

SUPPLY OF SERVICES AGREEMENT

This Agreement is made on 20 November 2025

BETWEEN

1. Oak National Academy Limited a company incorporated in England and Wales under No.14174888 whose registered office is at 1 Scott Place, 2 Hardman Street, Manchester, M3 3AA ("**Oak National Academy**" or "**Oak**");
- and**
2. Moorfield Innovation Limited incorporated in England and Wales under No. 15031573 whose registered office is at **31 Wolverhampton Road, Oldbury, B68 0NH** ("**Provider**")

WHEREAS

A This is a contract for the supply of services, the terms of which are set out in Schedule 1 below.

B The Provider confirms that it has the required expertise and knowledge to supply the services.

C The parties have agreed the following terms and conditions for the supply of the services.

1 The Provider

1.1 The Provider's obligation to provide the Provider Services shall be performed by one or more staff of the Provider as it may consider appropriate ("Staff") subject to Oak being reasonably satisfied that any Staff have the required skills to provide the Provider Services to the required standard.

1.2 The Provider has the right, at its own expense, to enlist additional Staff or sub-contractors ("Sub-Contractors") in the performance of the Provider Services, provided that the Provider provides details of the additional Staff or Sub-Contractor to Oak before enlisting them and subject to the partner being reasonably satisfied that the additional Staff or Sub-Contractor have the required skills to provide the Provider Services.

1.3 Where the Provider sub-contracts pursuant to 1.2, the Provider shall be responsible for paying the Sub-Contractor and shall ensure that they are bound by the same obligations of the Provider under the terms of this Agreement and that the Provider shall remain responsible for the acts or omissions of any such substitute or sub-contractor.

2 Duration, Extension and Termination

2.1 The Agreement commenced on 24 November 2025 and will continue until 31 March 2025.

2.2 Oak may at any time and without prejudice to any rights or claims it may have against the Provider by notice in writing terminate this Agreement forthwith and without any liability to pay any compensation or damages if at any time the Staff of the Provider:

- (a) shall be deemed guilty of serious misconduct or commit a material breach of any of the terms of this agreement or, after warning in writing, wilfully neglect to perform all or any responsibilities under the Terms of Reference in Schedule 1;
- (b) does anything contrary to the aims and/or the Key Policies of Oak (as from the date these are drafted and shared with the Provider);
- (c) does anything which brings or may bring Oak into disrepute;
- (d) shall commit any act of fraud or dishonesty (whether or not connected with engagement hereunder);
- (e) shall be incapacitated including by reason of prolonged period of illness or accident that prevents the timely completion of the Services;
- (f) shall be deemed as being in a position of actual or potential conflict of interest as a result of the Provider's other activities, undertakings or interests;

2.3 Any delay by Oak in exercising a right to terminate shall not constitute a waiver of such right.

2.4 Either party may terminate this Agreement as of will by providing the other with 30 days' notice. Completed milestones/services will be paid in full. Payment for partially completed milestones/services will be calculated based on percentage of work completed.

3 Fee

3.1 Oak agrees a total fee of £28,000 (inclusive of VAT) payable as per Schedule 2.

3.2 Payment for the services provided will be made by Oak within 30 days of month end following submission of a monthly invoice by the Provider, subject to authorisation. Invoices must include detail of work completed during the billed period.

4 Expenses

4.1 It is agreed that the overall Provider fee for the Services already includes an element for general overheads that would naturally occur in running a Provider business, such as:

4.1.1 Computer

4.1.2 Telephone calls

4.1.3 Stationery

4.1.4 Photocopying

4.1.5 Printing

4.2 The Provider can recover from Oak reasonable expenses outside of general overheads, with prior consent from a member of Oak's senior leadership team.

5 Agreement for Services

5.1 Oak shall engage the Provider and the Provider shall supply the Services.

5.2 Under this Services Agreement, the liability for paying Income Tax and National Insurance contributions for Staff of the Provider will rest with the Provider, and Oak will make no deductions for these liabilities.

5.3 This Services Agreement constitutes a contract for services to which the provisions of the Employment Rights Act 1996 do not apply. At no time during the period covered by the letter of agreement will a contract of employment exist between Staff of the Provider and Oak.

5.4 It is the Provider's responsibility to ensure that the Staff of the Provider have the necessary work permits and visas to enter into this Agreement and supply the services.

5.5 The Provider shall determine the time commitment required to ensure the Services are provided in a timely, efficient and professional manner.

5.6 While Oak may define the scope of projects in relation to which the Services will be provided, the Provider shall determine the method of delivery of the Services and Oak shall not exercise any control over the method of delivery. However, the Provider shall share, on request, such information as Oak may reasonably require in relation to the progress of the Services and projects in relation to which the Services are provided.

5.7 The Provider takes responsibility for fixing any reasonable issues or problems which arise directly from or in the service provided for the agreed services. The Provider will acknowledge any amendments that need to be made within 24 hours of notice given and will agree to a reasonable time frame to fix any issues in writing. No extra charge shall be incurred for work undertaken as part of this clause.

5.8 Oak has no obligation to make work available and the Provider shall receive no payment for periods when the Services are not provided (including, for the avoidance of doubt, when no work is available). The parties shall have no expectation of ongoing work being made available by Oak or of services being provided by the Provider beyond that which is agreed during the Term.

6 Personal Data

6.1 Oak will collect and process information relating to Staff of the Provider in accordance with the Contractor Privacy Notice.

6.2 The Provider warrants and undertakes that any personal data (which has the same meaning as in the UK General Data Protection Regulation (GDPR)) which is provided to it by Oak for the purposes of carrying out services under the terms of this Agreement shall be treated in accordance with Clause 10 of this Agreement.

7 Warranty.

7.1 As a Provider to Oak, the Provider warrants that all the Provider's work is original, that it shall not be defamatory, and shall not infringe the rights of any third party or be in any way unlawful.

7.2 If the Provider makes use of the services of any third party, the Provider undertakes to procure an assignment of copyright and waiver of moral rights from such third party in such terms as Oak reasonably requires at no cost to Oak.

8 Use of E-mail and Internet

8.1 If Staff of the Provider have been given an Oak e-mail address, the Provider agrees not to use that address for purposes not related to the Provider's duties under this Agreement.

9 Confidentiality and Data Protection

9.1 All information relating to Oak's business, affairs, products, trade secrets, know-how, personnel, identity of customers and suppliers, images, drawings, specifications, documents, contracts, design material and any other data which may reasonably be regarded as confidential information, shall hereinafter be referred to as 'Confidential Information' and the Provider agrees to use such Confidential Information solely for the purposes of this Agreement and not to, at any time during or after the completion, expiry or other termination of this Agreement use or disclose the same whether directly or indirectly to any third party without prior written consent of Oak.

9.2 The Provider shall take appropriate technical and organisational security measures, that are satisfactory to Oak, against unauthorised or unlawful Processing of Personal Data and against accidental loss, destruction of, or damage to such Personal Data;

9.3 At a minimum, the Provider's safeguards for the protection of Confidential Information shall include: (i) limiting access of Confidential Information to authorised Employees and authorised Persons; (ii) securing business facilities, data centres, cloud hosted services, paper files, servers, back-up systems and computing equipment, including, but not limited to, all mobile devices and other equipment with information storage capability; (iii) implementing network, device application, database and platform security; (iv) securing Confidential Information transmission, storage and disposal; (v) implementing authentication and access controls within media, applications, operating systems and equipment; (vi) encrypting all Confidential Information stored on any mobile media; (vii) encrypting Confidential Information transmitted over public or wireless networks; (viii) strictly segregating Confidential Information from information of the Provider or its other customers so that Confidential Information is not commingled with any other types of information; (ix) implementing appropriate personnel security and integrity procedures and practices, including, but not limited to, conducting background checks consistent with applicable law; and (x) providing appropriate privacy and information security training to the Provider's employees.

9.4 The Provider shall comply with all of its obligations under the UK Data Protection Act 2018 and the UK GDPR, and, if Processing Personal Data on behalf of Oak ("Oak Personal Data"), shall only carry out such Processing for the purposes of providing the Services and the Software in accordance with this Agreement and in accordance with any other instructions from Oak as may be specified from time to time.

9.5 The Provider is required to read the Oak Data Protection Policy, the Acceptable Use Policy and the Contractor Privacy Notice and by signing this Agreement confirm that the Provider will do so on receiving the policy by email.

9.6 The Provider shall comply with the Oak Data Protection Policy and Acceptable Use Policy.

9.7 Failure to comply with the Oak Data Protection Policy and Acceptable Use Policy may result in the termination of this contract.

9.8 The obligation of confidentiality and data protection will survive the expiry or termination of this agreement.

9.9 The provisions relating to Confidentiality shall not apply in respect of any information which is at the time of disclosure available or subsequently becomes available to the public otherwise than through any act or default of the Provider.

10 Intellectual Property

10.1 The Provider hereby assigns to Oak by way of assignment all present and future copyright, design right, and all other proprietary rights (if any) thereof throughout the World in respect of all copyright works and designs originated, conceived, written or made by the Provider (except only those works or designs originated, conceived, written or made by the Provider which are wholly outside the Provider's Agreement hereunder) during the period of the Provider's Agreement with Oak and in perpetuity thereafter. If the Agreement includes the preparation of a database for Oak, the database right is included in the proprietary rights to be assigned.

10.2 The Provider hereby irrevocably and unconditionally waive in favour of Oak any and all moral rights conferred to the Provider by Chapter IV of Part I of the Copyright Designs and Patents Act 1988 for any work in which copyright or design right is vested in Oak whether by clause 10.1 or otherwise.

10.3 The Provider shall, at the request and expense of Oak, do all things necessary or desirable to substantiate and enforce the rights of Oak under clauses 10.1 and 10.2.

11 Variations

11.1 No variation to this Agreement shall be valid unless in writing and signed by both parties.

12 Non-Exclusivity

12.1 Oak acknowledges that the Provider is in business on its own account and provides the Services on a non-exclusive basis. The Provider shall be entitled to engage in other activities during the Term, provided that such activities do not interfere with the provision of the Services.

13 Health and Safety

13.1 It is expected that the Provider will take reasonable care of their own Health and Safety and that of others with whom they come into contact at Oak. The Provider must also cooperate with Oak in so far as may be necessary to fulfil legal obligations regarding Health and Safety.

14 Conflicts of Interest

14.1 The Supplier:

(a) must take action to ensure that neither the Supplier nor the Supplier's Personnel are placed in the position of an actual or potential Conflict of Interest; and

(b) must promptly notify and provide details to Oak if an actual, perceived or potential Conflict of Interest happens or is expected to happen.

14.2 Oak will consider whether there are any reasonable steps that can be put in place to mitigate an actual, perceived or potential Conflict of Interest.

14.3 Where Oak considers that there are reasonable steps that can be put in place to mitigate an actual, perceived or potential Conflict of Interest (for example by the entering into of an Ethical Wall Agreement), the Supplier will put those steps in place within an agreed timescale.

14.4 If, in Oak's reasonable opinion, such steps do not or will not resolve an actual or potential Conflict of Interest, Oak may terminate this Contract immediately by giving notice in writing to the Supplier. Oak shall, where reasonable and practical, permit the Supplier to complete any ongoing or in-progress work that has been commenced prior to the termination notice, subject to appropriate safeguards, and Oak shall pay the Supplier for such completed work on a pro rata basis in accordance with the terms of this Agreement.

15 Law

15.1 This Agreement shall be governed by and in accordance with the laws of England and Wales, and the English courts shall have exclusive jurisdiction to settle any dispute or claim arising out of or on in connection with this Agreement.

The parties have agreed the above terms and

IN WITNESS whereof the parties hereto have executed this Agreement on the date first above written.

Oak National Academy

X 

Signatory: Emma Beatty

Email of signatory: emma.beatty@thenational.academy

Timestamp: Tuesday, 25 November 2025 08:44 UTC

Moorfield Innovation Limited

X 

Signatory: Kyle Huggins

Email of signatory: kyle.huggins7@gmail.com

Timestamp: Wednesday, 26 November 2025 11:38 UTC

SCHEDULE 1

Terms of Reference

The Provider shall have and undertake the following responsibilities for the Assignment:

1.	Development of a Google Classroom add-on for Oak's primary Next.js/TypeScript platform, working within an Oak product squad.
2.	Stack / context: Next.js, TypeScript, GraphQL, integrated with Oak's existing platform and services.
3.	Other duties as required - aligned to Lot 1 of the Oak Engineering Dynamic Market

Any other responsibilities as agreed in writing between the Provider and the Software Engineering Manager .

SCHEDULE 2

Invoice Schedule

Month	Amount
December 2025	£7000
January 2026	£7000
February 2026	£7000
March 2026	£7000

Invoicing

In order to invoice you must go here [Set up a new account with DfE](https://www.gov.uk/guidance/provide-information-about-your-banking-and-payments-to-dfe) (https://www.gov.uk/guidance/provide-information-about-your-banking-and-payments-to-dfe) it could take over 15 days to get the account set up. Once this is set up we will be able to provide you with a Purchase Order number. Please note that when setting up your account, your name must match exactly with the name on this contract.

Make sure to choose Oak/ONA and put your internal contact as finance@thenational.academy (Finance Manager) please to avoid delays. when signing up as a vendor with the DfE they must use the name which they have used for the contract

Payment of invoices is through the Department for Education on behalf of Oak National Academy Ltd

To ensure prompt and accurate processing invoices must follow a standard format. Please find guidance below on the format required. Please note that if this format is not followed your payment may be delayed.

What information do invoices need to contain?

Please ensure that all invoices quote a full and valid Purchase Order (PO) number. The PO number will include a prefix followed by 6 digits. Please ensure you also include the prefix/letters on your invoice: ONA-PO-XXXXXX. Invoices without a complete and valid PO number will be rejected and delay settlement. All invoices should include the month(s) that work was carried out.

PO's will be provided to you.

We do not accept paper copies of invoices. All invoices should be sent to Oak electronically (as a PDF) and via email.

All invoices should be invoiced to "Oak National Academy Ltd", and be sent to finance@thenational.academy in the first instance.

Line level breakdowns

Invoices that have multiple lines, relating to different costs/goods/services, should be clearly itemised and broken down to reflect the split. Your PO should also reflect the different itemised lines. Please ensure that each itemised line on your invoice also contains the individual amounts (VAT inclusive and/or exclusive).

Confirmation of contact details

As part of the onboarding, the DfE may reach out to you to confirm your organisation's details such as name, address and banking details to ensure we hold accurate information. Please look out for these communications. Should you need to update any of your details please follow the .gov.uk process here: [Provide information about your banking and payments to DfE - GOV.UK \(www.gov.uk\)](https://www.gov.uk/guidance/provide-information-about-your-banking-and-payments-to-dfe) (https://www.gov.uk/guidance/provide-information-about-your-banking-and-payments-to-dfe)

Further information

If you have any questions regarding becoming a vendor, please email accounts.payable@education.gov.uk and a member of the team will get back to you. For any other finance related questions please email finance@thenational.academy.

Moorfield Innovation Limited/EDM/SSA/Learning Squad Engineer/20.11.25

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Filename

*Kyle Huggins*

What	When	Where
 Signed by Kyle Huggins kyle.huggins7@gmail.com	26 Nov 2025 11:38 UTC	IP 94.4.246.124 Mozilla/5.0 (Macintosh; Intel Mac OS X 10_15_7) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/142.0.0.0 Safari/537.36
 Sent for signing by Sarah McCall sarah.mccall@thenational.academy	26 Nov 2025 10:54 UTC	IP 66.92.130.12 Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/142.0.0.0 Safari/537.36
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