

SSir–School Agreement

Annual Agreement —V05

Academic year: _____

This Agreement is concluded between SSir Online School CC trading as SSir (“SSir”) and the school/legal entity identified below (“the School”). It applies only for the Contract Period stated in the Service Schedule and does not renew automatically.

School / legal entity	
School / campus (if different)	
Authorised representative	
Representative position	
Contract Period	

1. Parties and Purpose

The School appoints SSir to provide the specialist teaching and related educational services specified in this Agreement and the Service Schedule to the contracted learners for the Contract Period. The learners remain enrolled at the School, which retains its institutional responsibilities for them, including its relationship with the applicable examining body.

2. Services, Contracted Cohort and Contract Period

SSir will provide the curriculum teaching, assessment programme, PAT process where applicable, marking, feedback, academic reporting and applicable portfolio preparation appropriate to the contracted grade, course and Contract Period.

For a normal full-year engagement, SSir will provide teaching designed to cover the applicable curriculum and will schedule formal assessment and PAT activities at appropriate stages during the academic year. For a shorter or late-starting engagement, SSir’s responsibility is limited to the agreed Contract Period. SSir will make reasonable professional efforts to integrate learners, identify significant inherited deficiencies and address them where reasonably practicable, but cannot guarantee that missed teaching, assessments, incomplete PAT/SBA work or other deficiencies arising before its appointment can be remedied.

In Grade 12, SSir will provide appropriately moderated school-based assessments and will administer the PAT as a staged process. Where the SSir PAT process permits resubmission of a phase, learners will be given a reasonable opportunity to resubmit following feedback and within the published deadlines. SSir will prepare the applicable learner and teacher portfolio documentation arising from the SSir programme for handover to the School.

The Service Schedule identifies the contracted grades/courses, learner numbers, Contract Period, fees, payment dates and any special arrangements. Teaching methods, resource formats, lesson sequences and other day-to-day delivery methods may be adjusted by SSir in the exercise of reasonable professional judgment.

3. School and Learner Responsibilities

- **Liaison teacher.** The School will appoint a liaison teacher as the normal academic and administrative contact with SSir and will ensure that SSir is informed when that appointment changes.
- **Learner participation.** The School is responsible for supervising and encouraging learner participation and for following up material non-participation. SSir provides the teaching opportunity and may alert the

School to significant non-engagement that comes to its attention, but does not undertake to compel learner participation.

- **Learning environment and resources.** The School will ensure that learners have reasonable access to the computer equipment, internet connectivity, prescribed textbooks, software and other learner resources identified by SSir as necessary for the course.
- **Assessment and PAT cooperation.** The School will cooperate with SSir's reasonable assessment, invigilation, security, PAT/SBA and portfolio requirements and will carry out the school-side processes reasonably necessary for these activities.
- **Information and records.** The School will provide accurate learner information and relevant academic records, and the information and cooperation reasonably necessary for SSir to provide the contracted service, particularly where SSir takes over teaching during an academic year.
- **Material academic changes.** Where reasonably possible, the School will inform and consult SSir in advance if it intends a material departure from the agreed academic or assessment programme, including substituting or omitting a formal SSir assessment.

4. Assessment and Academic Administration

SSir will provide sufficient, appropriately scheduled assessment opportunities for the contracted programme and will mark the assessments for which it is responsible. A learner who misses an assessment does not automatically acquire a right to an alternative or replacement assessment. SSir may make alternative arrangements where it considers this appropriate and practicable.

Where assessments require administration by the School, the School is responsible for appropriate invigilation and for protecting confidential papers, passwords and other restricted assessment material. The School will release such material only as authorised, secure completed work where applicable, submit the required evidence to SSir, and inform SSir promptly of any known or reasonably suspected compromise of assessment security.

Final Grade 12 practical examinations. The School retains responsibility for the physical administration of any final Grade 12 practical examination at its authorised examination centre in accordance with the requirements of the relevant examining body. The School will designate a suitably competent person, normally its liaison teacher, where permitted by the examining body, to carry out the on-site subject-specific duties required. These may include arranging the printing of candidates' work in the presence of the Chief Invigilator, correct identification of printouts, secure backups and retention, required declarations, secure packaging and submission of examination material, and compliance with prescribed deadlines. SSir provides online teaching, assessment and examination preparation but does not supply a teacher or other person physically present at the examination centre or assume these examination-centre duties. The School remains responsible for these duties whether its learners enrol individually or through a bulk school arrangement.

The School retains authority over its own assessment decisions. If it intends to depart materially from the SSir assessment programme, it will consult SSir sufficiently in advance where reasonably possible so that SSir can advise on the academic consequences and, where practicable, possible alternatives.

The School may provide SSir with results obtained before SSir assumed responsibility for the learner or from an assessment conducted outside the SSir programme. SSir may record and use such results where academically appropriate. Where such a result is entered into the SSir Moodle gradebook, it will be identified by comment as a school-provided mark. SSir may rely on the accuracy and legitimacy of academic results formally supplied by the School unless there is a reason to question them.

SSir will manage the academic PAT process for the contracted programme, including instruction, staged deadlines, assessment, feedback, permitted resubmission opportunities and final marking. The School remains responsible for learner follow-up, cooperation with deadlines, checking that required portfolio documentation and evidence are complete, and submission or use of portfolios through the School's

examining-body processes. SSir cannot create compliant evidence for work that a learner has not completed or submitted.

SSir will provide results, calculated academic results where applicable, and relevant academic comments or records. The School remains responsible for its official school reports, promotion decisions and its relationship with the applicable examining body.

5. Fees, Payment and Withdrawal

The fee is for the whole Contract Period. Payment by instalments is a payment arrangement and does not divide the contracted service into separate monthly, termly or quarterly purchases.

The Service Schedule states the contracted learner numbers, applicable course fees, discounts, total contracted fee and payment dates. Unless otherwise agreed in the Service Schedule, the annual contracted fee may be paid in four instalments on the dates specified there.

For normal annual enrolments, SSir may offer an early-withdrawal credit on the terms and by the Early Withdrawal Date stated in the Service Schedule. The current annual Service Schedule will specify the applicable credit percentage. To qualify, the withdrawal must be communicated to SSir by that date. After the Early Withdrawal Date, a learner's withdrawal or discontinuation does not ordinarily create an entitlement to a credit.

A withdrawal credit is calculated from the actual discounted fee attributable to the learner concerned and does not ordinarily trigger retrospective recalculation of the pricing of the remaining contracted cohort. Additional or late enrolments are charged at the fee agreed with SSir for the circumstances of that enrolment.

SSir may, at its discretion, agree to a credit or other arrangement outside the standard withdrawal terms in exceptional circumstances. Such an arrangement does not create an entitlement or precedent for other cases.

The School will pay the agreed fees according to the Service Schedule. If an account becomes materially overdue and remains unresolved after reasonable attempts to address it, SSir may suspend affected services, end the affected engagement and pursue amounts properly due.

6. Expiry and Ending of Services

This Agreement expires at the end of the Contract Period and does not renew automatically. Continuation in a subsequent academic year requires a new annual agreement.

Expiry or ending of the Agreement ends SSir's obligation to provide ongoing teaching, support and new academic services, but SSir will complete reasonable outstanding academic or administrative obligations arising from the Contract Period, including marking properly submitted work and providing results or portfolio documentation that legitimately remain outstanding.

Where either party materially fails to meet its obligations and the problem cannot reasonably be resolved, the other party may end the Agreement. Where SSir becomes genuinely unable to continue providing the contracted service for reasons not caused by the School, SSir will act reasonably to minimise disruption, provide an appropriate academic handover and make an appropriate financial adjustment for contracted services that will not be provided.

A decision by the School to discontinue the service before the end of the Contract Period, where SSir is not in breach, does not by itself extinguish the School's contracted fee obligation, subject to the withdrawal provisions and any exceptional arrangement agreed by SSir.

7. Information, Privacy and Intellectual Property

The School may provide SSir with the learner and contact information reasonably necessary to enrol learners, provide teaching, administer assessment and maintain academic records. The School is responsible for

ensuring that it is entitled to provide that information. Both parties will handle relevant personal information in accordance with applicable privacy law and appropriate security practices. Further information about SSir's processing of personal information may be set out in the applicable SSir Privacy Notice.

SSir retains its rights in its teaching videos, Moodle course content, assessment materials, question banks, instructional resources and other materials created or licensed for the programme. The School and contracted learners may use those resources during the Contract Period for the educational purposes of the contracted programme. This permission does not extend to using SSir resources to provide teaching or course materials after the Contract Period has ended. No ownership of SSir's underlying course content is transferred.

Learners retain their rights in their original work. SSir may receive, store, assess and otherwise process learner work as reasonably necessary for teaching, assessment, academic administration and portfolio purposes. The School is entitled to the appropriate learner records, results and portfolio evidence arising from the contracted service, but not to a copy of SSir's underlying teaching platform or course content.

8. Communication, Authority and General Terms

SSir may ordinarily rely on the School's designated liaison teacher for day-to-day academic and administrative matters concerning the contracted learners. Changes to fees, the Contract Period, termination of the whole Agreement or other material contractual changes must be agreed by representatives with appropriate authority.

The School will keep the contact details of its liaison teacher, accounts contact and other designated contacts reasonably current. Routine academic and administrative communication may take place through the parties' ordinary established electronic channels. Material contractual communications, including learner withdrawal notifications relied upon for a credit, should be made in writing to the appropriate designated contact.

This Agreement and its Service Schedule, together with any additional document expressly incorporated into them, constitute the annual agreement between the parties. A specific special arrangement expressly recorded in the Service Schedule will prevail over an inconsistent general provision of this Agreement for that particular engagement.

Any material amendment to this Agreement must be agreed by appropriately authorised representatives of both parties. Ordinary academic and administrative arrangements made in the course of delivering the service do not require a formal contractual amendment.

The Annual Service Schedule accompanying this Agreement records the contracted courses and cohort, Contract Period, fees, payment dates, designated contacts and any expressly agreed special arrangements.

Signatures

The undersigned confirm that they are authorised to conclude this annual Agreement on behalf of the respective parties.

For the School	For SSir Online School CC
Name:	Name:
Position:	Position:
Signature:	Signature:
Date:	Date: