

# BITC PARTNER TERMS AND CONDITIONS

This document sets out the terms and conditions associated with becoming a Referral Partner to Business in the Community (herein BITC), effective as of the date of the email to which it is attached. By referring potential clients to BITC, you are confirming your acceptance of these terms.

## 1. Data Sharing & Data Protection

1.1. BITC and Referral Partner may share personal data of:

1.1.1. Employees (Name, phone number, email address)

1.1.1. Beneficiaries (Name, phone number, postal address, email address, eligibility criteria such as employment status, health information, skill level, socioeconomic indicators)

1.1.2. Employees of third-party beneficiary organisations (Name, phone number, email address)

Such personal information is hereafter referred to as "Personal Data".

1.2. The Personal Data shall be processed in order to publicise and promote opportunities for support, assessing eligibility for support, monitoring engagement and outcomes, dealing with complaints, and publicising and promoting the Programme. Personal Data shall be collected and processed only to the extent necessary to fulfil the Purpose.

Both BITC and Referral Partner will be considered as data controllers of the Personal Data. In such capacity, both parties shall:

1.3. Be responsible for ensuring the secure storage of the personal data, including operating a secure data network protected by industry standard firewall and password protection.

1.4. Comply with the provisions and obligations imposed on it by the applicable data protection laws at all times when processing the Personal Data, including the UK Data Protection Act 2018.

1.5. Ensure that it has all necessary notices and permissions in place to enable lawful transfer and processing of the Personal Data for the Purpose;

1.6. Give accurate and full information to any individual whose Personal Data may be processed under this Agreement of the nature of such processing and their rights with respect to such Personal Data as well as any other information required by applicable law. This includes giving notice that on the termination of the individual's engagement, their Personal Data may be retained by the Parties.

1.7. Ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, the Personal Data.

1.8. Not transfer any Personal Data to any third party without the explicit consent of the individual whose Personal Data is transferred.

1.9. Assist the other Party in complying with all applicable requirements of the Data Protection Laws, including where relevant, providing the other Party with reasonable assistance in complying with any individual privacy rights request and notifying the other Party without undue delay on becoming aware of any breach of any applicable data protection laws in relation to the Personal Data.

## 2. Safeguarding

2.1. Both BITC and Referral Partner agree to comply with the applicable safeguarding laws.

2.2. Both BITC and Referral Partner agree to work collaboratively to ensure that the best interests of the beneficiary are put first in safeguarding and wellbeing, and any safeguarding concerns are properly investigated.

2.3. BITC shall have primary responsibility and legal liability for safeguarding all Participants for the duration of their participation in the programme, adhering to the principles in BITC's safeguarding policy.

2.4. Referral Partner will continue to provide a case management function to meet the individual's broader social and emotional needs.

2.5. In the event of a Safeguarding concern, BITC will alert the Referring Organisation as per our policy so they are aware of what has taken place and can take appropriate action in supporting the Participant if necessary. Referring Organisation shall ensure its employees understand the purpose of the Programme and are clear on principles of safeguarding.

### **3. Brand**

3.1. Both BITC and Referral Partner shall have the right to publicise the existence of this Agreement with each Party granting the other Party a limited license to use their name and logo in external publications and documentation, including website and annual reports.

### **4. Insurance & Liability**

4.1. Both BITC and Referral Partner shall maintain appropriate insurance throughout the duration of this Agreement covering the liabilities that might arise under or in connection with this Agreement.

### **5. Duration and Notice**

5.1. This Agreement shall continue unless either Party provides to the other Party 30 days' written notice of termination, and not before the completion of any programme engagement.

5.2. Any notice given to BITC should be given to [jobcoaching@bitc.org.uk](mailto:jobcoaching@bitc.org.uk).

### **6. Relationship between the BITC and Referral Partner**

6.1. The relationship between BITC and Referral Partner is that of independent contractors. Nothing in this Agreement or any related agreement shall be construed as creating a legal partnership, joint venture or employment of any kind between BITC and Referral Partner.

### **7. General**

7.1. This Agreement shall be governed by and interpreted in accordance with the laws of England and Wales whose courts shall have non-exclusive jurisdiction over any disputes between BITC and Referral Partner.

7.2. No provision of this Agreement is enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to this Agreement.

7.3. No variation or amendment to this Agreement shall be effective unless in writing and signed by BITC and Referral Partner or their authorised representatives.

7.4. A waiver of any right or remedy shall be effective only if in writing and shall not be deemed a waiver of any subsequent breach of this Agreement.

7.5. Neither Party shall assign or sub-contract any of its rights or obligations under this Agreement without the prior written consent of the other Party.

7.6. This agreement shall be binding on successors of either Party.