



## **CONTRACT FOR SERVICES**

### **1 Basis of the relationship between you (the Supplier) and Northern Ireland Council for the Curriculum Examinations & Assessment (CCEA).**

CCEA wishes to engage the services of the Supplier for the purpose of carrying out work in relation to examinations and assessment. This document, together with the letter of appointment and Schedule, sets out the terms on which you will provide services to CCEA as a supplier.

In accepting this contract, the Supplier agrees to accept the engagement on the terms set out in this Agreement.

As a supplier, you are not an employee, worker, agent, director or officer of CCEA and nothing in this agreement is intended to create any such relationship. You have no authority to represent and must not claim to represent or enter into any commitments on behalf of CCEA in any respect.

For the avoidance of doubt, Suppliers shall have no expectation of continuing engagement and/or any right to renewal of this contract following contract conclusion / termination, howsoever arising (see clauses 6 & 7).

### **2 Services**

#### **It is agreed:**

The Supplier shall provide the services (the “Services”) in relation to the matters referred to in the Schedule together with such other services as may be agreed from time to time, in accordance with the procedures detailed herein and in the Schedule. The Supplier shall carry out the Services in a timely and professional manner and in compliance with the highest standards of relevant established current practice – the Regulatory Code of Practice and General Conditions of Recognition.

The Supplier warrants that he/she has the necessary qualifications, subject expertise, knowledge and ICT capability to perform the Services. The Supplier warrants that any work undertaken electronically will not be performed in a public place and/or connected to a public network.

The Supplier is required to keep CCEA informed of the status of all work in relation to the Services set out in the Schedule and is accountable to the Education Manager (Subject Officer) who may delegate responsibility for some aspect of the work to the Supplier. The Supplier agrees to inform CCEA immediately of any issue, which could have an adverse effect on CCEA.

The Supplier shall not assign, transfer, sub-contract or in any other manner, make over to any third party the benefit or burden of any services identified in the Schedule without the consent of CCEA. Approval of such assignee/subcontractor shall be at CCEA's sole discretion, and the Supplier shall ensure that any such individual abides by the terms of this agreement and shall remain jointly and severally liable for any failure on their part to do so. For the avoidance of doubt the Supplier shall not be permitted to assign to subcontract to an individual who has previously supplied services to CCEA and had their contract terminated for breach of the agreement.

### **3 Time for provision of Services**

#### **It is agreed:**

There are no specific days of the week or hours during which the Supplier shall provide Services, however the particular requirements for the Services as set out in the Schedule must be met within agreed timescales and the Supplier must agree to make him/herself available to carry out the Services. The Supplier will be required to:

- attend arranged meetings organised according to CCEA's question paper production, examination/assessment and/or training schedules; and
- meet all requirements for post results services.

Advance notice will be given of meetings. The Supplier, when representing CCEA, must not attend meetings/events or visit centres with anyone other than authorised staff/suppliers.

CCEA will endeavour to provide as much notice as possible if a meeting is cancelled but due to the nature of the work, meetings are sometimes cancelled at short notice.

### **4 Fees**

#### **It is agreed:**

In consideration of the provision by the Supplier of the Services, CCEA will pay a fee specific to the work the Supplier has undertaken in accordance with this agreement. Further information on fees can be requested from the CCEA Education Manager (Subject Officer).

Payment will be subject to the Services undertaken being completed within agreed timescales and to a satisfactory standard. If the Supplier

is unable to carry out the Services for any reason he/she will not be entitled to receive any fees in respect of that period.

## **5 Expenses**

### **It is agreed:**

CCEA shall reimburse the Supplier for any expenses reasonably and properly incurred by the Supplier in the provision of the Services on presentation of a properly authorised claim form with supporting receipts.

Claimants travelling by car or carrying passengers on CCEA business do so entirely at their own risk and are advised to check that their own car insurance covers such travel. No claim will be accepted by CCEA in respect of any liability arising directly or indirectly from such use.

Where contractors car / taxi share, only one claim must be made for individual miles travelled and car parking.

For a full breakdown of what can or cannot be claimed, along with the associated rates and limits, please refer to CCEA Contract for Services Expenses Policy. These rules, rates and limits are subject to regular review and reference should be made to the site for the latest version.

Please note that key payment data may be provided to bodies responsible for auditing and administering public funds for the purposes of preventing and detecting fraud. It is CCEA policy to refer all instances of fraudulent activity to the Police Service of Northern Ireland. For more details, please contact CCEA Financial Services.

**Claims must be made within three months of incurring the expense. Claims presented after this period will not be processed for payment.**

**CCEA has many procedures, systems and controls in place to avoid the occurrence of overpayments. However, should an overpayment occur, CCEA will seek to recover this irrespective of value, cause or length of time. All contractors have a responsibility to check each remittance advice and notify CCEA of any overpayment.**

## **6 Commencement and Term**

### **It is agreed:**

This contract is to cover the schedule of services from 1 October 2021 to 24 September 2022.

During the contract period either party may terminate the Agreement on two months' written notice, for example, if there is insufficient volume of work or if the service is no longer needed. For the avoidance of doubt, CCEA is under no obligation to offer further invitations to the

Supplier to provide services beyond the period set out in this contract and the Supplier is under no obligation to offer any further services to CCEA.

## 7 Termination

### **It is agreed:**

Notwithstanding the provisions of clause 6 CCEA shall be entitled by writing to the Supplier to terminate this Agreement with immediate effect and with no liability to make any further payment to the Supplier (other than in respect of amounts accrued before the termination date) in the event any serious or repeated breach or non-observance of the Supplier's obligations hereunder or if the Supplier fails to perform the Services as detailed in the Schedule or any part thereof to CCEA's reasonable satisfaction.

Examples of any serious breach or non-observance include, but are not limited to:

- ✓ conduct deemed to be contrary to the best interests of CCEA; and/or
- ✓ conduct deemed to be contrary to the conditions set out in this contract; and/or
- ✓ breach of confidentiality; and/or
- ✓ failure to comply with the Schedule; and/or
- ✓ failure or refusal to comply with the requirements of the current, relevant Codes of Practice; and/or
- ✓ failure or refusal to comply with the requirements of the current, relevant procedures or instructions from CCEA; and/or
- ✓ failure or refusal to supply a service as reasonably required by CCEA; and/or
- ✓ performance of the Services in a manner which in the reasonable opinion of CCEA is negligent or incompetent; and/or
- ✓ bringing into disrepute the name, reputation and interest of CCEA, its employees, directors, officers, other people associated with CCEA or its products or services (this includes use of social media); and/or
- ✓ examinations or assessment malpractice (not restricted to CCEA qualifications); and/or
- ✓ breach of any relevant CCEA policies/procedures; and/or
- ✓ fraud – e.g. making fraudulent claims for expenses; and/or
- ✓ failure to accept the Contract for Services or complete relevant forms associated with re-contracting and/or
- ✓ committing any offence under the Bribery Act 2010; and/or
- ✓ being convicted of a criminal offence (other than an offence under Road Traffic Legislation in the UK or elsewhere for which a fine or non-custodial penalty is enclosed) and/or being under any investigation which may affect their position as a Supplier.

Notwithstanding the above, CCEA may terminate this Agreement with

immediate effect with no liability to make any further payment to the Supplier (other than in respect of amounts accrued before the termination date) if at any time the Supplier is incapacitated (including by reason of illness or accident) from providing the Services for an aggregate of 30 days in any 52-week consecutive period without providing to CCEA's absolute and sole satisfaction a suitable replacement by way of a subcontractor in accordance with Clause 3. In exceptional circumstances CCEA may also terminate in the event of a CCEA administrative error. In the event of Termination under Clause 7 or in the event that CCEA deems the Supplier unsuitable for continued engagement, the Supplier will not be engaged by CCEA to provide any future Services. The Supplier will ensure confidentiality in relation to previous services provided to CCEA, to include work carried out in relation to examination question paper materials. Failing to ensure confidentiality will be seen as a breach in the contractual agreement as held with CCEA and will be fully investigated.

The Supplier warrants and represents that it has disclosed to CCEA any information potentially constituting malpractice under this clause prior to entering into this agreement and that it will immediately report to CCEA any suspected or potential malpractice issue either regarding them directly or indirectly which arises in the course of this or any other work and as may be identified in the course of their work with CCEA

## **8 Confidentiality**

### **It is agreed:**

During the course of this Agreement the Supplier is likely to obtain knowledge or information (including, without limitation, written, oral, visual or electronic form; or on any magnetic or optical disk or memory or cloud storage) relating to the business and affairs of CCEA and/or its stakeholders which is confidential to CCEA and/or its stakeholders. This will be of confidential technical or commercial information including, but not limited to, question papers, mark schemes and details of the examining or moderating team (s) and information from CCEA meetings, emails and other documentation and including information that the Supplier creates, develops, receives or obtains in connection with this Agreement. Whether or not such information (if in anything other than oral form) is marked confidential ("Confidential Information") and accordingly the Supplier hereby agrees to accept the following restrictions and warrants that:

- a) The Supplier shall not (except in the proper course of his/her duties), either during the term of the Agreement or at any time after the termination of this Agreement: use or disclose to any third party (and shall use his/her best endeavours to prevent the publication or disclosure by any third party of) any Confidential Information. This restriction does not apply to:
  - (i) any use or disclosure authorised by the CCEA or required by law; and/or
  - (ii) any information which is already in or comes into the public domain other than through the Supplier's unauthorised disclosure.

The Supplier agrees not to communicate, without the prior written consent of CCEA, any confidential, technical, or commercial information of CCEA or its stakeholders, including, but not limited to, question papers, mark schemes, information from CCEA meetings and details of CCEA's Contract for Services (CfS) personnel. This restriction will continue to apply after the termination of this Agreement without limit in time but will cease to apply to information which may come into the public domain otherwise than through unauthorised disclosure by the Supplier.

b) The Supplier shall not disclose the terms of this Agreement except by the extent required by law or in confidence to the Supplier's professional advisers and then solely for advice in relation to this agreement.

c) The Supplier must not undertake any of the Services or display or discuss material relating to the Services in a public place.

For the avoidance of doubt, any breach of the clause will constitute a fundamental breach of contract entitling CCEA to terminate the contract with immediate effect.

## **9 Documents and Other Property**

### **It is agreed:**

All papers, audio and audio-visual recordings, documents or other materials provided to the Supplier by CCEA, and all other papers, drawings or other printed, written or computer readable material prepared by the Supplier in whatever form shall be retained in connection with the performance of the Services and shall be the sole and exclusive property of CCEA. At CCEA's request or on the termination of this Agreement the Supplier must deliver to CCEA all associated documents and materials and must not make or retain copies. Documents, papers and other materials must be provided in a format agreed by CCEA. Subject to CCEA's data retention guidelines, the Supplier must irretrievably delete any information relating to the Services stored on any magnetic or optical disk or memory and all matter derived from such sources which is in the possession or under his/her control outside the premises of CCEA. The Supplier shall provide a signed statement that he/she has fully complied with his/her obligations under this clause together with such evidence of compliance as CCEA may reasonably request.

The Supplier will at all times be responsible for the security of any documents, papers or other materials in his/her possession, including for example materials held on personal computer, memory sticks, CDs or the Cloud and will also ensure that any computer readable items are not corrupted by improper use or infected by a computer virus.

## **10 Intellectual Property Rights & Copyright**

### **It is agreed:**

The Supplier agrees to disclose to CCEA full details of any Work (in this clause 'Work' means any idea, method, invention, discovery, design or other work) made or created by him /her during provision of

the Services or relating to or capable of being used in those aspects of the business of CCEA to which the Services relate. CCEA will own the copyright and all other intellectual property rights in the Work and the Supplier will have a non-exclusive, non-transferable licence to use the Work solely for the provision of the Services.

The Supplier acknowledges that, except as provided by law, no further fees or compensation other than those provided for in this agreement are due or may become due to the Supplier in respect of the performance of his/her obligations under this clause.

The Supplier undertakes, at the expense of CCEA, at any time either during or after the engagement, to execute all documents, make all applications, give all assistance and do all acts and things as may, in the opinion of CCEA be necessary or desirable to vest the intellectual property rights in, and to register them in, the name of CCEA and to defend the Supplier against claims that works embodying intellectual property rights or inventions infringe third party rights, and otherwise to protect and maintain the intellectual property rights in the Works and the inventions.

The Supplier agrees to waive irrevocably all moral rights as they arise under the Copyright Designs and Patent Act 1988 in relation to any Work in so far as permissible by law.

By engaging in this Agreement, the Supplier guarantees that the Services provided are exclusively that of the Supplier and have not been copied wholly or substantially from any other work or material and no other unauthorised person has been involved in its production.

The Supplier agrees to inform CCEA of the details, including title, author, publisher and ISBN number of any copyright material used.

## **11 Data Protection –**

### **It is agreed:**

CCEA will collect and process information relating to the Supplier in accordance with the Privacy Notice which can be accessed via the following link <https://ccea.org.uk/legal/privacy-notice>

The Supplier and CCEA acknowledge that for the purposes of the Data Protection Legislation (any data protection legislation from time to time in force in the UK including the Data Protection Act 2018 or any successor legislation and (for so long as and to the extent that the law of the European Union has legal effect in the UK) the General Data Protection Regulation ((EU) 2016/679) and any other directly applicable European Union regulation relating to privacy) CCEA and the Supplier are both the data controllers.

The Supplier and CCEA will comply with the Data Protection Legislation. The Supplier hereby consents to CCEA processing the Supplier's personal data, including but not limited to the recording of meetings, both in person and virtual meetings, including MS Teams and other virtual platforms.

The Supplier shall, in relation to any personal data as defined in the Data Protection Legislation (**Personal Data**) processed in connection with the engagement:

- ✓ Process that Personal Data only on written instructions of CCEA.
- ✓ Keep the Personal Data confidential.
- ✓ Comply with CCEA's Data Protection Policy and data retention guidelines.
- ✓ Comply with CCEA's reasonable instructions with respect to processing Personal Data.
- ✓ not transfer any Personal Data outside of the European Economic Area without CCEA's prior written consent.
- ✓ Assist CCEA in responding to any data subject access request and to ensure compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, privacy impact assessments and consultations with supervisory authorities or regulators.
- ✓ Notify CCEA without undue delay on becoming aware of a Personal Data breach or communication which relates to CCEA's or the Supplier's compliance with the Data Protection Legislation.
- ✓ At the written request of CCEA, delete or return Personal Data and any copies thereof to CCEA on termination of the engagement unless required by the Data Protection Legislation to store the Personal Data.
- ✓ Maintain complete and accurate records and information to demonstrate compliance with this clause and allow for audits by CCEA or CCEA's designated auditor.

The Supplier shall ensure that he has in place appropriate technical or organisational measures, reviewed and approved by CCEA, 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. Such measures may include, where appropriate:

- ✓ 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
- ✓ regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it.

CCEA does not agree to the Supplier appointing any third-party processor of Personal Data under this agreement.

The Supplier shall have personal liability for and shall indemnify CCEA for any loss, liability, costs (including legal costs), damages, or

expenses resulting from any breach by the Supplier of the Data Protection Legislation and shall maintain in force full and comprehensive Insurance Policies.

For the avoidance of doubt, the contact details of the Supplier may be shared with relevant members of the team overseeing the Services within CCEA as deemed necessary by CCEA for the performance of this contract.

## **12 Child Protection**

### **It is agreed:**

Suppliers may be subject to an AccessNI criminal records check in accordance with the Safeguarding Vulnerable Groups (NI) Order 2007, as amended by the Protection of Freedoms Act 2012.

CCEA will ensure that all information will be treated confidentially, sensitively and fairly. Further, as this information would be categorised as “sensitive personal data” under the Data Protection Act 2018, it is necessary that we process the information fairly, and that we obtain the Supplier’s written consent to carry out the necessary check.

The Supplier warrants and represents that it has disclosed all information to CCEA of any past or present child protection issues of which they are aware and will continue to do so during the term of this agreement.

## **13 Freedom of Information**

### **It is agreed:**

The Supplier acknowledges that CCEA is subject to the requirements of the Freedom of Information Act 2000 (FOIA) and the Environmental Information Regulations 2004 and shall assist and co-operate with CCEA to enable CCEA to comply with these information disclosure requirements.

The Supplier where applicable shall:

- transfer the Request for Information to CCEA as soon as practicable after receipt and in any event within two working days of receiving a Request for Information;
- provide CCEA with a copy of all information in his/her possession or power in the form that CCEA requires within five working days (or such other period as CCEA may specify) of CCEA requesting that information; and
- provide all necessary assistance as reasonably requested by CCEA to enable CCEA to respond to a Request for Information within the time for compliance set out in section 10 of the Freedom of Information Act 2000 (or regulation 5 of the Environmental Information Regulations 2004).

## **14 Facilities and Equipment**

### **It is agreed:**

The Supplier shall be responsible for the provision and maintenance (at the Supplier's own expense) of any business technology, telephone, computer and/or other facilities and equipment required for the proper provision of the Services. The Supplier is responsible for the costs of printing documentation required for the performance of the Services. The Supplier shall ensure that IT hardware and software, used in the provision of the Services to include, but not limited to, Microsoft Teams, shall be to the standard required by CCEA. CCEA reserves the right to terminate this agreement in the event that the Supplier does not comply with this clause. The Supplier shall notify CCEA immediately in the event of any security breach or suspected security breach of his/her IT equipment or systems.

## **15 Conflict of Interest and Other Activities**

### **It is agreed:**

The Supplier shall be free to provide services to third parties during the currency of this Agreement provided these do not lead to any conflict of interest with the activities and statutory functions of CCEA.

The Supplier will abide by the terms of CCEA's Conflict of Interest Policy in line with the Regulatory General Conditions of Recognition.

The Supplier shall not, without the prior written permission of the relevant CCEA Business Manager, use the CCEA name for the Supplier's own commercial or non-commercial purposes or whilst carrying out any other services under any other agreement with CCEA, or allow it to be so used, whether expressly or by implication. For the avoidance of doubt this restriction shall apply during the agreement and at any time after the termination comes about. The Supplier will abide by the terms of CCEA's Endorsement Policy as appropriate.

The Supplier must advise the relevant CCEA Education Manager in writing, of their involvement in any current or planned future commercial or non-commercial activity and/or any other interests whatsoever that may be significant to, of relevance to, or bear upon the work and operation of CCEA. CCEA will respond in writing confirming its determination of whether the activity is/is not a conflict of interest. This determination shall be final and binding on both parties.

Should the Supplier be engaged in services for any educational or commercial organisations, for example, in the capacity as a speaker/trainer/consultant/author, the Supplier must avoid reference to his/her contract with CCEA. If reference is necessary and approved in writing, the Supplier must make it clear to all parties that his/her views/opinions or mediation of materials are not necessarily those of CCEA.

The Supplier must provide CCEA's Education Manager with a copy of any materials for example promotional posters, speeches, presentations, learning activities in advance of the activity taking place so that CCEA can ensure that there is no conflict of interest that may compromise CCEA's independence and statutory functions.

The provision of private tuition to any person who is a candidate for any assessment for which the Supplier has been contracted to provide any Services is strictly forbidden and would constitute a fundamental breach of contract.

The Supplier is required, using a CCEA Declaration of Interests Form, to inform CCEA if he/she is closely related to or has a close relationship with any person preparing for any assessment or school or training centre offering CCEA assessments for which the Supplier has been contracted to provide services; this includes any person taking the assessment or teaching the assessment and to identify on the aforementioned form which centre (s) she/he is currently teaching in or has a past history of teaching and/or managing in. The Supplier will make CCEA aware immediately if this changes within the lifetime of the contract.

The Supplier is required, using a CCEA Declaration of Interests Form to declare any relationship, interests (commercial or otherwise) that might constitute a conflict of interest.

The Supplier must not communicate directly with centres, teachers or candidates on assessment matters. Any communication on the subject of the relevant assessment between centres, teachers or candidates and the Supplier must, unless with prior approval from the Education Manager, be made through CCEA and not directly between the parties concerned. Should the Supplier receive or wish to make any such communication, it must be referred to CCEA.

The Supplier must not discuss the Services on online and/or on social media and networking sites.

For the avoidance of doubt, if the Supplier acts in breach of this clause and engages in conduct which constitutes a conflict of interest this would represent a fundamental breach of this contract and would entitle CCEA to terminate the contract without notice. Furthermore, a breach of contract may in the appropriate circumstances lead to claims for compensation from the Supplier for loss incurred as a result of said breach.

CCEA retains the right to determine whether a conflict of interest exists and will take action accordingly.

## **16 Anti-Bribery and Corruption**

The Supplier confirms that he/she has not given, offered, or agreed to give or accepted any gift of any kind or hospitality as an inducement or reward for doing or refraining from doing or for having done or for having refrained from doing any act in relation to the Services. The Supplier should not do anything which might give rise to the impression that he/she has done any of the above.

## **17 Status and Liability**

### **It is agreed:**

In the acceptance of the contract, the Supplier is entering into this Agreement as a self-employed independent contractor and shall not be entitled to any benefits offered to employees of CCEA. The Supplier shall not be an agent of CCEA, nor shall the Supplier have the authority or power to bind CCEA or to contract in the name of or create liability against CCEA in any way and for any purpose save as expressly authorised in writing by CCEA from time to time.

## **18 Indemnity**

### **It is agreed:**

The Supplier shall indemnify CCEA 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 reasonable professional costs and expense) suffered or incurred by CCEA arising out of or in connection with:

1. Any breach of the restrictions and warranties contained in clause 8 in respect of confidentiality, including, but not limited to, any breach arising from the unauthorised disclosure of an exam paper or mark scheme or any confidential documentation relating to the Services;
2. Any breach of clause 5 by the Supplier;
3. The Supplier's breach or negligent performance or non-performance of this agreement;
4. The enforcement of this agreement;
5. Any claim made against CCEA by a third party arising out of or in connection with the provision of the Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of this agreement by the Supplier.
6. Any liability arising from any employment-related claim, or any claim based on worker status (including reasonable costs and expenses) brought by the Supplier against CCEA arising out of or in connection with the provision of the Services, except where such claim is as a result of any act or omission of CCEA.

## **19 Taxes and National Insurance**

### **It is agreed:**

The Supplier and CCEA declare and confirm that it is the intention of the parties that the Supplier shall have the status of a self-employed person.

**In order to work for CCEA, the Supplier must have a valid UK National Insurance number.** CCEA records all Suppliers' National Insurance numbers for computer identification and taxation purposes.

#### Tax

Fee payments made to all Suppliers are subject to PAYE tax. CCEA is obliged to deduct tax at the basic rate at source from all fee payments or apply tax codes as notified by HMRC.

The Supplier's tax affairs are his/her own responsibility, and the Supplier must liaise directly with HMRC in relation to correction of any error relating to tax deductions. (ph: 0300 200 3300)

Please note that fee payments from CCEA may cause the Supplier to become liable to tax at the higher rate. Enquiries on these matters should be addressed to HMRC (ph: 0300 200 3300). Reimbursement of travel and other expenses incurred on CCEA business are not taxable.

A remittance advice slip will be issued with each payment, setting out the gross fee and the Income Tax deduction, and any pension contributions deducted as a result of automatic enrolment into a pension scheme, as well as any reimbursed expenses. You should retain your remittance advice for tax purposes, as duplicate copies cannot be issued.

The Income Tax treatment of fees payable to Suppliers is in accordance with HMRC guidance. It does not alter your status under this Agreement and should not be construed as indicating any relationship of employee or officer of CCEA.

#### National Insurance

National Insurance is covered by the terms of the Social Security (Categorisation of Earners) Regulations 1978 (SI 1978/1689). CCEA does not operate Class I National Insurance on fees. The Supplier shall be solely responsible for all National Insurance contributions in connection with the fees payable under the terms of this Agreement for the provision of the Services.

## **20 Force Majeure**

### **It is agreed:**

If either party to this contract is prevented or delayed in the performance of any of their respective obligations under this contract by "force majeure", then such party shall be excused from performance for so long as such cause or delay may continue. If the period of delay or non-performance continues for one month, CCEA may terminate this agreement by giving 7 calendar days' written notice to the Supplier.

For the purposes of this contract, "force majeure" shall be deemed to be any cause affecting the performance of this contract arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of either party and shall include, but not be limited to:

- ✓ strikes, lockouts or other industrial action;
- ✓ civil commotion, riot, act of terrorism, war threat or preparation for war;
- ✓ fire, explosion, storm, flood, earthquake, subsidence, epidemic, bad weather or other natural physical disaster;
- ✓ impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;
- ✓ epidemic or pandemic;
- ✓ any law or any action taken by a government or public authority which makes performance of the agreement impossible; and
- ✓ political interference with the normal operations.

## **21 Survival of the causes of action**

### **It is agreed:**

The termination of this contract, howsoever occurring, shall not affect the rights and liabilities of the parties already accrued at such time, nor affect the continuance in force of such of its provisions as are expressed as, or capable of having effect after such termination.

## **22 Waiver**

### **It is agreed:**

The failure of any party to insist on strict performance of any provision of this contract or the failure of any party to exercise any right or remedy to which he/she is entitled hereunder shall not constitute a waiver thereof and shall not cause a diminution of the obligations under this contract.

No waiver of any of the provisions of this contract shall be effective unless it is expressly stated to be such and signed by all the parties to this contract.

## **23 Severability**

### **It is agreed:**

If any provision of this contract is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions of this contract shall continue in full force and effect as if this agreement had been signed with the invalid, illegal or unenforceable provision eliminated.

## **24 Effect and Agreement**

### **It is agreed:**

This Agreement supersedes any previous agreement between the Supplier and CCEA in relation to the matters dealt within them and represents the entire understanding between the Supplier and CCEA.

No amendment to this agreement shall be ordered unless it is in writing and agreed by the Supplier and CCEA.

## **25 Notices**

### **It is agreed:**

Any notice or other communication, from either party, to be given under this Agreement shall be in writing.

## **26 Dispute Resolution Procedure**

### **It is agreed:**

If a dispute arises out of or in connection with this Agreement or the performance, validity or enforceability of it ("Dispute"), then, except as expressly provided in this agreement, the parties shall follow the procedure set out in this clause:

- a) minor disputes will be resolved between the Supplier and CCEA's Education Manager;
- b) more serious issues that may result in contract termination or where a minor dispute has been raised and the Supplier is dissatisfied with the decision of the Education Manager will be referred to the CCEA Programme Manager for a determination; and
- c) the Supplier can appeal the determination of the Programme Manager within 5 days to the relevant Business Manager. The Business Manager's decision is final and binding.

## **27 Applicable Law**

### **It is agreed:**

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes) shall be governed by, construed and take effect in accordance with law applicable in Northern Ireland.

## **28 Jurisdiction**

### **It is agreed:**

The courts of Northern Ireland shall have exclusive jurisdiction to settle any claim, dispute or matter of difference which may arise out of or in connection with this Agreement (including without limitation claims for set-off or counterclaim) or the legal relationships established by this Agreement.

## 29 Variation

**It is agreed:**

As a regulated Awarding Organisation, CCEA must comply with all regulations in force, including the General Conditions of Recognition and the relevant Codes of Practice governing the delivery of specific qualifications. If any changes arise to these Conditions and/or to any regulatory documents which impact upon this Contract, then CCEA reserves the right to alter these terms to ensure its continued compliance.