

# Service Level Agreement

## Emergency Learning at Home Fund

### Sussex Learning Network and ...

## 1. The Sussex Learning Network (SLN) and Uni Connect Programme

### 1.1 Overview

The Sussex Learning Network (SLN) Uni Connect Programme targets disadvantaged students in Years 9 – 13 living in 39 identified ward areas where progression into HE is lower than expected based on GCSE attainment figures. The overall aim of is to close the gap and increase the number of learners (by a third), residing in these ward areas into higher education. SLN Uni Connect programme is one of 29 national consortia funded to support intensive outreach across Sussex and is a collaborative partnership consisting of:

- HE providers
- Schools
- Colleges
- Independent training providers
- Local Authorities
- Other organisations such as employers, third sector bodies and local enterprise partnerships.

The emergency learning at home fund has been formed to support outreach to take place during the Covid-19 pandemic. Funding is to help those families and young learners who are struggling to maintain reasonable levels of learning, which supports progression, at home. The short-term intention of this fund is to target practical support where it is most needed to help learners engage with their education. The longer-term intention is for SLN to build sustainable relationships with community organisations, to help support our vision of outreach learning and IAG activities.

### 1.2 Objective

The purpose of the service specification is to describe the key outcomes required from the recipient to provide services to ...

This agreement sets out the requirements for ... to:

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## 2. Your Delivery Plan

Timeline	Activity	Output

## 3. Budget

Item	Volume	Total Cost

<b>Total funding</b>		<b>£40,000</b>

**Digital devices**

In accordance with Office for Students regulations, any equipment digital devices bought with these funds remains the property of SLN and should be returned, and repurposed in agreement with the SLN, once normal school/college timetables have resumed. The digital devices included in your funding are:

Digital Device Details	Volume

**Invoicing & Payments**

Once you return a signed copy of this Service Level Agreement you may invoice for full amount of the agreed budget. Following the invoice to the SLN, the organisation must submit evidence of expenditure (digital copies of receipts and invoices) by 30<sup>th</sup> June 2020.

You may claim the VAT element of costs according to your organisation's VAT status. Only VAT that is irrecoverable by your organisation is an allowable cost. When submitting evidence of expenditure, where VAT cannot be recovered from HMRC on any items, you are required to add a note on the document (for example scanned receipt or invoice) stating that VAT is included as part of the funding claim.

All invoices are processed and paid through BACS by the finance department at the University of Brighton. We will settle partner invoices within 30 days by default. If you require a shorter turnaround, please ensure this is made clear on your invoice, and with your Programme Manager. If you are not currently registered as a supplier with the University of Brighton you must complete the supplier information form on the final page of this document before submitting an invoice.

Invoices should be emailed to Sarah Williams, [S.Williams4@Brighton.ac.uk](mailto:S.Williams4@Brighton.ac.uk) and copied to Mariana Bortagaray, [m.bortagaray@brighton.ac.uk](mailto:m.bortagaray@brighton.ac.uk) . Please state the full address on your invoice (please DO NOT POST DURING THE COVID-19 PANDEMIC) is University of Brighton, Sussex Learning Network, Exion, 27 Crowhurst Road, Brighton BN1 8AF

Details to include on invoice:

- Ref SLN Uni Connect
- Name of project (as appears on funding agreement)
- FAO: Sarah Williams, Director, Sussex Learning Network
- Your contact details

# Terms & Conditions

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These terms and conditions relate to all projects receiving funding from the Sussex Learning Network (SLN), as part of the Office for Students Uni Connect programme.

They provide an overview of the provisos for each project to adhere to over the duration of project funding and form the basis for all contractual obligations to deliver your project by the 31st of July 2020, and submitted reports by the end of August 2020.

Failure to adhere to all of the terms and conditions may result in funds being withheld, withdrawn and/or recouped.

## 1. Conditions of Funding

The SLN and the Office for Students require public funds to be deployed with due consideration to value for money across all activities. Therefore the organisation in receipt of SLN funding is responsible for:

- Ensuring the proper financial management of public funds.
- Ensuring that funds are spent in a way that is consistent with the purpose and conditions of the award.
- Meeting the terms and conditions as set-out in this document.
- The timely and accurate submission of evidence of expenditure
- Ensuring that it carries out appropriate due diligence on any third parties used to deliver any part of the work funded by the award and ensuring in particular, that activities carried out by such third parties comply with these terms and conditions.
- Providing the SLN, on request, with details of expenditure of the fund by any third party; any such engagement is subject to the prior approval of the SLN Director.
- Keeping separate, accurate up-to-date accounts and records of the receipt and expenditure of the funding. We will have the right to review these accounts and records and to take copies of them as part of an SLN expenditure evidence review and/or at the request of the Office for Students.
- Returning any unspent amounts to the SLN
- Fully engaging with any evaluation of the programme
- In accordance with Office for Students regulations, any equipment digital devices bought with these funds remains the property of SLN and should be returned, and repurposed in agreement with the SLN, once normal school/college timetables have resumed.

The SLN reserves the right to withhold or suspend payment of the funds and/or require repayment of all or part of the funding if:

- The funds are used for purposes other than those for which they have been awarded.
- We consider that the project is not making the progress required against its targets and milestones.
- We consider that the project is being delivered in a negligent manner.
- Funding is obtained from a third party which, in our reasonable opinion, undertakes activities that are likely to bring the Programme and Network into disrepute.
- You provide us with information which is materially misleading or inaccurate.
- We consider that further payment would place public funds at risk.

It is the partner's responsibility to cover any expenditure in excess of the value of their award.

SLN will accept no responsibility to release additional funds for the purpose of covering any overspend, should it arise. There will be no change to the value of funding awarded to a partner without full consultation, the approval of the SLN Director and the re-issue of the Service Level Agreement.

## 2. Financial Reporting

The SLN OfS Uni Connect programme will be carrying out regular reviews of partners' expenditure evidence to ensure compliance with Office for Students audit standards. Programme Managers will work with you to help you to manage any budgetary issues which may arise, and to ensure the budget adheres to the Office for Students audit standards. Programme Managers are available to support you at any time during your project if you should need support.

All project must ensure they retain evidence of spent funds which reconciles with the budget as set out in this agreement (e.g. invoices, receipts and other evidence as suitable) and be able to give the SLN Uni Connect programme and/or the Office for Students personnel access to this evidence and records. You are required to retain the original copies should they be required in the case of an audit.

You may claim the VAT element of costs according to your organisation's VAT status. Only VAT that is irrecoverable by your organisation is an allowable cost. When submitting evidence of expenditure, where VAT cannot be recovered from HMRC on any items, you are required to add a note on the document (for example scanned receipt or invoice) stating that VAT is included as part of the funding claim.

## 3. Project Monitoring & Reporting

Partners are required to report on progress to the SLN Director and your Programme Manager against a set of the deliverables which have been agreed in your delivery plan which can be found on page ...

The Programme Manager will continue to be the first point of contact and will arrange contact with you. They have the right to request attendance at project events/activities to:

- a) seek assurance of funded activities taking place and
- b) assess the quality of funded activities taking place
- c) obtain footage or make notes on/about the activity
- d) evaluate the impact of the activity.

You will be expected to report back on the impact of accessing these Emergency Learning at Home Outreach funds. SLN is particularly interested in sharing learning of how your project activities supported resilience in learners of all ages. An SLN Programme Manager will contact you to agree how your project insights can be best shared, what the challenges have been and what future support might be relevant. The information sourced will be used to create blog posts and other communication materials as well as shape future funding rounds.

## 4. Staffing

Staff working on the project, including any recruited to deliver on this Service Level Agreement will be line managed by ... or by a person nominated them. Any exit costs (including employment costs) that may be incurred by the recipient are the responsibility of the recipient and the SLN will not bear any responsibility for such costs.

The qualifications of staff, management and volunteers shall meet the minimum legal and professional requirements and be suitable for the services to be delivered. Where the service detailed in part 1 relates to contact with children or families, the staff concerned (whether volunteers or paid workers) are subject to the safeguarding policies of the funding recipient and relevant legislation.

## 5. Insurance, risk and liability

Each party to this Service Level Agreement shall be responsible for securing appropriate insurance for the services to be provided. This will include public liability insurance, employers' liability, product liability and specific risk insurance, depending on the nature of the services to be delivered. All parties to this Service Level Agreement should seek professional advice on the relevant insurance requirements.

### Digital devices

In accordance with Office for Students regulations, any equipment digital devices bought with these funds remains the property of SLN and should be returned, and repurposed after agreement with the SLN, once normal school/college timetables have resumed. You are required to keep up to date records of the devices you lend out. You must be able to demonstrate the steps you have taken to loan and return the devices and explain why any device is not returned. If every reasonable action has been undertaken to return the devices your organisation will not be liable to repay the monies for unreturned devices.

## 6. Engagement of third parties

The engagement of third parties to deliver services under this agreement is subject to the same requirements as to suitability, qualifications, safeguarding of children and vulnerable adults, confidentiality, fidelity, insurance and indemnity as the main parties. Any such engagement is subject to the prior approval of the SLN Director.

If the organisation engages a third party to provide services in respect of this agreement then the school/college will ensure both their, and the third parties, compliance with the HMRC changes to the Intermediaries Legislation (Chapter 8 Part 2 Income Taxes (Earnings and Pensions) Act 2003 ("ITEPA 2003")), due to come in force on 1 April 2017. The school/college will accept responsibility (including financial) for any breaches of the legislation.

## 7. Safeguarding

All SLN funded projects, schools and programmes must ensure that the correct safeguarding policies and procedures in place as per the Health & Social Care Act 2008. Any person involved in delivering SLN Uni Connect programmes are reminded that it is the responsibility of their employees to ensure they are fully compliant with safeguarding policy and procedures and that SLN:COP expects that any work with students and/or vulnerable adults is covered by safeguarding rule and procedures within your respective organisation.

## 8. Data

### Participant Monitoring

Your Programme Manager will discuss, and confirm, data required by us in order to report to our funders, as a minimum this will include the number of beneficiaries, their age and post code, however for certain activities we will require additional details which we will confirm with you.

### GDPR

The SLN, under Article 6 of GDPR has identified its' lawful basis for processing SLN participant data: Public Task 6 (1) (e) where "processing is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the controller."

SLN under Article 4 of GDPR, for your data sharing and privacy purpose is deemed a "Recipient" - a natural or

legal person, public authority, agency or another body, to which the personal data are disclosed, whether a third party or not". All funded organisations are expected to ensure their own GDPR policies reflect this and are compliant under the new regulations. Further information about Data and Privacy can be found on the SLN website.

## 9. Branding & Publicity

Publications and other forms of media communication, including media appearances, press releases and conferences, must be relayed to the SLN Director prior to enactment, and they must acknowledge the support received from the SLN and the OfS Uni Connect programme.

### Use of Logos

Both the SLN and OfS Uni Connect logo must be used in conjunction on any publicity / documentation /resources used or developed as part of SLN and the OfS Uni Connect programme. Neither logo should be changed/alterd in colour other than black & white/grey scale.

### Publicity Statement

The SLN and OfS Uni Connect should be referenced in external publicity & marketing such as press, articles, newsletters as well as resources and research developed through SLN. Below is one example statement which can be used as appropriate:

This programme is funded by the OfS through the Sussex Learning Network as part of Uni Connect programme.

The SLN reserves the right to publish some or all of your reports on our website (and any other outputs from the programme, including the evaluation), as part of our dissemination of the Programme and the sharing of good practice; we will inform you ahead of doing this. We may also use these outputs for additional purposes, such as informing new policies. If you believe the report, or elements of it, are confidential and should not be published, you should state the reasons why in advance for our consideration.

## 10. Intellectual Property

All rights (including ownership and copyright) in any specifications, instructions, plans, drawings, patterns, models, designs or other material furnished to or made available shall remain vested solely in the Sussex Learning Network (legally entity is the University of Brighton). The copyright and other intellectual property rights in any software, drawings, reports and other documentation prepared in connection with the provision of the Services shall belong to the Sussex Learning Network. The Sussex Learning Network grants a non-exclusive irrevocable royalty free license to use online resources for academic and non- commercial research purposes.

## 11. Complaints, Disputes & Termination of SLA

Any issues regarding performance of the service as detailed in Part B will be addressed by the authorised representatives detailed at the start of this agreement, either as part of monitoring arrangements or if necessary in a specially arranged meeting.

If a dispute arises between the parties, every effort will be made to achieve a local resolution. If this is unsuccessful, disputes should be referred progressively through senior levels of management. This contract may be terminated by mutual agreement or as a result of non-delivery within the Terms and Conditions specified above.

## Signatures

If you agree with the terms and conditions attached, please sign and keep one copy for your records and return a copy to the Director, Sarah Williams.

<b>Sussex Learning Network</b>		
Director	Name:	
	Signature:	
	Date:	
<b>Organisation name:</b>		
Senior leader of organisation:	Name:	
	Job title:	
	Signature:	
	Date:	

Updates and supportive documentation for can be located on the SLN website  
[www.sussexlearningnetwork.org.uk](http://www.sussexlearningnetwork.org.uk)

## Supplier Information

Payment is made via the University of Brighton and any organization must be registered as a supplier in order to submit an invoice. Please complete the following information and return ASAP to your Programme Manager and copied to Mariana Bortagaray, [M.Bortagaray@brighton.ac.uk](mailto:M.Bortagaray@brighton.ac.uk)

**Please note your invoice CAN NOT be submitted until you have returned this form**

<b>Organisation name</b>	
<b>Organisation address</b>	
<b>Payment address (if different)</b>	
<b>Telephone</b>	
<b>VAT Registration Number</b>	
<b>Email address for BACs remittance advice</b>	
<b>Website (if any)</b>	
<b>Are you an SME</b>	
<b>Bank name</b>	
<b>Bank account number</b>	
<b>Bank sort code</b>	

SAMPLE