**Basketball England Slam Jam**

**Service Level Agreement**

1. **Parties**
   1. Basketball England (BE), National Squash Centre, Etihad Campus, Gate 13, Rowsley St, Manchester, M11 3FF
   2. Delivery Partner Details   
      XXX
2. **Agreement Liaisons and Duration**
   1. BE has appointed Nick Holloway as the key contact person in relation to this agreement.
   2. Name has been appointed as the key contact person for all Slam Jam activity for Delivery Provider Name.
   3. This agreement commences in Date and is to support the delivery of Slam Jam. The delivery partner is enabled to continue delivery of Slam Jam post the 6-week period if they undertake the relevant Basketball England accredited training. The delivery partner must adhere to this rule and any new sessions must be agreed with the Basketball England staff member as mentioned in 2.2. Failure to comply with 2.3 will mean immediate termination of this agreement and potentially further action.
   4. This Agreement supersedes any prior agreement related specifically to Slam Jam between the parties whether written or oral and any such prior agreements are cancelled as at the start date but without prejudice to any rights which have already been accrued to either part.
3. **Slam Jam Agreements and Commitments**

As part of this programme the delivery partner will undertake appropriate checks to ensure that they comply with the below minimum operating standards:

* 1. **Safeguarding**
     1. Delivery partners must deploy appropriately qualified staff for Slam Jam sessions who are capable of delivering fun and enjoyable sessions that engage participants from the 7-11 years’ target age groups. All staff/volunteers delivering Slam Jam sessions must have completed the Slam Jam activator course.

Delivery partners must have a Safeguarding Policy and adhere to Basketball England’s Safeguarding policy and associated procedures.

Safe recruitment practices must be followed and all staff/volunteers associated with Slam Jam must hold a clear, enhanced DBS check for the Children’s Workforce. Where an individual’s DBS is not clear, delivery partners must work with Basketball England Safeguarding Team to risk assess the suitability of the staff member/volunteer for the role.

Basketball England will complete spot checks as a form of quality assurance.

3.1.2. The delivery partner will ensure that all activators who work with young persons under the age of eighteen undergo an enhanced DBS check.

3.1.3. In the event that child protection/safeguarding concerns arise in connection to the service the policy and procedures of BE shall be followed. The delivery partner shall ensure relevant information is shared with BE and other appropriate parties.

* 1. **Delivery of Slam Jam**

3.2.1. Delivery staff are required to wear the Slam Jam activator kit provided by BE. There will be a section on the uniform allocated for the partners to co-brand if they wish. Please see brand guidelines for more information.

3.2.2. Delivery staff are required to have attended the online Slam Jam Activator Course (Unless otherwise approved to deliver by Basketball England). The responsibility of meeting all other minimum operating standards, safeguarding, vetting, insurances, policies and procedures lies with the delivery partner. If Basketball England have any concern’s they may request evidence relating to the aforementioned.

* 1. **Monitoring and Evaluation**

3.3.1. The delivery partner must provide data and evaluations in the agreed format and within the agreed timescales for all cycles of delivery. All monitoring must be completed by the agreed dates.

3.3.2. Work with BE to understand the views of coaches, parents and children taking part in the programme. This may involve distributing and collecting questionnaires (will provided in both online and offline formats).

3.3.3 Allow observation of one or more sessions if requested by BE or our associates, to monitor and evaluate the programme.

* 1. **Additional Agreements**

3.4.1. Delivery partners must utilise and access the relevant resources provided by BE to promote and maximise the effectiveness of the Slam Jam programme. Please see brand guidelines for more information.

3.4.2. Delivery partners are only to use the promotional and marketing collateral provided. Delivery partners and staff/volunteers must follow Basketball England’s Social Media and Appropriate Communication guidance. Any other promotional or marketing campaigns/tools to promote Slam Jam are solely to be used by BE unless written permission is granted. Examples of this are X, Facebook, websites etc.

3.4.3. To notify BE of any changes made to the agreed Slam Jam sessions immediately.

3.4.4. Delivery partners are required to adhere to and implement the following:

* Certificate of Public Liability Insurance / Employers Liability – minimum of £3 million.
* Health and Safety Policy / Risk Assessments – BE can provide a template for the delivery partner to use upon request.
* Data Protection and Privacy Policies – BE can provide a template for the delivery partner to use upon request.
* Safeguarding Policy -– BE can provide a template for the delivery partner to use upon request.

3.4.5. Delivery partners must allocate an appropriate number of staff to attend BE’s Slam Jam Activator Course. Failure to attend must be documented to the BE Delivery Manager with a viable reason.

3.4.6. Personal data must not be shared with any third parties unless there is a lawful basis for doing so. This may include sharing for Law Enforcement and Safeguarding purposes.

3.4.7. Delivery partners are responsible for their own policies, procedures and documentation in relation to its insurances, coverage, vetting and safeguarding requirements.

1. **Funding Agreements**

All payments should be made in full ahead of receival of any equipment/resources being delivered and any Slam Jam courses commencing.

* 1. The delivery partner will pay the agreed fee for the Slam Jam package.
  2. The delivery partner will ensure that all the participants receive a participant pack, with the manner at which these are distributed at the discretion of the Delivery Partner. (if applicable to what organization signs up for)

1. **Conditions**
   1. All material, data and information collected during the course of this agreement will remain in the possession of BE and not used without their permission. Only headline non-personal data may be shared and communicated.
   2. The delivery partner shall not without the prior consent of BE assign, sub-contract or deal in any other BE Slam Jam related activity outside of the terms of this agreement.
2. **Agreement Termination**
   1. BE may terminate or suspend this agreement immediately upon giving written notice to the delivery partner without liability for compensation damages to the delivery partner:

6.1.1. Fails to comply with the terms and conditions of this agreement.

6.1.2. Wilfully neglects to perform duties under this agreement and, in particular, fails to remedy any fault in work produced within 5 days of being notified of the fault.

6.1.3. Acts in any way which in the opinion of BE brings or will bring BE into disrepute.

* 1. The delivery partner may terminate or suspend this agreement immediately upon giving written notice to BE without liability for compensation or damages if BE fails to comply with the terms of this agreement.

1. **Governing Law and Jurisdiction**
   1. This Agreement and any dispute or claim arising out of or in connection with it shall be governed by and construed in accordance with the law of England and Wales.
   2. Each party irrevocably agrees to submit to the exclusive jurisdiction of the courts of England and Wales over any claim or matter arising under or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

Signed by for and on behalf of Basketball England

|  |  |
| --- | --- |
| Name: | xx |
| Position: | xx |
| Signed: | xx |
| Date: | xx |

Signed by for and on behalf of Delivery Provider

|  |  |
| --- | --- |
| Print Name: |  |
| Position: |  |
| Signed: |  |
| Date: |  |