails to reschedule or cancel the EPA more than 21 days prior to the original EPA booking, the Employer shall pay Interserve 100% of the EPA cost, this will be payable on 5 working days of receipt of date invoice

5.10 The Employer will be invoiced for 50% of the EPA Cost of the second and any subsequent End Point Assessment. For the purposes of this clause, EPA Cost shall mean any costs (including fees, travel, and any other costs) incurred by the Training Provider to deliver an End Point Assessment

5.11 Inform Interserve 21 days in advance of the original EPA booked date.

In the event that the Employer fails to notify Interserve 21 days prior to the original EPA booked date or the Apprentice fails to turn up, the Employer will be charged in line with clause 5.8 (Charges) of this Agreement. When an Apprentice doesn't turn up due to unforeseen circumstances, it will be at the discretion of Interserve as to whether the Charges will be applicable

## 6. LIMITATION OF LIABILITY

6.1 Nothing in this Agreement shall limit or exclude the other party's liability for:

- (a) death or personal injury caused by its own negligence;
- (b) fraud or fraudulent misrepresentation; or
- (c) any other liability which cannot be limited or excluded by Law.

6.2 Subject to clause 6.1, Interserve shall not be liable to the Employer, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this Agreement for loss of profits, loss of sales, loss of agreements or contracts, loss of anticipated savings, loss of (or damage to) goodwill, loss of or corruption to software, data or information or any indirect or consequential loss.

6.3 Subject to clause 6.1, Interserve's total liability to the Employer, whether in contract, tort (including negligence), for breach of statutory duty, misrepresentation or otherwise, arising under or in connection with the performance of this Agreement shall be limited to the total Charges paid during the 12 months immediately preceding the date on which the claim arose.

## 7. EMPLOYER INDEMNITY

7.1 The Employer warrants that it shall indemnify Interserve against all loss, damages, costs, claims and expenses suffered by Interserve as a result of the Employer providing incorrect information to Interserve or failing to disclose any information to Interserve that was reasonably required, including but not limited to, where Interserve is unable to claim Charges or where there is a recovery of funds from Interserve by the ESFA.

## 8. CONFIDENTIALITY AND DATA PROTECTION

The Parties agree to comply with their respective obligations under schedule (a) data Protection.

8.4 Each party shall take all reasonable precautions not to disclose to any third party any confidential information concerning the parties' business, affairs, customers, clients or suppliers of the other party including without limitation any assignment instructions and the contents of this Agreement.

8.5 This obligation shall not apply to information that is or becomes public knowledge through no fault of the parties or which the receiving party can prove was lawfully in its possession before the date of disclosure; or is received from any third party having the right to disclose such information; or the disclosing party has by written approval agreed may be disclosed to third parties.

## 9. INTELLECTUAL PROPERTY RIGHTS

9.1 Interserve (or its licensor's or subcontractors, as applicable) shall retain ownership of all IPR in its Training Materials.

9.2 Interserve grants to the Employer a non-exclusive, non-transferable, royalty free licence to use the Training Materials for the duration of the Services.

9.3 Any Training Materials or other information provided to the Employer for the purposes of the Services shall be kept confidential by the Employer, subject to the Apprentice's rights to use such materials for the purposes of the Apprenticeship.

## 10. FORCE MAJEURE

10.1 Neither party shall be liable to the other for any failure or delay in carrying out its obligations hereunder where such failure or delay is caused by circumstances beyond its control which it could not reasonably be expected to have foreseen at the time the Agreement was made and whose effect it could not reasonably have avoided or overcome (a "Force Majeure Event"), provided that this clause shall not apply to an obligation to pay the Charges.

10.2 As soon as reasonably practicable after the start of the Force Majeure Event if a party is prevented, hindered or delayed from performing any of its obligations under this Agreement (the "Affected Party") it shall notify the other party 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.

10.3 The Affected Party shall use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.

10.4 If a Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than 3 months, the other party may terminate this Agreement by giving 1 (one) month's written notice to the Affected Party.

## 11. ASSIGNMENT AND SUBCONTRACTING

11.1 Subject to clause 11.2, and save to a company whose ultimate parent is the same as the ultimate parent of that party, neither party may assign or transfer any of its rights and obligations under this Agreement without the written consent of the other party.

11.2 Interserve may subcontract performance of the Services provided that Interserve shall remain responsible for performance of the Services by that subcontractor.

## 12. GENERAL

12.1 This Agreement forms the entire agreement between the parties relating to the provision of the Services. It replaces and supersedes any previous proposals, correspondence, understandings or other communications whether written or oral.

12.2 Any and all variations to this Agreement shall be recorded in writing and signed by both parties before implementation.

12.3 If any term or provision in this Agreement shall be held to be illegal or unenforceable, in whole or in part, under any enactment or rule of Law, such term or provision or part shall to that extent be deemed not to form part of this Agreement but the validity and enforceability of the remainder of this Agreement shall not be affected.

12.4 No waiver, delay or failure by either party in enforcing any provision of this Agreement shall prejudice or restrict the rights of that party under this Agreement, nor shall waiver by either party of any breach operate as a waiver of any subsequent breach.

12.5 No one other than a party to this Agreement, their successors and permitted assignees shall have a right to enforce any of its terms in accordance with the Contracts (Rights of Third Parties) Act 1999.

12.6 Any notice required to be given under this Agreement shall be addressed to the relevant party at the address specified in this Agreement or as notified by the parties to each other from time to time.

12.7 This Agreement shall be construed in accordance with the laws of England and the Courts of England and Wales shall have exclusive jurisdiction in relation to any matters arising out of this Agreement (except enforcement of an order made by the Courts of England and Wales).

## Schedule A DATA PROTECTION

1.1 Both parties will comply with all applicable requirements of the Data Protection Legislation.

1.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Employer is the data controller and Interserve is the data processor (where Data Controller and Data Processor have the meanings as defined in the Data Protection Legislation). Schedule A sets out the scope, nature and purpose of processing by the Employer, the duration of the processing and the types of personal data (as defined in the Data Protection Legislation, Personal Data) and categories of Data Subject.

1.3 Without prejudice to the generality of clause 1.1, the Employer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to Interserve for the duration and purposes of this agreement.

1.4 Without prejudice to the generality of clause 1.1, Interserve shall, in relation to any Personal Data processed in connection with the performance by Interserve of its obligations under this agreement:

- (a) Process that Personal Data only on the written instructions of the Employer unless Interserve is required by the laws of any member of the European Union or by the laws of the European Union applicable to Interserve to process Personal Data (Applicable Laws). Where Interserve is relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, Interserve shall promptly notify the Employer of this before performing the processing required by the Applicable Laws unless

those Applicable Laws prohibit Interserve from so notifying Interserve;

(b) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by Interserve, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, 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 (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

(c) ensure that access to the Personal Data is limited to only those personnel of Interserve who need access to the Personal Data in order to meet the Employer's obligations under this agreement and that all such personnel:

(i) are informed of the confidential nature of the Personal Data;

(ii) are obliged to keep the Personal Data confidential;

(iii) have undertaken training in the Data Protection Legislation; and

(iv) are aware both of the Employers duties and their personal duties and obligations under the Data Protection Legislation and this agreement.

(d) not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Employer has been obtained and the following conditions are fulfilled:

(i) the Employer has provided appropriate safeguards in relation to the transfer;

(ii) the Data Subject has been granted enforceable rights and effective legal remedies;

(iii) the Employer complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and

(iv) the Employer complies with reasonable instructions notified to it in advance by the Employer with respect to the processing of the Personal Data;

(e) provide full co-operation and assistance to the Employer in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

(f) notify the Employer immediately upon becoming aware of a Personal Data breach (including without limitation, any destruction, loss, alteration, unauthorised disclosure of, or access to, the Personal Data);

(g) at the Employers request, provide the Employer with a copy of all the Personal Data held by it in the format and on the media reasonably specified by Interserve;

(h) at the written direction of the Employer, delete or return Personal Data and copies thereof to the Employer at any time and in any event upon termination of the agreement unless required by Applicable Law to store the Personal Data; and

(i) maintain complete and accurate records and information to demonstrate its compliance with this clause and the Data Protection Legislation.

1.5 The Employer shall be entitled, on giving at least 5 business days' notice to Interserve, to inspect or appoint representatives to inspect all facilities, equipment, documents and electronic data relating to the processing of Personal Data by Interserve. The requirement to give notice under this clause shall not apply if the Employer believes that Interserve or its personnel is in breach of the Data Protection Legislation or any of the Employers obligations under this clause.

1.6 Subject to the Employer providing prior written consent, Interserve may appoint a third-party processor of Personal Data under this agreement where Interserve has provided the Employer with full details of such third-party processor. As a condition precedent for such consent being issued by Interserve, Interserve will confirm that it has entered or (as the case may be) will enter with the third-party processor into a written agreement incorporating terms which are substantially similar to those set out in this schedule. As between the Employer and Interserve, Interserve shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this schedule as if they were the acts or omissions of the Employer.

1.7 The Employer shall ensure that it does not knowingly or negligently do or omit to do anything which places the Employer in breach of Interserve's obligations under the Data Protection Legislation.

1.8 Notwithstanding any other provisions of this agreement Interserve agrees, without limitation, to indemnify and keep indemnified and defend at its own expense the Employer against all costs, claims, damages, fines, penalties, expenses or 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) which the Employer may suffer or incur arising out of or in connection with any breach of the Data Protection Legislation by Interserve or its personnel (or by any sub-processor appointed pursuant to clause 1.6) or any failure by Interserve or its personnel to comply with any of its obligations under this clause 1.8.

#### Processing, Personal Data and Data Subjects

Scope - The Training Provider will provide Apprenticeships for the Employer.

Duration - The term of the Agreement and is required by ESFA Rule.

Nature - The personal data transferred will be subject to the one or more of the following processing activities, (1) holding/storing, (2) referencing, (3) disposing/destroying, (4) analysing, (5) altering/updating, (6) using/applying, (7) transferring to third parties, and such other processing activities as may be instructed by the Company from time to time.

Purpose of processing - The purpose of the processing data will be for providing Apprenticeships for the Employer.

Data subjects - The personal data transferred concerns the following categories of individuals (select as appropriate):

The Company's staff - including past, current and prospective Directors, employees, contractors, volunteers, agents, temporary and casual workers of Group Companies and JVs (including past, current and prospective members of staff)

Relatives, guardians and associates of the Company's staff (including past, current and prospective members of staff)

Categories of data

The personal data transferred concerns the following categories of data Names, Place of birth, Signatures, Personal addresses, Date of birth, Personal contact details, Gender, Pension details, Marital status, Work contact details, Personal relationship, Job details, Assignment details, Employee identification numbers, Performance review/rating, National or foreign identification numbers, Passport and or visa details, Nationalities, Other (please specify:.....).

Special categories of data

The personal data transferred concerns the following special categories of data

Racial/ethnic origin, Data concerning health.



**European Union**  
European  
Social Fund