

Future First's Terms and Conditions of Service

Terms of Embed Membership

These terms and conditions and the invoice to which these terms and conditions are attached (the "**Invoice**") together form this agreement (the "**Agreement**"), which is made between Future First Alumni Limited ("**Future First**") and the organisation ("**the Organisation**") using the purchased services ("**Services**") as outlined in the Invoice.

1. **Formation of this Agreement and Term**

- 1.1 Future First will provide Services to the Organisation either on the date upon which the Organisation is due to start receiving the Services (as outlined on the Invoice) or the date of payment of the Invoice by the Organisation, whichever is later.
- 1.2 This Agreement is valid for 12 months from the Effective Date (the "**Initial Term**") (unless an alternative length of term is outlined on the Invoice). Following the Initial Term, this Agreement will automatically renew for further 12 month periods (each a "**Renewal Period**"), unless either party provides written notice to terminate this Agreement at least 30 days prior to the start of the following Term (the Initial Term, together with any and all Renewal Periods, shall be the "**Term**").

2. **Provision of Services**

- 2.1 During the Term Future First shall use reasonable endeavour to provide the relevant Services outlined at the end of this Agreement.

3. **Price and Payment**

- 3.1 The Services shall be performed by Future First at the price set out in the Invoice.
- 3.2 The Organisation shall pay each Invoice within thirty (30) days from the date of the relevant Invoice using the payment instructions outlined on the Invoice.

4. **Obligations of the Organisation**

- 4.1 The Organisation agrees that:

(A) it will ensure that in instances where it is organising and administering the sign-up of current students using a paper form or online sign-up link, it provides each student with Future First's current Privacy Policy, and will make every effort to ensure students read and understand the Privacy Policy before they sign up;

(B) it will provide reasonable co-operation to Future First to enable Future First to provide the Services in accordance with this Agreement and to achieve its wider objectives around the Future First programme;

(C) any information or data provided by the Organisation to Future First shall be provided on a timely basis and will be reasonably complete and accurate; and

(D) in using the web platform (the "**Portal**") provided by Future First as part of the Services, it will comply with data protection legislation, as outlined in clause 7.

5. **Termination of Agreement**

- 5.1 Either party shall be entitled to terminate this Agreement immediately by written notice to the other if the other party breaches this Agreement and, where the breach can be resolved, fails to resolve the breach

within ten (10) days of the initial notice.

5.2 Future First may terminate this Agreement immediately by written notice to the Organisation where the Organisation has failed to pay an Invoice within sixty (60) days of the date of the invoice.

5.3 Within a reasonable period of time following termination or expiry of this Agreement, Future First shall send the Organisation a copy of all the personal data held by Future First at the point of termination or expiry relating to students and former students of the Organisation (excluding students and former students who have withdrawn consent for Future First to share their data with their former school). Future First shall retain and use copies of the data for a defined period as specified in the [Privacy Policy](#).

5.4 Any termination or expiry of this Agreement will not affect any accrued rights or liabilities of either party. Clauses 5 to 13 (inclusive) shall continue to apply notwithstanding any termination or expiry of this Agreement.

6. Liability

6.1 This Agreement is exempt in the case of either party's liability for: (a) death or personal injury caused by a party's negligence; or (b) any liability of either party to the other arising out of any breach of any of clauses 7.2(A) and/or 7.2(B).

6.2 Subject to clause 6.1, neither party shall be liable to the other for any indirect or consequential losses arising out of or in connection with this Agreement (whether in contract or tort (including negligence)) of any kind whatsoever and howsoever caused, even if that party had been advised of their possibility.

6.3 Subject to clauses 6.1 and 6.2, Future First's maximum aggregate liability to the Organisation in any twelve (12) month period arising out of or in connection with this Agreement (whether in contract or tort (including negligence)) shall not exceed the total Price paid by the Organisation to Future First in such a twelve (12) month period.

7. Data Protection

7.1 Future First will collect and process personal data on behalf of the Organisation. Both Future First and the Organisation shall be joint data controllers of this personal data (terms as described in the Data Protection Act 2018 ("**DPA 2018**") and General Data Protection Regulation 2018 ("**GDPR**").

7.2 Each party acknowledges and agrees that:

- (A) it complies and shall continue to comply at all times with the DPA 2018 and GDPR and any and all related legislation, regulations, guidance and other codes of practice in respect of the personal data, including by maintaining any valid and up to date registration or notification required under the DPA 2018 and GDPR;
- (B) it has collected all necessary consents as required under the DPA 2018 and GDPR for the transfer of personal data to the other party for the purposes of the other party processing it as outlined in this Agreement and Future First's Privacy Policy;
- (C) the Organisation shall notify Future First promptly upon receiving a request for information, claim, complaint or allegation in relation to the Personal Data. Where a data subject requests that their data be permanently removed, Future First agrees to notify the Organisation within 1 week of such a request. The Organisation agrees to delete related data which may exist outside of the Portal; and
- (D) both parties shall implement appropriate technical and organisational measures to protect the Personal Data against unlawful processing and against accidental loss, destruction, damage, alteration or disclosure of the Personal Data. This includes:
 - i) The Organisation restricting email communication with alumni and supporter to the Portal;

- ii) The Organisation ensuring alumni and supporter personal data is kept within the Portal and never shared with unauthorised parties;
- iii) The Organisation providing Portal access only to those individuals who are aware of this Agreement and the data protection considerations.

For further guidance on data protection, please see our privacy policies:

[For alumni & other supporters](#)

[For external stakeholders](#)

8. Confidentiality

- 8.1 Subject to clause 8.2, all information, obtained or received under this Agreement shall be treated by the receiving party as confidential and will not be disclosed to any third party without the disclosing party's prior written consent and without the third party signing an undertaking of confidentiality unless or until: (A) the information is within the public domain; or (B) the information becomes public knowledge through no fault of the receiving party.
- 8.2 The Organisation agrees that Future First may:
- (A) use the Organisation's name and logo on Future First's website and in marketing materials, for the purposes of marketing and increasing the profile of the Services; and
 - (B) disclose the Organisation's Information to its data processors, professional advisors and subcontractors for the purposes of providing the Services and/or receiving professional advice.

9. Transfer and Subcontracting

- 9.1 The Organisation is not entitled to transfer its rights and/or obligations under this Agreement to any third party without the other party's prior approval in writing.
- 9.2 Future First shall have the right to subcontract any of its rights and/or obligations under this Agreement to any third party, however Future First shall remain responsible for the acts and omissions of any such third party which arise in the provision by any such third party of its services as a subcontractor to Future First.

10. Severance

- 10.1 If any part of this Agreement is or becomes illegal, invalid or unenforceable in whole or in part, the relevant clause shall be deemed not to form part of this Agreement and shall not affect the legality, validity or enforceability of the remainder of this Agreement.

11. Notices

- 11.1 Any notice to a party in relation to this Agreement shall be in writing and may be emailed or posted to such party's respective directors and/or contact name at its registered address. Any notice sent by post shall be deemed to have been received 3 (three) days from the time of posting and, if sent by email shall be deemed to have been received at the time of sending.

12. Waiver

- 12.1 Any failure by either party to exercise or enforce any rights under this Agreement shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement of such right at any

time or times thereafter.

13. Governing Law and Jurisdiction

- 13.1 This Agreement and any non-contractual obligations arising from or connected with it shall be governed by English law and both parties agree that the courts of England are to have exclusive jurisdiction to settle any disputes which may arise in connection with this Agreement.

The Service – Embed Membership

Future First shall provide to the Organisation the following as part of the Embed membership:

- A data collection service consisting of online forms to collect alumni and supporter details for each participating school – data collected from the online form will automatically be fed into Future First's database;
- A secure, online database (the Portal) which allows the Organisation to
 - sign up new alumni and supporters using a bespoke URL;
 - filter and search records related to current and former pupils of the Organisation;
 - see how alumni and supporters are keen to support the Organisation;
 - message alumni and supporters directly via the alumni mailbox;
 - record activities, support given and notes against individual records;
 - add custom questions to the online sign up form;
 - add an unlimited number of staff users, with either full access or read only access.
- An assigned Alumni Programme Officer to work with the Organisation to build, engage and activate the network of alumni and supporters;
- Two events planned and delivered by Future First staff for up to 30 pupils;
- Annual tracking survey to keep alumni and supporter details up to date;
- A Digital Toolkit containing resources, guidance, and lesson plans to support the Organisation in managing their network;
- 2 x electronic Alumni posters;
- Invitations to regional roundtables and conferences with other participating Organisations;
- Specialist press support to promote the Organisation's network of alumni and supporters;
- Opportunities to benefit from national Future First PR campaigns to recruit alumni and supporters.
- Future First will be able to communicate with Alumni on behalf of the Organisation. For full details on how these communications will work throughout the year please see the relevant resource in the Digital Toolkit or speak with assigned Alumni Programme Officer. This document can also be requested in advance by contacting Future First;
- Opportunities to take advantage of insight days and employability workshops, organised in conjunction with Future First's employer partners.

Future First reserves the right to change the Services from time to time upon giving to the Organisation not less than thirty (30) days' notice prior to any such change becoming effective.

○ **The Price**

The Price shall be £3,000 per annum excluding VAT, invoiceable by Future First at the start of the Initial Term and each Renewal Period.

Future First reserves the right to increase the Price from time to time by giving to the Organisation notice by email. Any such increase in price shall take effect from the start of the Renewal Period immediately following the Initial Term or Renewal Period in which notice of the Price increase is given to the Organisation.