Commercial Agreement

Use of the Spriing Platform

THIS AGREEMENT IS MADE BETWEEN

ASCENTIS (Awarding Organisation)

and,

BRADFORD COLLEGE

Effective Date: 1st September 2025

1. Parties

This Agreement is made between:

Ascentis, a UK-based awarding organisation, with its principal office at Lancaster Business Park, Mannin Way, Lancaster LA1 3SW ("Ascentis")

and,

Bradford College, a further and higher education institution, with its principal office at Great Horton Road, Bradford, BD7 1AY ("the Centre")

2. Purpose

a) This Agreement sets out the terms under which Bradford College will access and use the Spriing Platform, a digital learning environment developed by Spriing Limited, to support hybrid learning delivery for learners enrolled in Ascentis qualifications.

3. Definitions

Term	Definition
Ascentis Privacy Policy	The privacy statement published by Ascentis, available at https://www.ascentis.co.uk/website-privacy-statement, which outlines how Ascentis collects, uses, and protects personal data.
Ascentis Centre Agreement Terms and Conditions	The contractual terms that govern the relationship between Ascentis and its recognised centres, including obligations related to qualification delivery, data protection, and compliance. These are accepted upon completion of the Centre Recognition process.
Data Sharing Agreement (Appendix 3)	A legally binding appendix to the Centre Agreement that sets out the framework for sharing personal data between Ascentis and its centres, including roles, responsibilities, safeguards, and compliance with UK GDPR.

Term	Definition
Spriing Platform	A digital learning platform developed by Spriing Limited, designed to support hybrid learning delivery for learners enrolled in Ascentis qualifications.
Centre Recognition	The formal process by which a centre is approved by Ascentis to deliver its qualifications, triggering acceptance of all associated contractual documents.
Cyber Essentials Certification	A UK government-backed certification scheme that demonstrates an organisation's commitment to cybersecurity standards.
Multi-Factor Authentication (MFA)	A security mechanism requiring multiple forms of verification to access the Spriing Platform.
Turnitin Integration	The embedding of Turnitin plagiarism detection services into the Spriing Platform to support academic integrity.
Initial Term	The first three (3) years of this Agreement from the Commencement Date.
+1+1 Option	The right to extend the Agreement for two additional 12-month periods following the initial three-year term, subject to mutual agreement.

4. Terms Agreed

a) This Agreement shall commence on 1st September 2025 (the "Effective Date") and shall continue for an initial period of three (3) years (the "Initial Term"), unless terminated earlier in accordance with the provisions of this Agreement,

b) Subject to mutual agreement, the parties may extend this Agreement for up to two (2) additional periods of twelve (12) months each (the "+1+1 Option"). Any such extension shall be agreed in writing, including confirmation of applicable

pricing and terms, no later than sixty (60) days prior to the expiry of the third year of the Agreement.

5. Termination

a) Either party may terminate this Agreement for convenience at the 12-month anniversary (1st September 2026) or the 24-month anniversary (1st September 2027) of the Effective Date, by providing no less than thirty (30) days' prior written notice to the other party.

b) If Spriing Limited fails to deliver all of the following by 31st August 2026:

(i) Full implementation of Multi-Factor Authentication (MFA), and

(ii) Embedding of Turnitin plagiarism detection functionality,

then Bradford College shall have the right to terminate this Agreement without penalty at either the 12-month or 24-month review point, by providing thirty (30) days' written notice.

6. Pricing

a) The following pricing structure shall apply to Bradford College's use of the Spriing Platform over the initial three-year term of this Agreement:

(i) Year 1 (1st September 2025 – 31st August 2026)

- Bradford College shall be granted access to and use of the Spriing Platform at no cost.
- This introductory period is provided free of charge to support onboarding, platform implementation, staff training, and collaborative development.
- Only standard registration costs will apply during this period.

(ii) **Year 2 (1st September 2026 – 31st August 2027)**

- A licence fee of £80 per registered learner shall apply for continued access to the Spriing Platform.

(iii) **Year 3 (1st September 2027 – 31st August 2028)**

- A licence fee of £80 per registered learner shall continue to apply.

(iv) **Extension Periods**

- Should the parties agree to extend the Agreement beyond the initial three-year term under the +1+1 Option, pricing for each

extension year shall be negotiated and agreed in writing no later than sixty (60) days prior to the end of Year 3.

b) To ensure fair and accurate billing, the following learner charging process shall apply:
   (i) Once a learner is registered on the Spriing Platform, a six (6) week grace period will apply during which the learner will not be chargeable.
   (ii) At the end of this period, Bradford College shall provide an updated list of learners who have withdrawn or not continued with their course.
   (iii) Learners identified as having left will be removed from both the Spriing Platform and Parnassus, and no licence fee will be charged for these individuals.
   (iv) This process applies to all chargeable years of the Agreement.
   (v) If the list is not submitted within five (5) working days of the end of the grace period, Ascentis reserves the right to charge based on the registered learner data available at that time.
   (vi) Both parties agree to maintain accurate records and cooperate in good faith to resolve any discrepancies.

c) Parnassus Integration Timeline
   (i) Full integration of the Spriing Platform with Parnassus is scheduled to be completed and operational by September 2026.
   (ii) This timeline is subject to mutual review and may be adjusted by agreement in writing should technical or operational factors require.

d) VAT and Invoicing
   (i) All fees are exclusive of VAT (if applicable) and shall be invoiced and payable in accordance with the invoicing terms set out in the Ascentis Centre Agreement Terms and Conditions.

7. Platform Access and Functionality

a) Bradford College will have access to the Spriing Platform with defined user roles including Learner, Tutor, Curriculum Manager, and Admin Manager. Key features include:
   (i) Unique UserIDs and optional integration with LearnerID from Parnassus.
   (ii) No cross-provider data access.
   (iii) Course and unit management, cohort and class structures.
   (iv) Learner access to materials, assessments, and submission portals.
   (v) Tutor/admin control over unit release and deadlines.
   (vi) Customisable branding for Bradford College.

8. Service Level Agreements (SLAs)

a) Ascentis shall ensure that Spriing Limited delivers the following key service developments and integrations within the first year of this Agreement (1st September 2025 – 31st August 2026):

   (i) **Implementation of Multi-Factor Authentication (MFA):** A secure, platform-wide authentication mechanism that enhances user account protection through multiple verification methods.

   (ii) **Embedding of Turnitin:** an agreement of incorporating the Turnitin plagiarism detection functionality alongside the Spriing Platform, enabling academic integrity checks for learner submissions.

   (iii) **[Optional] Attainment of Cyber Essentials Certification**: Pursuit of the UK Government-backed Cyber Essentials Certification, demonstrating Spriing Limited's commitment to implementing robust cybersecurity measures and safeguarding sensitive data across its platform.

b) These deliverables are considered material obligations under this Agreement. Progress and compliance will be actively monitored through the structured governance framework outlined in Clause 8 (Review and Collaboration), including monthly operational reviews and quarterly strategic meetings.

c) Failure to meet these obligations may trigger the conditional termination rights set out in Clause 4(d), allowing Bradford College to exit the Agreement without penalty at the designated review points.

9. Review and Collaboration

a) To ensure the effective delivery, continuous improvement, and strategic alignment of the Spriing Platform, the parties agree to the following structured engagement:

   (i) **Monthly Operational Review Meetings**
   These meetings shall be held between operational leads from Ascentis, Bradford College, and Spriing Limited (where appropriate) and will include:

   - Monitoring of platform usage and learner engagement
   - Identification and resolution of technical or administrative issues

- Review of support requests and service performance against SLAs
- Collection of user feedback and discussion of short-term improvements

(ii) **[Optional] Quarterly Strategic Review Meetings**

These sessions shall involve senior stakeholders from all parties and will focus on:

- Evaluating progress against strategic objectives and development milestones
- Reviewing the roadmap for platform enhancements and feature releases
- Discussing collaborative opportunities for innovation and pedagogical impact
- Assessing risks, compliance, and alignment with regulatory or institutional priorities

10. Data Protection and Confidentiality

a) As part of the delivery and operation of the Spriing Platform, the following categories of personal data will be processed:

(i) Categories of Personal Data: The personal data shared and processed under this Agreement shall be limited to what is necessary for the provision, customisation, and maintenance of the Spriing Platform. This includes:

- Learner full name
- Cohort and class information
- Qualification and assessment data (including unit progress and submission records)
- Platform usage data (e.g. login activity, resource access, submission timestamps)
- No special category data (e.g. health, ethnicity, or criminal offence data) will be processed unless explicitly required and lawfully justified under UK GDPR.

(ii) Categories of Data Subjects: The data subjects whose personal data may be processed under this Agreement include:

- **Learners**: Individuals enrolled on Ascentis qualifications at Bradford College who access and use the Spriing Platform.

- **Centre Staff**: Tutors, Curriculum Managers, and Admin Managers at Bradford College who are assigned platform roles and responsibilities.
- **Ascentis Personnel**: Where necessary, limited data relating to Ascentis staff may be processed for administrative and support purposes.

b) All data processing activities shall be conducted in accordance with the roles and responsibilities set out in the Data Sharing Agreement (Appendix 3). Appendix 3 is accessible via the Ascentis website using [this link]. If you are unable to locate the appendix, please contact the Ascentis Legal team at legal@ascentis.co.uk for assistance.

11. Intellectual Property

a) All intellectual property in the Spriing Platform remains the property of Spriing Limited and/or Ascentis.

b) Bradford College shall not copy, modify, or distribute any part of the platform without prior written consent.

12. Warranties and Indemnities

a) Each party warrants that it has the authority to enter into this Agreement.
b) Each party shall indemnify the other against any claims arising from breach of this Agreement or applicable laws.

13. Force Majeure

a) Neither party shall be liable for any delay or failure to perform its obligations under this Agreement if such delay or failure results from events, circumstances, or causes beyond its reasonable control ("Force Majeure Event"). These may include, but are not limited to:

(i) Epidemics or pandemics
(ii) War, armed conflict, terrorist attack, civil unrest, or riots
(iii) Governmental actions, embargoes, or restrictions
(iv) Labour disputes or strikes (excluding those involving the affected party's own workforce)
(v) Failures of utility services or telecommunications networks
(vi) Cyberattacks or other malicious technological disruptions

b) The affected party shall notify the other party in writing as soon as reasonably practicable of the occurrence of a Force Majeure Event and shall use all reasonable endeavours to mitigate the effects of the delay or failure.
c) If the period of delay or non-performance continues for more than sixty (60) days, either party may terminate this Agreement by giving fourteen (14) days' written notice to the other party.

14. Anti-Bribery

a) Each party shall comply with all applicable anti-bribery and anti-corruption laws, including but not limited to the UK Bribery Act 2010.
b) Neither party shall offer, give, solicit, or accept any bribe or other improper inducement in connection with the performance of this Agreement.
c) Each party shall maintain adequate procedures designed to prevent bribery and corruption and shall promptly report to the other party any request or demand for any undue financial or other advantage of any kind received in connection with the performance of this Agreement.
d) Breach of this clause shall be deemed a material breach of this Agreement and shall entitle the non-breaching party to terminate the Agreement with immediate effect.

15. Audit Rights

a) Each party shall have the right, upon reasonable notice and during normal business hours, to audit the other party's use of the Spriing Platform and related obligations under this Agreement, solely for the purpose of verifying compliance with the terms of this Agreement.
b) Such audits may include, but are not limited to, inspection of usage records, learner registration data, and any relevant documentation or systems used in connection with the Platform.
c) The audited party shall provide reasonable cooperation and access to relevant personnel, systems, and records as required to facilitate the audit.
d) If any audit reveals material non-compliance, the audited party shall promptly take corrective action.
e) Each party shall bear its own costs in relation to any audit conducted under this clause, except that Bradford College agrees to reimburse Ascentis for reasonable audit costs directly arising from inaccuracies in reported student numbers.

16. Notices

a) Any notice or other communication given under or in connection with this Agreement shall be in writing and shall be delivered by hand, sent by pre-paid first-class post or recorded delivery, or by email to the addresses specified in section "1. Parties"

b) A notice shall be deemed to have been received:
   (i) If delivered by hand, at the time of delivery;
   (ii) If sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting;
   (iii) If sent by email, at the time of transmission, provided no delivery failure notification is received.

17. Governing Law

a) This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with the laws of England and Wales.

b) The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter.

18. Signatures

This Agreement is entered into and executed by the authorised representatives of the parties on the dates indicated below.

For and on behalf of **ASCENTIS**

Signed: P Howarth

Name: Paul Howarth

Position: Group Commercial Director

Date: 22nd July 2025

For and on behalf of **BRADFORD COLLEGE**

Signed: Christopher Malish
Christopher Malish (Jul 23, 2025 11:53:08 GMT+1)

Name: Christopher Malish

Position: Deputy CEO

Date: Jul 23, 2025

Commercial Agreement (Use of Spriing Platform) - Bradford College

Final Audit Report 2025-07-23

Created:	2025-07-23
By:	Mitchell Thackrah (mitchell.thackrah@ascentis.co.uk)
Status:	Signed
Transaction ID:	CBJCHBCAABAAzkI7QPova8PCqHwn61skYWmdb5YUtYwr

"Commercial Agreement (Use of Spriing Platform) - Bradford College" History

Document created by Mitchell Thackrah (mitchell.thackrah@ascentis.co.uk)
2025-07-23 - 10:29:59 AM GMT- IP address: 86.134.47.89

Document emailed to c.malish@bradfordcollege.ac.uk for signature
2025-07-23 - 10:32:09 AM GMT

Email viewed by c.malish@bradfordcollege.ac.uk
2025-07-23 - 10:32:22 AM GMT- IP address: 48.209.223.64

Signer c.malish@bradfordcollege.ac.uk entered name at signing as Christopher Malish
2025-07-23 - 10:53:06 AM GMT- IP address: 195.195.20.200

Document e-signed by Christopher Malish (c.malish@bradfordcollege.ac.uk)
Signature Date: 2025-07-23 - 10:53:08 AM GMT - Time Source: server- IP address: 195.195.20.200

Agreement completed.
2025-07-23 - 10:53:08 AM GMT

Adobe Acrobat Sign