THE UNIVERSITY OF MANCHESTER

AGREEMENT FOR COACHING SERVICES

Details relating to the agreement ("Agreement Details")

PLEASE ENSURE YOU READ AND UNDERSTAND THE AGREEMENT DETAILS AND THE TERMS AND CONDITIONS BEFORE AGREEMENT, AND ARRANGE TO TAKE INDEPENDENT LEGAL ADVICE IF REQUIRED

TERMS AND CONDITIONS THAT APPLY TO THE AGREEMENT FOR COACHING SERVICES

1. INTERPRETATION

1.1 The definitions and rules of interpretation in this clause apply in this agreement.

"Coach"	**means the person named on the Agreement Details that is providing the Coaching Services under this agreement;**
"Coaching Services"	**means** the coaching services to be provided by the Coach under this agreement, as set out in Schedule 1, together with any other services which the University agrees to take from the Coach and which are agreed between the parties to be delivered under this agreement;
"Club"	means the sports club at the University that the Coach is providing the Coaching Services to, and which is indicated in the Agreement Details;
"Club Captain"	means the student leader of the Club;
"End Date"	**means the end date of this agreement as set out in the Agreement Details;**
"Fee"	**means the fee payable by the University to the Coach for the provision of the Coaching Services;**
"Mandatory Policies"	**means the University's policies set out in Schedule 4, as amended by notice to the Coach from time to time;**
"National Governing Body"	means the organisation that represents and manages the sport at a national level;
"Start Date"	means the starting date of this agreement as set out in the Agreement Details;
"University"	means The University of Manchester, Oxford Road, Manchester, M13 9PL, represented by UoM Sport in the Directorate of the Student Experience;
"University's Manager"	**means** the person designated as such in the Agreement Details or such other person as the University may notify in writing to the Coach from time to time;
"University Materials"	has the meaning set out in clause 3.2(g); and

"VAT"	**means value added tax chargeable under English law for the time being and any similar, additional tax.**

1.1 Clause, schedule and paragraph headings shall not affect the interpretation of this agreement.

1.2 The schedules, annexes and background form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the schedules, annexes and background.

1.3 A reference to **writing** or **written** includes e-mail.

1.4 Where the words **include(s)**, **including** or **in particular** are used in this agreement, they are deemed to have the words **without limitation** following them. Where the context permits, the words **other** and **otherwise** are illustrative and shall not limit the sense of the words preceding them.

2. COMMENCEMENT AND DURATION

2.1 The Physio/Athletic Trainer shall provide services to the University on the terms and conditions of this agreement.

2.2 The Practitioner shall provide services from the Start Date until the End Date, which will be an initial 6-week trial period, after which will commence a probationary period review, unless terminated earlier or extended in accordance with this agreement.

2.3 The University may extend the agreement beyond the End Date by providing written notice to the Practitioner.

3. SUPPLY OF PRACTITIONER SERVICES

3.1 The Practitioner shall provide services to the University in accordance with this agreement and shall allocate sufficient resources to enable them to comply with this obligation.

3.2 In providing the Practitioner Services, the individual shall:

(a) co-operate with the University in all matters relating to the Coaching Services, and comply with all instructions of the University;

(b) perform the Coaching Services with the best care, skill and diligence in accordance with best practice in the Coach's industry, profession or trade;

(c) comply at all times with the University (UoM Sport) Coaching Code of Conduct, which is attached at Schedule 2 to this agreement;

(d) ensure that the Coaching Services are fit for any purpose expressly or impliedly made known to the Coach by the University;

(e) obtain and at all times maintain all necessary licences and consents, and comply with all applicable laws and regulations;

(f) observe all health and safety rules and regulations and any other security requirements that apply at any of the University's premises;

(g) hold all materials, equipment, tools, data and other materials supplied by the University to the Coach (**University Materials**) in safe custody at its own risk, maintain the University Materials in good condition until returned to the University, and not dispose or use the University Materials other than in accordance with the University's written instructions. Schedule 3 sets out the parties' respective obligations in relation to Personal Data (as such term is defined in Schedule 3) and it is not intended that the word "data" in this clause should include Personal Data; and

(h) not do or omit to do anything which may cause the University to lose any licence, authority, consent or permission upon which it relies for the purposes of conducting its business, and the Coach acknowledges that the University may rely or act on the Coaching Services.

4. UNIVERSITY'S OBLIGATIONS

The University shall:

(a) provide reasonable co-operation with the Coach in all matters relating to the Coaching Services;

(b) provide such access to the University's premises, and such office accommodation and other facilities as may reasonably be requested by the Coach and agreed with the University in writing in advance, for the purposes of the Coaching Services;

(c) provide such information as the Coach may reasonably request for the provision of the Coaching Services and the University considers reasonably necessary for the purpose of providing the Coaching Services; and

(d) inform the Coach of all health and safety rules and regulations and any other reasonable security requirements that apply at any of the University's premises.

5. MONITORING

5.1 The University's Manager and the Coach shall meet as required by the parties from time to time to discuss matters relating to the Coaching Services.

5.2 All meetings will be held, where possible, on University premises, or as otherwise agreed between the parties.

6. ADDITIONAL SERVICES

6.1 If the University requires the Coach to provide services not described in Schedule 1, or to change the nature of the Services set out in Schedule 1 ("Additional Services"), it shall make a written request for such Additional Services to the Coach.

6.2 The Coach shall, within a reasonable time, and in any event not more than 5 days after receipt of the University's request, provide a written estimate to the University of the estimated additional fee for the Additional Services.

6.3 If the University decides to accept the Additional Services at the additional fee specified by the Coach:

(a) the University shall pay the additional fee to the Coach as agreed in writing between the parties; and

(b) the Additional Services, and arrangement for payment for the same, shall be added to this agreement by agreement in writing between the parties.

6.4 Unless both parties agree to the terms for the Additional Services, there shall be no change to this agreement.

7. INTELLECTUAL PROPERTY RIGHTS

7.1 The Coach will not use the name of the University or any other name, mark, device or logo identifying or associated with the University without first obtaining the written approval of the University.

7.2 All University Materials and all other materials, equipment, tools, or any other forms of intellectual property rights supplied by the University to the Coach, or used by the Coach specifically under this agreement, shall at all times be and remain the exclusive property of the University.

8. FEE AND PAYMENT

8.1 The Fee will be paid by the University as set out below.

8.2 The Fee can be paid in two methods, the Coach can set up as self employed sole trader and be set up as a Coach to submit invoices, or they can fill in expense claim forms known as a PR 7 or PR 5 (staff only).

8.3 The Fee is inclusive of VAT. If VAT is chargeable by the Coach, it shall be shown separately on all invoices as a strictly net extra charge.

8.4 Any payment in addition to the Fee (eg for additional training or coaching sessions) shall be agreed between the parties in line with clause 6. Other than this, no variation in the Fee shall be accepted by the University. The Fee shall include every cost of the Coach directly or indirectly incurred in connection with the performance of the Coaching Services.

8.5 The Coach must submit Timesheets and club registers through UoM Sport organized forms/channels confirming the number of trainings/fixtures/competitions attended, to allow for their invoicing to be paid.

8.6 A reduction fee can be taken from the Base payment fee by UOM sport based on failure to attend planned sessions without approval; such as club training/matches and Coaching induction sessions held.

8.7 The Coach will issue the University's Manager with an invoice for the Fee in accordance with the following:

	Invoice due by	**Amount of invoice**
First invoice	No later than the end of the first term of the relevant academic year. The University's Manager will inform the Coach by email of the date of the end of the first term.	Value representative of the number of trainings attended and fixtures/competitions attended

Second invoice	No later than the end of the second term of the relevant academic year. The University's Manager will inform the Coach by email of the date of the end of the second term.	Value representative of the number of trainings attended and fixtures/competitions attended

8.8 In exceptional cases, the University's Manager may agree in writing different invoicing arrangements with the Coach.

8.9 Payment will be made within 30 days of receipt (and not from when the invoice is sent or submitted) of an undisputed invoice by the University.

8.10 If the Coach fails to invoice in line with the requirements above, there may be a delay in payment, and payment may roll over to the next payment window. In some cases, if the provision of the Coaching Services continues after the term 2 payment window, the parties will agree in writing a new payment window for the following academic year.

8.11 Each invoice shall include such supporting information required by the University to verify the accuracy of the invoice, including the relevant Purchase Order number. Failure to do so may result in a delay in payments.

8.12 If any undisputed sum under the agreement is not paid when due then, without prejudice to the parties' other rights under the agreement, that sum shall bear interest from the due date until payment is made in full, both before and after any judgment, at 2% per annum over Barclays Bank Plc base rate from time to time. The Coach is not entitled to suspend deliveries and/or service as a result of any sums being outstanding.

9. STATUS OF THE COACH

9.1 Nothing in the Agreement shall be construed as creating a partnership, an agreement of employment or a relationship of principal and agent between the University and the Coach.

9.2 The Coach warrants and represents to the University that it is an independent contractor and, as such, bears sole responsibility for the payment of tax and national insurance contributions which may be found due from it in relation to any payments or arrangements made under this agreement. The Coach shall indemnify and keep indemnified the University in respect of all and any income tax and national insurance contributions which may be found due from the University on any payments or arrangements made under this agreement together with any interest, penalties or gross-up on such tax or contributions.

10. INDEMNITY

10.1 The Coach shall indemnify the University and keep the University and its servants and agents indemnified in full against all direct losses, damages, injury (including death), costs and expenses (including legal and other professional fees and expenses) awarded against or incurred or paid by the University as a result of or in connection with or which arises from:

(a) any advice given or anything done or omitted to be done under this agreement to the extent that such loss, damage or injury is caused by the negligence or other wrongful act, omission of default of the Coach, their servants or agents;

(b) any breach by the Coach of its obligations under clause 15: Data Protection; and

(c) any breach by the Coach of its obligations under clause 19: Compliance with Laws.

11. LIMITATION OF LIABILITY

11.1 Nothing in this agreement:

(a) shall limit or exclude either party's liability for:

(i) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;

(ii) fraud or fraudulent misrepresentation;

(iii) any liability to the extent that it cannot be otherwise excluded or limited by Law; or

11.2 Without prejudice to clause 11.1 above neither party to this agreement shall have any liability to the other party, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any:

(a) loss of profit; or
(b) loss of goodwill; or
(c) loss of business; or
(d) loss of business opportunity; or
(e) loss of anticipated saving; or
(f) any special, indirect or consequential damage arising under or in connection with the agreement.

11.3 Subject to clause 11.1, the Coach's total aggregate liability to the University arising under or in connection with this agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the appropriate insurance policy which the Coach has in place, and such liability shall not exceed the single incident limit specified in that policy.

11.4 Subject to clause 11.1, the total aggregate liability of the University to the Coach arising under or in connection with this agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed 150% of the Fee.

12. GOODWILL

12.1 Neither party shall do any act (or cause any act to be committed) which brings the reputation of the other party into disrepute or which is calculated or is reasonably likely to bring the reputation of the other into disrepute.

12.2 Neither party shall misrepresent the contents or goals of this Agreement to any third parties.

13. INSURANCE

13.1 If the Coach does not have appropriate sports coaching insurance as part of their relevant coaching qualification, the Coach shall have in effect with a reputable insurance company or National Governing Body acceptable to the University, a policy or policies of insurance covering all liability

that may arise under this agreement in the sum of £1,000,000 at least in respect of any one incident and unlimited in total, unless otherwise agreed by the University in writing.

13.2 Evidence of the existence of the required insurance policies shall be provided to the University's Manager no less than 7 days before the Start Date. The Coach shall not commence any Coaching Services until this evidence has been provided to the University's Manager.

14. CONFIDENTIALITY AND FREEDOM OF INFORMATION

14.1 Except as expressly agreed in writing between the parties (including where necessary the agreed provision of information to any third party), all information, text or data in whatever form transferred between the parties that is marked as confidential, or which, by its nature, should be reasonably construed as being of a confidential nature, shall be kept confidential by the receiving party unless and until they come legitimately into the public domain or are required to be disclosed by law, regulation, or order of the English Courts or Act of Parliament.

14.2 The Coach acknowledges that the University is subject to the provisions of the Freedom of Information Act 2000 (as amended from time to time) and that the University is therefore subject to legal duties which may require the disclosure of information in relation to this Agreement. If the University holds information in relation to this Agreement on behalf of the Coach, the Coach agrees to assist and cooperate with the University to enable it to comply with the Freedom of Information Act 2000.

15. DATA PROTECTION

15.1 Each party agrees to comply with its obligations as set out in Schedule 3 (Data Protection) of this agreement.

16. TERMINATION

16.1 Without limiting its other rights or remedies, the University may terminate the agreement:

(a) by giving the Coach no less than thirty days' written notice;

(b) immediately if the Coach is guilty of fraud or dishonesty or acts in any manner which in the reasonable opinion of the University brings or is likely to bring the University into disrepute or is materially adverse to the interests of the University; and

(c) With no less than 7 days' written notice if there is poor demand for the Coaching Services or the Coach breaches the University (UoM Sport) Coaching Code of Conduct) at Schedule 2 to this agreement.

16.2 Either Party may terminate this agreement upon written notice on the occurrence of any of the following events:

(a) the other party is in material breach of any of its obligations hereunder and such breach is not capable of remedy; or

(b) the other party is in material breach of any of its obligations under this agreement and such breach is capable of remedy but the other party remains in breach on the expiry of thirty calendar days after receipt by it of written notice specifying the breach and the action reasonably required to remedy the same.

16.3 On termination of the agreement for any reason, the Coach shall immediately deliver to the University:

(a) all University Materials and all copies of information provided by the University to the Coach for the purposes of the agreement. The Coach shall certify to the University that it has not retained any copies of University Materials or other information, except for one copy which the Coach may use for audit purposes only and subject to the confidentiality obligations in clause 14; and

(b) the Coach will be paid for Coaching Services already delivered up to the date of termination, but not for any Coaching Services due after the date of termination.

16.4 Termination of this agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination.

17. FORCE MAJEURE

17.1 For the purposes of this agreement, **"Force Majeure Event"** means an event beyond the reasonable control of either party including strikes, lock-outs or other industrial disputes (whether or not involving the workforce of either party), act of God, war or national emergency, riot, civil commotion, fire, explosion, flood, epidemic or pandemic.

17.2 Neither party shall be liable to the other as a result of any delay or failure to perform its obligations under this agreement as a result of a Force Majeure Event.

17.3 If a Force Majeure Event means that the normal operation of the Coaching Services is not possible, the University shall notify the Coach in writing and, if necessary, a pro rata adjustment to the Fee shall be made.

17.4 If the Force Majeure Event prevents either party from performing any of its obligations under the agreement for more than 12 weeks, either party shall, without limiting its other rights or remedies, have the right to terminate this agreement immediately by giving written notice to the other party.

18. CORPORATE AND SOCIAL RESPONSIBILITY

18.1 Whilst performing the agreement the Coach shall use (and shall ensure any third party Coach to the Coach uses) its reasonable endeavours to conserve energy, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases (including carbon dioxide emissions), volatile organic compounds and other substances damaging to health and the environment.

19. COMPLIANCE WITH LAWS

19.1 In performing its obligations under the agreement, the Coach shall comply with:

(a) all applicable laws, statutes, regulations and codes from time to time in force;

(b) the Mandatory Policies; and

(c) UK immigration legislation and to ensure full compliance with the UK Border Agency's guidance for employers on the prevention of illegal working, in accordance with the Immigration, Asylum and Nationality Act 2006 in respect to all staff engaged by the Coach

and working at the University (the UK Border Agency's guidance is available at (https://www.gov.uk/government/collections/employers-illegal-working-penalties#guidance-and-codes-of-practice). The University expects that proper 'right to work checks', including repeat checks for individuals with limited right to work in the UK, will have been carried out for staff engaged by the Coach and working at the University, and that the Coach complies fully with its record-keeping and reporting responsibilities for any migrant workers sponsored by the Coach under Tier 2 or Tier 5 of the UK Border Agency's points-based immigration system. The Coach will, on request, provide the University with such documentation as it may require to verify that the Coach has complied with the requirements set out above.

19.2 The University may terminate the agreement with immediate effect by giving writing notice to the Coach if the Coach commits a breach of clause 19.1.

20. AUDIT

20.1 Subject to any requirements in clause 14, the Coach shall keep and maintain until six years after the agreement has been completed, or as long a period as may be agreed between the parties, full and accurate records of the Coaching Services provided.

20.2 The Coach shall on request provide the University or the University's representatives such access to those records as may be required in connection with this agreement and/or to ascertain the Coach's compliance with its obligations in this agreement.

21. DISPUTE RESOLUTION

21.1 The parties shall attempt in good faith to negotiate a settlement to any dispute arising between them out of or in connection with this agreement within 30 days of the dispute arising.

21.2 If the dispute cannot be resolved, then the parties shall attempt to settle it by mediation in accordance with the Centre for Dispute Resolution Model Mediation Procedure from time-to-time in force.

21.3 The commencement of a mediation shall not prevent the parties commencing or continuing court proceedings

22. NOTICES

22.1 Any notice given under this agreement shall be in writing or by email and signed by or on behalf of the party giving it and sent to the address shown in the Agreement Details (or such other address as may be notified one party to the other from time to time) and will be deemed to have been duly made, delivered or served:

(a) if delivered by hand, on signature of a delivery receipt; and

(b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second business day after posting or at the time recorded by the delivery service; and

(c) email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause, business hours means 9.00am to 5.00pm Monday to Friday on a day that is a business day in the place of receipt.

22.2 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

23. GENERAL

23.1 The parties intend each provision of this Agreement to be severable and distinct from the others. If a provision of this Agreement is held to be illegal, invalid or unenforceable, in whole or in part, the parties intend that the legality, validity and enforceability of the remainder of this Agreement shall not be affected.

23.2 Failure or delay by the University in enforcing or partially enforcing any provision of the Agreement shall not be construed as a waiver of any of its rights under the agreement.

23.3 The parties to the agreement do not intend that any term of the agreement shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

23.4 The agreement constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter.

23.5 Each party acknowledges that, in entering into the agreement, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) (other than for breach of contract).

23.6 The Coach shall not assign, transfer, delegate, or deal in any other manner with any of its rights and obligations under this agreement or any part of it without the prior written consent of the University.

23.7 The University may assign, transfer, or otherwise deal in any manner with any of its rights and obligations under this agreement.

23.8 The Coach shall not exploit publicity in any form in connection with the agreement or the University without obtaining the prior written consent of the University.

23.9 This agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts together shall constitute the one agreement. This agreement may be executed and exchanged electronically by pdf and will constitute an original binding Agreement.

24. GOVERNING LAW AND JURISDICTION

24.1 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 or claims), shall be governed by, and construed in accordance with, the laws of England.

24.2 The parties irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

Schedule 1: Coaching Services

1. To provide the Coaching Services, the Coach shall:

   a) deliver structured coaching sessions (as specified in the Agreement Details) to the Club teams to be coached as indicated in the Agreement Details;

   b) attend a University coaching induction either in person or virtually, before commencing any coaching sessions; Failure to attend will result in a decrease in base salary of £100

   c) attend trials, the Christie Championships, training sessions and British University and College Sport (BUCS) fixtures which fall within the term of this agreement.

   d) provide feedback to the University's Manager on the development of all Club members.

   e) assist in the recruitment of Club members.

   f) adhere to BUCS regulations. These regulations can be found here.

   g) assist in the development of the Club if appropriate.

   h) sign a Self-Declaration Form (provided by the University) relating to the Rehabilitation of Offenders Act 1974 by virtue of the Rehabilitation of Offenders Act 1974 (exceptions) Order 1975;

   i) Attend the Coaching Induction session booked in an confirmed with Coaching staff.

   j) provide a copy of their coaching qualification and any other relevant qualifications (eg first aid, mental health first aid) to the University's Manager at least 7 days prior to the start of the first coaching session;

   k) ensure that their coaching and any other relevant qualification is always kept up to date during the period of this agreement, and ensure that the University's Manager is notified of any renewal of their coaching and any other relevant qualification during the period of this agreement;

   l) make themselves aware of and adhere to the risk assessment that has been prepared by the University for their sport and their National Governing Body guidelines; and

   m) inform the Club Captain and the University's Manager as soon as possible if they are unable to take a coaching session;

   n) sign up to, and read and understand the coaching updates provided by the University's Manager from time to time;

   o) where relevant, ensure that they have converted any non-UK national coaching qualification into a relevant national coaching qualification certified in the UK via the sporting body relevant to the Club in order to ensure they are able to coach in the UK.

2. Where the Coach is unable to take a coaching session, the Club Captain and the University's Manager shall discuss with the Coach alternative arrangements so that the coaching session can go ahead if possible. If necessary, the Coach and the University's Manager shall agree an appropriate reduction to the Fee if it is not possible for the coaching session to take place with alternative arrangements, or a replacement coach has to be found.

3. If for any reason the Coach does not turn up for the coaching session without first informing the Club Captain and the University's Manager in writing then they will not be paid, if the Coach turns up for their coaching session to find it has been cancelled without prior notification, then the University will pay the Coach in accordance with the terms of this agreement.

4. All coaches are required to submit and maintain accurate, up-to-date timesheets to support attendance records and payment processing. Failure to submit or update timesheets in a timely manner may result in delays to payment until the required records have been provided and verified. Where submitted timesheets do not align with the hours previously agreed with the University Manager, UoM Sport reserves the right to process payment only for the hours recorded

on the approved timesheets, particularly where payment deadlines have passed. In addition, all submitted timesheets must be approved by the relevant club representative to verify attendance and ensure that recorded hours accurately reflect the sessions delivered. Payment will only be authorised once both University and club verification requirements have been met.

5. It's part of the Coaches responsibility to track the attendance during each of these training sessions so that we as a sport department can help track student attendance and build a report on each teams development within the TM programme.

Schedule 2: University (UoM Sport) Coaching Code of Conduct

Professional Standards

- Ensure the environment is as safe as possible, minimising any possible risks.
- Be professional and accept responsibility for their actions.
- Make a commitment to providing a high quality service to their participants.
- Gain qualifications appropriate to the level at which you coach.
- Follow the guidelines of your governing body of sport or employer.
- Work in an open and transparent in partnership with the club committee.
- Do not assume responsibility for any role for which you are not qualified or prepared.
- Do not misrepresent your level of qualification.

Personal Standards

- Must be positive role models for participants at all times.
- Operate within the rules and the spirit of your sport.
- Do not attend club or team socials, end of season awards dinners are allowed.
- Display high standards in use of language, manner, punctuality and preparation.
- Encourage participants to display the same qualities.
- Do not smoke, drink alcohol or use recreational drugs before or while coaching.
- Display control, respect, dignity and professionalism to all involved in your sport.

Relationships

- Must not engage in behaviour that constitutes any form of abuse (physical, sexual, emotional, neglect, bullying)
- must avoid sexual intimacy with club members, either while coaching them or in the period of time immediately following the end of the coaching relationship
- must inform UoM Sport if they have a concern about the behavior/welfare of a student.
- Do not engage in any form of sexually related contact with a club member. This extends to sexual innuendo, flirting or inappropriate gestures and terms. Coaches are in a position of power and trust in relation to participants. By entering into an intimate/sexual relationship with a participant, a coach may be deemed guilty of abusing this position.
- Be aware of and communicate any conflict of interest as soon as it becomes apparent.

Rights

- Maintain an environment free of fear and harassment
- recognise the rights of all participants to be treated as individuals
- Do not discriminate on the grounds of gender, marital status, race, colour, disability, sexual identity, age, occupation, religious beliefs or political opinion.
- Do not allow any form of discrimination to go unchallenged.
- Do not publicly criticise or engage in demeaning descriptions of others.

- Be discreet in any conversations about participants, coaches or any other individuals.

Schedule 3: Data Protection

1. Each party shall comply with EU General Data Protection Regulation 2016/679 ("**GDPR**") and the UK Data Protection Act 2018 (as applicable) (the "**Data Protection Laws**") In particular where a Party ("**Processor**") is processing personal data on behalf of the other Party ("**Controller**") it shall:

   1.1. process it only for the purposes of complying with its obligations under this agreement, in accordance with the Controller's documented instructions from time to time and good industry practice;

   1.2. ensure that appropriate technical and organisational measures shall be taken to ensure a level of security of Controller personal data appropriate to the risk (including measures taken against unauthorised or unlawful processing of Controller personal data and the accidental loss or destruction of, or damage to, such data) and promptly provide to the Controller details of those measures from time to time on receipt of Controller's written notice;

   1.3. not transfer, or otherwise directly or indirectly disclose, any Controller personal data to a third party or to a country or territory outside the European Economic Area without the prior written consent of the Controller which may be refused or granted subject to such conditions as Controller deems necessary; and

   1.4 immediately and fully notify the Controller on receipt of any notices received by the Coach relating to the processing of Controller personal data including data subject requests, complaints and/or correspondence or if any Controller personal data has been disclosed in breach of this clause or if it is lost, becomes corrupted, is damaged or is deleted in error and provide the Controller with such information and assistance as the Controller may require in relation to such notice or breach (at no cost to the Controller). The Processor shall provide and implement technical and organisational measures to help the Controller fulfil its obligations in relation to such notices from or on behalf of data subjects in connection with the rights conferred on them by Data Protection Laws. For the avoidance of doubt, in no event shall the Processor respond directly to any notice relating to any Controller personal data.

2. The Processor shall comply with the provisions set out in Article 28 of the GDPR (together with any provisions referenced therein) which shall have effect as obligations on the Processor as if set out in full in this clause and the expressions "controller" and "processor" used in those provisions and incorporated in this agreement pursuant to this clause shall be deemed references to the Controller and the Processor respectively. References to "personal data", "processing, "data subject" shall have the meanings set out in the applicable Data Protection Laws.

Schedule 4: Mandatory Policies

Anti-Corruption and Bribery Policy (http://documents.manchester.ac.uk/DocuInfo.aspx?DocID=17994);

Anti-Slavery Policy
(http://documents.manchester.ac.uk/DocuInfo.aspx?DocID=32018);

Data Protection Policy
(http://documents.manchester.ac.uk/DocuInfo.aspx?DocID=14914);

Equality and Diversity Policy (http://documents.manchester.ac.uk/DocInfo.aspx?DocID=8361);

Freedom of Information Policy (http://documents.manchester.ac.uk/DocInfo.aspx?DocID=14915);

Information Security Policy (http://documents.manchester.ac.uk/DocInfo.aspx?DocID=6525);

Policy for Socially Responsible Investment
(http://documents.manchester.ac.uk/DocInfo.aspx?DocID=659);

Timesheets and Registers: https://www.sport.manchester.ac.uk/team-manchester-coaches/team-manchester-session-registers-and-time-sheets/