

Date: _____

SCHOOL PARTNERSHIP AGREEMENT

«School_Display_name»

SCHOOL PARTNERSHIP AGREEMENT (“Agreement”)

This Agreement is made on

Between

UNIVERSITY OF HERTFORDSHIRE HIGHER EDUCATION CORPORATION a higher education corporation created by the Education Reform Act 1988 and the Further and Higher Education Act 1992, acting through the School of Education, whose principal place of business is at College Lane, Hatfield, Hertfordshire, AL10 9AB (“**University**”) and

«School_name», whose address is at «Address_Line_1» «Address_Line_2» «Address_Line_3» «Postcode» (“**the Partner School**”).

BACKGROUND:

- A. The University wishes to provide facilities to enable its Trainee teachers (“**the Trainees**”) to gain relevant experience, knowledge and skills to meet the Teachers’ Standards.
- B. The Partner School has the facilities and wishes to support and provide the Trainees with appropriate experience and the opportunity to link theory and practice (the “**School Experience**”), to underpin the Trainees becoming qualified teachers and meeting the Teachers’ Standards.
- C. The Parties wish to enter into an agreement as described in Schedule 1, subject to the following terms and conditions, and schedules:

AGREED TERMS:

“Commencement Date”	01 September 2019
“Duration”	31 July 2024 (subject to earlier termination in accordance with the Terms and Conditions)

Definitions

“Lead School”	means a school which has met the criteria to qualify as a lead school as defined by the DfE.
“Parties”	means the University and the Partner School and a reference to “Party” shall mean a reference to either one of them.
“Premises”	means «School_Display_name» «Address_Line_1» «Address_Line_2» «Address_Line_3»
“School Based Training Guidance and Documentation”	means the University handbook and associated documentation received by all Partner Schools relating to school-based training requirements, such documentation includes but is not limited to Assessment Grids for each Assessment Point, Report Forms, Teacher Mentor Meeting Forms, Lesson Observation Forms and Self Evaluation Forms.
“Teachers’ Standards”	means the standards which specify the minimum level of practice expected of trainees and teachers as defined in regulation 6(8)(a) of the Education (School Teachers’ Appraisal) (England) Regulations 2012).
“DfE”	means Department for Education and any successor body.

“QTS”	means Qualified Teacher Status.
“TRA”	means the Teacher Regulation Agency, an executive agency of the Department of Education and any successor body.

Interpretation

- a. Clause, schedule and paragraph headings shall not affect the interpretation of this Agreement.
- b. The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules.
- c. Unless the context requires otherwise, words in the singular include the plural, and in the plural include the singular.
- d. Unless the context requires otherwise, a reference to one gender shall include a reference to the other genders.
- e. A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- f. A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- g. An obligation to do something includes an obligation to not allow that thing to be done.
- h. Any words following the terms including, include, in particular, for example or any other similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or terms preceding those terms.

Schedules

Schedule 1	Purpose, Process Overview and Terms and Conditions
Schedule 2	Responsibilities of the University
Schedule 3	Responsibilities of the Partner School
Schedule 4	Financial Terms
Schedule 5	Early Termination of the School Experience
Schedule 6	Data Protection

Contact Details

<u>University</u>	<u>The Partner School</u>
<p><u>For legal notices</u></p> <p>Office: Office of Vice Chancellor</p> <p>Address: University of Hertfordshire College Lane, HATFIELD, Herts, AL10 9AB United Kingdom</p>	<p><u>For legal notices</u></p> <p>Office: «School_Display_name»</p> <p>Address: «Address_Line_1» «Address_Line_2» «Postcode»</p>
Contact Name: Secretary and Registrar	Contact Name:
<p><u>For any other queries</u></p> <p>Office: School of Education</p> <p>Address: University of Hertfordshire College Lane, HATFIELD, Herts, AL10 9AB United Kingdom</p>	<p><u>For any other queries</u></p> <p>Office:</p> <p>Address:</p>
Telephone: 01707285672	Telephone: «Tel_No»
Email: l.trodd@herts.ac.uk	Email: «Email1»
Website: www.herts.ac.uk	Website:
Contact Name: Dr Lyn Trodd, Dean of School of Education	Contact Name:

Signed by the duly authorised representative of UNIVERSITY OF HERTFORDSHIRE HIGHER EDUCATION CORPORATION

Name:	Dr Lyn Trodd	Signature:	
Position:	Dean, School of Education	Date:	

Signed by the duly authorised representative of the Partner School

Name:		Signature	
Position:		Date	

Schedule 1

1 Purpose

- 1.1 The purpose of this Agreement is to set out the terms on which the Parties agree a School Experience shall be provided by the Partner School and supported by the University, all as described in this Agreement to support teacher training. In the event of any existing agreements which are in effect as of the Commencement Date of this Agreement, between the University and the Partner School for the purpose of School Experience ("**Pre-existing Agreement**"), both Parties agree that such Pre-existing Agreement shall be terminated with effect from the Commencement Date notwithstanding the terms and any notice provisions of such Pre-existing Agreement. Both Parties further agree that termination of the Pre-existing Agreement shall not affect or prejudice any claim or demand that either Party may have against the other under or in connection with such Pre-existing Agreement arising before the Commencement Date.
- 1.2 Both Parties recognise and agree to the following principles to underpin this Agreement:
- 1.2.1 The arrangement between the University and the Partner School works to equip Trainee teachers with the knowledge, skills and experience to meet the Teachers' Standards. Trainees will be supported to understand and apply the links between theory and practice which underpin the profession and will become effective practitioners, able to reflect on their teaching and plan their individual professional development in order to meet the Teachers' Standards. The University and Partner School are jointly responsible for determining the individual progress and attainment of each Trainee and ensuring all of the Teachers' Standards have been fully met. The University will ensure that all module marks are collated for the University's Module and Examination Boards and will recommend successful Trainees for **QTS** to the DfE.
- 1.2.2 School mentors and University tutors guide the development of each Trainee's progress. They also complete Lesson Observation Forms on the Trainee's teaching, set targets and complete documentation to show the Trainee's performance in each of the Teachers' Standards.
- 1.2.3 Head teachers and senior staff work with the School of Education to interview applicants for all teacher education programmes. Head teachers and staff also advise the School of Education on a range of initiatives through representative membership of the ITE Steering Group.
- 1.2.4 The successful partnership between schools and the University benefits all those involved. The Trainee teachers, the schools' staff, the schools, the University tutors and the University. Teachers have opportunities to reflect upon their practice and to engage in professional dialogue with Trainee teachers, tutors and other colleagues articulating and enhancing their thinking and effectiveness in the classroom. Teachers also have the opportunity to extend qualifications by completing accredited continuing professional development courses or by engaging in research. Schools have access to a pool of newly qualified staff and are able to provide a supportive and informed environment for these NQTs. University tutors can forge strong professional links with schools in order to support Trainees and work together for the benefit of teachers and pupils.

2 Process overview

- 2.1 **Partner School**
- 2.1.1 The Trainees will commence their training at the Partner School on such dates as are agreed between the Parties at the Premises.
- 2.2 **Responsibilities and Training**
- 2.2.1 The University shall supply those services and shall undertake those responsibilities set out at Schedule 2.

2.2.2 The Partner School shall supply those services and shall undertake those responsibilities set out at Schedule 3.

2.2.3 In the event that a Trainee is unable to complete their School Experience at the Partner School, both the University and the Partner School shall comply with the terms set out at Schedule 5.

2.3 **Recruitment/Marketing**

2.3.1 Any promotional material/activity which includes reference to the other Party (e.g. use of the other Party's name and/or logo) must be sent to the other Party for consideration and approval (such approval to be notified by the consenting Party to the requesting Party in writing) prior to any use of such material/activity.

2.3.2 Both Parties agree to comply with the recruitment and training criteria as provided in Initial Teacher Training ("ITT") criteria and supporting advice (as provided by the DfE from time to time).

2.4 **Finance**

2.4.1 Both Parties agree to fulfil and abide by the terms set out at Schedule 4.

3 Terms and Conditions

3.1 **Intellectual Property and Other General Terms**

3.1.1 For the avoidance of doubt, it is agreed that the intellectual property in the materials and services provided by each Party shall belong to the Party providing the same and neither Party shall obtain or acquire any rights in respect of these or any other intellectual property of the other Party or in the goodwill associated therewith.

3.1.2 The University agrees that the Partner School may use the materials supplied by the University ("**University Materials**") and any names, logos and images supplied by the University ("**University Brand**") for the purposes only of performing the Partner School's obligations under this Agreement. The Partner School agrees that its use of the University Materials and University Brand will be in accordance with any usage guidelines and other regulations stipulated by the University from time to time.

3.1.3 Both Parties confirm that they shall comply with their obligations as set out in Schedule 6 (Data Protection) of this Agreement.

3.1.4 Each Party (the "**Receiving Party**") agrees not to use the other's Confidential Information (which means information labelled as such or which is clearly confidential by its nature, relating to materials or services under this Agreement) for its own purposes or to disclose it to anyone else otherwise than as needed for carrying out its obligations under this Agreement. This prohibition does not cover: (i) information already in the public domain at the time of its communication to the Receiving Party (or that subsequently enters the public domain other than through breach of this Agreement by the Receiving Party), or (ii) information that the Receiving Party is required to disclose by law, regulation or order of a competent authority, or (iii) information that the Receiving Party legitimately had in its possession without any restriction on disclosure before communication to it by the other Party .

3.1.5 Each Party acknowledges that the other Party is subject to the requirements of the Freedom of Information Act 2000 (as amended from time to time) (the "FOIA") and each Party shall assist and co-operate with the other Party (on request and at each Party's own expense) to enable the other Party to comply with the information disclosure requirements imposed on them by the FOIA.

3.1.6 The Partner School's professional staff (as applicable) shall be covered by the Partner School's professional indemnity insurance. The Partner School shall ensure it holds public liability insurance, employers' liability insurance and any other insurance that may be relevant, at all times during the School Experience and for all Premises used for the School Experience, whether owned or controlled or for the time being in use by the Partner School.

3.1.7 The Partner School shall indemnify the University against all costs, claims or liabilities which may arise from negligent acts or omissions by the Trainees during the course of the School Experience.

- 3.1.8 The Partner School shall indemnify and keep the University indemnified from and against any and all loss, damage or liability suffered by the University resulting from a breach of this Agreement by the Partner School including any act, neglect or default of the Partner School's employees or agents and breaches in respect of any matter arising from the provision of the School Experience.
- 3.1.9 In the event of any incidences involving University staff and/or Trainees, either during or in relation to the School Experience or at any time while attending at the Partner School's Premises and/or undertaking work on behalf of the Partner School, the Partner School's employer's liability insurance and public liability insurance shall be relied upon and the Partner School shall ensure that such policies also cover such University staff and Trainees.
- 3.1.10 The Partner School shall maintain all such insurances described in this clause 3 in force, at their own expense, for the duration of this Agreement, and for a minimum period of 6 years following termination of this Agreement.
- 3.1.11 This Agreement, once it is duly signed and executed by both Parties, shall come into force (or, as applicable, be deemed to have come into force) on the Commencement Date and, subject as provided for in clauses 3.1.12 through to 3.1.14 shall continue to be in force until the end date of the Duration (inclusive) unless terminated in accordance with these terms and conditions.
- 3.1.12 Either Party may serve not less than three (3) months' written notice of termination on the other Party.
- 3.1.13 Notwithstanding the provision of clause 3.1.12 above, either Party shall have the right to terminate the Agreement forthwith in the event that the other Party is in material breach of any of its obligations save that in the case of any breach which is capable of being rectified, then such termination will not arise until notice has been served on the defaulting Party requiring the alleged breach to be rectified, and the same has failed to rectify it within 30 calendar days of receipt of such notice.
- 3.1.14 Either Party may terminate this Agreement forthwith in the event the other Party is or threatens to be dissolved, disbanded or become bankrupt or go into liquidation whether voluntary or compulsory (other than for the purpose of an amalgamation or reconstruction) or make a composition or arrangement with any of its creditors or have an administrative receiver, receiver or administrator appointed over all or part of its assets or suffer any similar action in consequence of any debt or have the whole or any part of its powers superseded or curtailed by any governing body.
- 3.1.15 Upon termination for any reason:
- (i) both Parties shall honour any outstanding obligations due to the other in respect of Trainees undertaking the School Experience with the Partner School at the date of termination; and,
 - (ii) each Party shall cease to use any of the intellectual property of the other, including but not limited to the name and/or logo of the other Party;
- 3.1.16 The provisions of this Agreement which expressly or by implication are intended to come into or remain in force on or after its termination shall remain in full force and effect, including without limitation clauses 3.1.4, 3.1.5, 3.1.6, 3.1.7, 3.1.8, 3.1.15 through to and including 3.1.34 and 3.1.36 through to and including 3.1.41.
- 3.1.17 Termination of this Agreement shall not affect the accrued rights, remedies, obligations or liabilities of either Party existing at termination.
- 3.1.18 Except when otherwise specifically agreed by the Parties in writing, all costs arising from the management and implementation of this Agreement shall be borne by the Party that incurs the costs.
- 3.1.19 The Parties will attempt in good faith to resolve any dispute or claim arising out of or relating to the Agreement promptly through negotiation between their authorised representatives.
- 3.1.20 Each Party shall at all times:
- (i) comply with all applicable laws, statute, regulations and codes relating to anti-bribery, anti-corruption, and anti-tax evasion, including the Bribery Act 2010 and the Criminal Finances Act 2017;

- (ii) comply with the University's anti-bribery and anti-corruption policies as published from time to time (current versions of which are available from <http://sitem.herts.ac.uk/secreg/upr/GV12.htm>);
 - (iii) commit to the prevention of any form of tax evasion in any areas of its business, in line with the University's statement regarding the Criminal Finances Act 2017 (available at: <https://www.herts.ac.uk/about-us/legal/criminal-finances-act-2017>); and
 - (iv) promptly report to the University any request or demand for any undue financial or other advantage of any kind received by the Partner School or by any of the Partner School's team in connection with this Agreement.
- 3.1.21 Each Party shall not, and, shall use reasonable endeavours to ensure that, its employees, contractors and agents shall not, discriminate directly or indirectly against any person on the basis of age, disability, gender reassignment, marital or civil partner status, pregnancy or maternity, race, colour, nationality, ethnic or national origin, religion or belief, sex or sexual orientation.
- 3.1.22 Each Party shall, and, shall use reasonable endeavours to ensure that, its employees, contractors and agents shall, at all times comply with and act in a way which is compatible with the Equality Act 2010 and the equality duty imposed by that Act, as well as the Special Educational Needs and Disability Act (2001).
- 3.1.23 Each Party shall, and, shall use reasonable endeavours to ensure that, its employees, contractors and agents shall, at all times comply with and act in a way which is compatible with the Human Rights Act 1998.
- 3.1.24 Each Party agrees to comply with the University's health and safety policy, and any applicable corresponding health and safety policy of the Partner School.
- 3.1.25 In the event of any Trainee academic or non-academic misconduct, the Partner School agrees it shall comply with the University's relevant policy and regulation and shall cooperate fully with the University in relation to the process implemented by the University.
- 3.1.26 If any provision of this Agreement shall be held to be unlawful, invalid or unenforceable, in whole or in part, under any enactment or rule of law, such provision or part shall to that extent be severed from this Agreement and rendered ineffective as far as possible without modifying or affecting the legality, validity or enforceability of the remaining provisions of this Agreement which will remain in full force and effect.
- 3.1.27 Nothing in this Agreement is intended to or shall operate to create a partnership or joint venture of any kind between the Parties, or to authorise either Party to act as agent for the other, and neither Party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way.
- 3.1.28 This Agreement may not be assigned by either Party without the prior written agreement of the other Party.
- 3.1.29 Neither Party shall have any right, power or authority to create any obligation express or implied on behalf of the other.
- 3.1.30 The failure of either Party at any time to enforce any of the provisions in this Agreement or exercise any right under this Agreement shall not operate as a waiver of that right or preclude the exercise or enforcement of it at any time or times thereafter.
- 3.1.31 This Agreement, including its Schedules, contains the whole agreement between the Parties and supersedes any prior written or oral agreement between them and the Parties confirm that they have not entered into this Agreement on the basis of any representations that are not expressly incorporated in this Agreement. Nothing in this Agreement purports to exclude liability for any fraudulent statement or act.
- 3.1.32 No person who is not party to this Agreement shall have any right under the UK Contracts (Rights of Third Parties) Act 1999 to enforce any terms of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act.
- 3.1.33 Neither of the Parties to this Agreement shall be responsible to the other Party for any delay in performance or non-performance due to force majeure, but the affected Party shall promptly upon occurrence of any such causes inform the other Party, stating that such cause has delayed or prevented its performance hereunder and thereafter such Party shall take all

action within its power to comply with the terms of this Agreement as fully and promptly as possible

3.1.34 No variation of this Agreement shall be binding unless it is in writing and signed by authorised representatives of both Parties.

3.1.35 UK Visas and Immigration (“UKVI”) Requirements

(i) For the purpose of this Agreement, the following terms shall have the following meanings:

“Home Student” means any Trainee who is a Home Student within the meaning provided for by UKCISA (UK Council for International Student Affairs and its successors), as amended from time to time. At the date of this Agreement the definition provides that a Home Student shall be so classified if they have ‘settled status’ in the UK (i.e. a British Citizen or has Indefinite Leave to Remain) and is also ordinarily resident in the UK on ‘the first day of the first academic year of the course’ and has been ordinarily resident for 3 years preceding the ‘first day of the first academic year of the course’ with the main reason for being in the UK not for full-time education;

“International Student” means any Trainee who is not a Home Student;

“Term Time” means the duration of the University’s Autumn, Spring and/or Summer Terms, as set out in more detail on the University’s website, for each academic year, as amended from time to time.

(ii) The Parties acknowledge that the Trainees may be subject to any applicable immigration controls imposed by UKVI and they must also comply with the relevant University’s policy and regulation in respect of employment. In the event that a Trainee does not comply with such requirements, this may make them ineligible to start or continue with the School Experience (where applicable)

(iii) The University will advise the Partner School if the Trainee is an International Student, in which case, all of the Trainees, the Partner School and the University shall comply with the requirements of the UKVI.

(iv) The University will agree with the Partner School the duration of School Experience for each Trainee. The Partner School shall ensure that such duration of School Experience for each Trainee at its Premises is as agreed by the University and is no longer or shorter without prior agreement with the University, noting this is particularly key for International Students who are subject to UKVI requirements.

(v) Where a Trainee is an International Student, the Partner School shall support the University in fulfilling its UKVI sponsor duties by ensuring that the School Experience offered for an International Student complies with the conditions specified on the Student’s visa or biometric residence permit and any other applicable UKVI requirements.

(vi) The Partner School shall notify the University immediately of any change of the Trainee’s status (if an International Student) or any unauthorised absences by any Trainee of more than 3 working days.

(vii) The Partner School further agrees that if it does provide employment or engagement of a Trainee at any time to carry out work outside the School Experience while the Trainee is registered with the University, that:

(i) unless the work forms part of the course of the Trainee’s study at the University, it will, prior to such employment or engagement, seek the University’s approval and consult with the University the total number of hours that the Trainee (regardless of whether International Student or Home Student) is permitted to be employed in accordance with the University’s

policies and regulations (<http://sitem.herts.ac.uk/secreg/upr/HR15.htm>) in force at the time;

and

- (ii) it will abide fully with the UKVI regulations, paying attention to the maximum permitted hours that the International Student may be employed as specified above. It is always the responsibility of the Partner School to check and confirm with the University regarding the duration of Term Time in each academic year and also the status of an International Student. It is the Partner School's responsibility to check the UKVI website for the guidance for employers.

3.1.36 For the purposes of paragraphs 3.1.37 to 3.1.39 below the following definitions will apply:

"CTSA" means the Counter Terrorism and Security Act 2015 and any subordinate legislation made under that Act from time to time.

"Modern Slavery Act 2015" means the UK's Modern Slavery Act 2015 and any subordinate legislation made under that Act from time to time:

"slavery and human trafficking" has the meaning defined under s54 of the Modern Slavery Act at the date of this Agreement,

3.1.37 The Parties each acknowledge that they are at the date of this Agreement Specified Authorities and Partners of a Local Panel under sections 26 and 38 of the CTSA.

3.1.38 The Parties further acknowledge that each of them will take responsibility for ensuring compliance with the CTSA in relation to functions carried out on their own premises.

3.1.39 The University must satisfy the requirements of the UK Modern Slavery Act 2015 to ensure that the University stops or prevents actual or potential modern slavery and trafficking within the University's own operations and through its supply chains. To support the University's legal obligation the Partner School agrees it shall:

- (i) ensure that slavery and human trafficking is not taking place in any part of its business or in any part of its supply chains;
- (ii) implement appropriate due diligence procedures for its own suppliers, subcontractors and other participants in its supply chains, to ensure that there is no slavery or human trafficking in its and/or their supply chains;
- (iii) ensure that it and each of its suppliers and subcontractors shall comply with the University's policies and regulations regarding slavery and human trafficking;
- (iv) respond promptly to all slavery and human trafficking due diligence questionnaires issued by the University from time to time and ensure that its responses to such questionnaires are complete and accurate;
- (v) notify the University as soon as it becomes aware of any actual or suspected slavery or human trafficking in any part of its business or in a supply chain which has a connection with this Agreement; and
- (vi) if any breach by the Partner School (or anyone employed by it or acting on its behalf) of any part of this clause 3.1.39 is suspected or known, immediately notify the University and respond promptly to the University's enquiries and co-operate with any investigation.

3.1.40 In complying with paragraphs 3.1.39(i) to 3.1.39(vi) above, the Partner School shall take appropriate account of any guidance or codes of practice issued by the relevant UK government department concerning the Modern Slavery Act 2015.

3.1.41 The University may terminate this Agreement by written notice with immediate effect if the Partner School or any member of the supply chain for the Partner School which has a connection with this Agreement (in all cases whether or not acting with the Partner School's knowledge) breaches paragraph 3.1.39.

3.1.42 This Agreement will be governed by and interpreted in accordance with English Law and shall be subject to the exclusive jurisdiction of the Courts of England and Wales.

Schedule 2

Responsibilities of the University

1. The University hereby agrees that in consideration of the Partner School providing the facilities to enable the Trainees to complete the School Experience it shall:
 - 1.1. involve Partner School staff in the interviewing of ITE applicants;
 - 1.2. train/brief University and Partner School tutors and mentors involved in initial teacher education;
 - 1.3. provide documentation for assessment and reporting of Trainees to ensure that all the checks specified by the Disclosure and Barring Service have been carried out for BEd and PGCE Trainees (which excludes those Trainees who apply for the School Experience by the School Direct salaried model), in addition to which ensure that all Trainees who have lived outside of the UK in the five years prior to the School Experience, will also be required to provide an international declaration of good conduct prior to the commencement of the School Experience;
 - 1.4. ensure BEd and PGCE Trainees (which excludes those Trainees who apply for the School Experience by the School Direct salaried model) “fitness to teach” using the University Occupational Health Service and reasonable adjustments provided for Trainees with registered disabilities;
 - 1.5. provide University tutors to visit during school-based training to include observing lessons taught by Trainees; writing lesson observation reports; giving feedback to Trainees and school staff; carrying out joint observations with school staff for the moderation of standards; discussing Trainees’ progress with school staff in order to maintain a consistent and co-ordinated approach to monitoring achievement;
 - 1.6. train tutors to carry out the monitoring role, including the checking of paperwork and procedures;
 - 1.7. liaise closely with schools concerning Trainees’ progress and attainment and moderate school judgements with respect to Trainee progress and attainment;
 - 1.8. provide an additional support and intervention procedure, through the Head of ITE at the University, where Trainees are identified as failing to make the required progress;
 - 1.9. provide relevant information about courses/tasks/training elements to be completed by Trainees during the programme;
 - 1.10. circulate information about continuing professional development courses which build upon the skills developed by school staff through their mentoring of Trainees;
 - 1.11. provide support and guidance for completion of the Early Professional Development Profile (EPDP) documentation required for QTS (all as defined by the DfE and also used as part of the programme documentation at the University);
 - 1.12. appoint and train internal/external examiners, arrange moderation visits and work sample;
 - 1.13. take responsibility for Ofsted inspections of ITE including preparation of data and documentation. Briefings will be provided for school staff as relevant/necessary;
 - 1.14. ensure all aspects of the training are compliant with the ITT criteria and supporting advice (as provided by the DfE from time to time);
 - 1.15. recommend Trainees for QTS to DfE;
 - 1.16. award PGCE/BEd qualifications to successful candidates following Examination Boards and recommend successful candidates for QTS;
 - 1.17. define learning objectives and update the programme as required by the University and/or DfE from time to time;
 - 1.18. inform all Trainees that they are subject to, and are required to abide by, the policies and procedures of the Partner School for the duration of the School Experience;

1.19. Deselection:

- 1.19.1 Partner Schools will be considered for deselection from participation in the partnership if quality issues arise with the training received by the Trainee such that the Trainees are not being equipped with the knowledge, skills and experience to meet the Teachers' Standards, or there are other indicators that the partnership's aims and values set out in this Agreement have not been adhered to, examples of this include where:
- it is evident that the Agreement is not being fulfilled;
 - there is a pattern of Trainee withdrawal causing concern over the quality and effectiveness of school based support;
 - external data, Trainee and tutor evaluation highlight serious weaknesses in the Partner School's capacity to train;
 - the Partner School uses Trainees inappropriately for supply cover;
 - the school is judged inadequate following an Ofsted inspection.
- 1.19.2 Once identified, the circumstances set out at 1.19.1 will trigger a monitoring visit by the University at the Partner School. At that visit the University will inform the Partner School of the concerns and set out steps for improvement.
- 1.19.3 If there is no improvement, or the University is of the view that there has not been enough of an improvement within the time between monitoring visits, the matter will be referred to the University ITE Steering Group for further consideration. Deselection of the Partner School will only take place once the Steering Group has considered the available evidence and agreed to deselect the Partner School. Any decision to deselect a Partner School is entirely at the discretion of the University.
- 1.19.4 Deselection would *normally* constitute a temporary withdrawal from the Partnership. Should a Partner School be deselected, the University will continue to work with the Partner School to assess how re-selection can be supported and provide appropriate guidance and training.
- 1.19.5 From time to time partner schools may choose to rest from the partnership. The main reasons for 'resting' from the partnership include significant changes in staff, schools in significant periods of change, a high proportion of new or inexperienced teachers, school mergers or major building programmes. In such circumstances the Partner School must notify the Head of ITE Primary/Secondary at the University in writing that they wish to rest from the partnership before the start of the Academic Year.
- 1.19.6 The Partner School must advise the University of the outcome of an Ofsted inspection where the School is judged as inadequate, as soon as possible.

2. Training

Training for Trainees

- 2.1. The Teachers' Standards will be met through University School-based programmes of study, assessed assignments, self-study and the development of teaching skills in schools. Detailed evidence to show that these Standards have been met will be kept by each Trainee and listed in their training files for the Teachers' Standards.
- 2.2. Progress and achievement in relation to the Teachers' Standards will be assessed, moderated and monitored within the School Experience.
- 2.3. In particular:
- 2.3.1. academic assignments across all ITE routes are marked by University staff, internally moderated and externally moderated by the external examiners;
 - 2.3.2. the individual training files for the Teachers' Standards records evidence that each Teacher Standard has been met. The training files are monitored and signed off by mentors and tutors who have observed the Trainee's performance in the classroom;

- 2.4. Lesson Observation Forms, completed by University tutors and school mentors, show progress in relation to the Standards;
 - 2.4.1. joint Lesson Observation Forms completed by school mentors and University tutors show that the standard of each Trainee's performance is being moderated;
 - 2.4.2. a detailed individual assessment grid is used to monitor formative and summative judgments, to track progress against each standard and record achievement/attainment grade;
 - 2.4.3. targets/action points/reflections are recorded by the Trainees and made available to Partner School/University staff;
 - 2.4.4. a monitoring report is written by the University tutor after each visit;
 - 2.4.5. the report at each assessment point is written by the Partner School and moderated by the visiting University tutor;
 - 2.4.6. the reference is written by the Partner School at the end of the assessed period of school-based work;
 - 2.4.7. Trainee attendance must be monitored and recorded for University and school-based activity;
 - 2.4.8. documentation to support training is provided to Partner Schools and Trainees including scheduling, specific teaching, assessment and reporting requirements;
 - 2.4.9. Trainees are provided with electronic versions of documents needed for their training files for the Teachers' Standards including the Assessment Grid, Lesson Observation Forms, Teacher Mentor Meeting forms, Report forms etc. for completion during school-based training;
 - 2.4.10. Schools will be provided with a link to access documents;
 - 2.4.11. the taught element of training will be delivered at the University and in Partner Schools with some variation depending on the training route (as described in Schedule 4, Part A School Direct (Salaried), Part B and Part C below);
 - 2.4.12. lectures, workshops, seminars and tutorials that take place at the University, cover the subject knowledge and professional studies that will be assessed in tasks and assignments. Some tasks and assignments are based on work carried out in school.

Training for mentors

- 2.5. The University will provide relevant training/briefing/development for all Partner School mentors. This will cover:
 - 2.5.1. the role and functions of the mentor and tutor;
 - 2.5.2. the application of the Teachers' Standards to the training process and assessment outcomes;
 - 2.5.3. the use of the University documentation and procedures for assessment, moderation and monitoring;
 - 2.5.4. the application of assessment criteria, the framing of formative feedback and action points arising from the lessons observed.
- 2.6. Mentor development workshops lead to University certification for developing mentors (Approved Level) and established mentors (Associate Level) (as defined by the DfE).

Part A School Direct (Salaried), Part B School Direct (Tuition Fee) Schedule 3 additional responsibilities

- 2.7. In the event that for the applicable Academic Year the Parties have agreed that Part A School Direct (Salaried) or Part B School Direct (Tuition Fee) of Schedule 3 will be pertinent at the Partner School, the following additional responsibilities shall be fulfilled by the University:
 - 2.7.1. support recruitment to School Direct places through University Open days and specific School Direct events;
 - 2.7.2. provide documentation for interviews, be represented at interviews and ensure all aspects of recruitment and selection process meet current legislation;
 - 2.7.3. provide information and guidance on the UCAS application process;
 - 2.7.4. provide additional support and guidance to Partner Schools that go into the Ofsted category 'special measures during the training year.
- 2.8. The University will provide relevant training/briefing/development for teacher tutors. This will include:
 - 2.8.1. the application of the Teachers' Standards to the training process and assessment outcomes
 - 2.8.2. the role and functions of the tutor

Monitoring and Evaluation of the School Experience

- 2.9. The University, jointly with the Partner School, will monitor and evaluate progression of the School Experiences as follows:
- 2.10. Strategic monitoring and development of all ITE programmes is carried out by the Professional Advisory Group; membership comprises senior school staff and University managers.
 - 2.10.1. Monitoring to improve and develop future policy and practice of the arrangement is carried out through a series of evaluation processes:
 - 2.10.2. Trainee feedback on each of the taught elements of the training;
 - 2.10.3. mentor and tutor feedback on the effectiveness of each mentor training/briefing session;
 - 2.10.4. feedback from Trainees on their tutors, Partner Schools and mentors for school-based training;
 - 2.10.5. feedback from Partner Schools on the quality of the University's practices and procedures;
 - 2.10.6. feedback from visiting tutors on the strengths and areas for development in the partnership arrangements, the strengths and areas for development in the Programmes and any other issues that need attention;
 - 2.10.7. external examiners, who write reports on the University's quality of provision and maintenance of standards, having visited Partner Schools and observed the teaching of Trainees;
 - 2.10.8. annual Monitoring and Self Evaluation Reports written for each programme as part of the UH annual QA cycle;
 - 2.10.9. programme committee meetings (the minutes identify action points).

Schedule 3

Responsibilities of the Partner School

1. The Partner School hereby agrees that in consideration of the University undertaking its responsibilities as described in this Agreement, it shall, and shall procure that its head teachers, professional mentors, Lead School coordinators (where a Partner School is acting as a Lead School for School Direct) and any other third parties who are engaged by the Partner School to oversee the training within the school or coordinate training across the group of schools (as the case may be), shall comply with the following:
 - 1.1. Head teachers/professional mentors who oversee the training within their school will:
 - 1.1.1. participate, on occasions, in the selection interviewing of Trainees;
 - 1.1.2. take the quality assurance responsibility for the school-based training;
 - 1.1.3. attend mentor development to ensure currency, consistency of standards, correct procedures and a strong school–University partnership;
 - 1.1.4. ensure Trainees are aware of safeguarding procedures at the beginning of school based training;
 - 1.1.5. identify teachers suited to supporting Trainees in their training, place Trainees accordingly and monitor Trainees’ percentage of teaching time, non-contact time and mentor support, in line with the requirements of the programme of training;
 - 1.1.6. ensure that mentors attend briefing/training at the University and have all relevant documentation;
 - 1.1.7. monitor mentors’ work with Trainees to ensure that the mentor commitments listed below are being met and that assessment of Trainees is accurate;
 - 1.1.8. select and deselect mentors as necessary;
 - 1.1.9. provide reasonable adjustments for Trainees with registered disabilities;
 - 1.1.10. provide opportunities for Trainees to observe teaching throughout the school as appropriate;
 - 1.1.11. set out and facilitate a training timetable, including appropriate teaching and non-contact time;
 - 1.1.12. ensure that Trainees on the School Direct (Tuition Fee) model shall be recruited on a supernumerary basis (which is extra to the staff employed to teach the class);
 - 1.1.13. monitor school-based training days missed through absence and facilitate replacement days (more than 3 days absence generally needs to be made up to meet compliance requirements);
 - 1.1.14. liaise with University tutors regarding Trainees’ progress and attainment;
 - 1.1.15. make suitable arrangements as required for visits by internal/external examiners and Ofsted inspectors to view the training arrangements;
 - 1.1.16. keep the University informed of any change in school status or staffing that may have a positive or adverse impact on the school’s ability to support Trainees e.g. loss/change of key staff, changed status after an inspection.
 - 1.2. Mentors (teachers) will:
 - 1.2.2. hold Qualified Teacher Status in the UK (Independent schools must discuss the use of any non-QTS staff with the University);
 - 1.2.3. attend relevant mentor training;
 - 1.2.4. undertake observations and other assessments of Trainees, using documentation provided by the University, and give regular constructive critical feedback to Trainees;
 - 1.2.5. work with Trainees to identify agreed targets for action;
 - 1.2.6. undertake a joint observation with the University tutor and with the professional mentor;
 - 1.2.7. work collaboratively with Trainees, prompt them to be proactive in their training and discuss good practice with them at a regular weekly meeting;

- 1.2.8. provide opportunities for Trainees to gain experience of the wider role of the teacher;
 - 1.2.9. provide access to relevant school planning documents and policies to ensure Trainees can plan effectively;
 - 1.2.10. facilitate Trainees' understanding of medium term planning; lesson planning and focussed classroom tasks; assignment-related activities and training plan elements;
 - 1.2.11. support Trainees in their professional development in relation to the Teachers' Standards and monitor the Trainees' progress with an aspiration for the Trainees to be 'at least good' by the end of their school-based training;
 - 1.2.12. assist in developing effective strategies to manage challenging pupil behaviour;
 - 1.2.13. liaise with University tutors concerning Trainees' progress and attainment and complete such records as the University may require.
- 1.3. Where the Partner School has taken up a role as a Lead School, its Head Teachers and/or Lead School coordinators will:
- 1.3.2. enter data about the School Direct places being offered onto the UCAS system;
 - 1.3.3. participate in recruitment events;
 - 1.3.4. employ marketing strategies to recruit;
 - 1.3.5. manage the application process;
 - 1.3.6. organise the interviewing and selection procedure;
 - 1.3.7. provide reasonable adjustments for applicants with registered disabilities;
 - 1.3.8. organise the main school based training setting for trainees;
 - 1.3.9. process payments from the University and the DfE/ to the Partner Schools;
 - 1.3.10. take the quality assurance responsibility for the recruitment and selection process;
 - 1.3.11. attend relevant meetings to ensure currency, consistency of standards, correct procedures and a strong school–University partnership;
 - 1.3.12. liaise with School Direct management team regarding recruitment and selection;
 - 1.3.13. communicate with and support Professional Mentors;
 - 1.3.14. appropriate support for trainees of concern;
 - 1.3.15. recommend to the University for verification of offer to an interviewee. Only the University will make formal offers through UCAS;
 - 1.3.16. provide appropriate support for schools where there are concerns about the quality of training.

2. Part A School Direct (Salaried) Schedule 3 additional responsibilities

- 2.1. In the event that for the applicable Academic Year the Parties have agreed that Part A School Direct (Salaried) of Schedule 3 will be pertinent for the Partner School, the following additional responsibilities shall be fulfilled by the Partner School:
 - 2.1.1. ensure that all the checks specified by the Disclosure and Barring Service (DBS) have been carried out including Disqualification by Association (as defined in the *"Keeping the Children Safe in Education"* document from the DfE) declaration; and confirm that the results of all the above checks shall be sent, in writing, to the school which hosts the next 6-week School Experience for the Trainee
 - 2.1.2. ensure Trainees' fitness to teach.
 - 2.1.3. Ensure that for the period of training Trainees are employed as unqualified teachers at a school, and (except those employed in academies or independent schools) must be paid in accordance with point one on the unqualified teachers' pay scale for the period of their training.

3. Part A School Direct (Salaried), or Part B School Direct (Tuition Fee) Schedule 3 additional responsibilities

- 3.1. In the event that for the applicable Academic Year the Parties have agreed that Part A School Direct (Salaried) or Part B School Direct (Tuition Fee) of Schedule 3 will be pertinent for the Partner School, the following additional responsibilities shall be fulfilled by the Partner School:
- 3.2. Head teachers/professional mentors will ensure training conforms to the 'Criteria for ITE 2012' (<http://www.education.gov.uk/schools/careers/traininganddevelopment/initial/b00205422/itt/qtsanditt>).
- 3.3. The Partner School will take the main responsibility for delivering training within the school context.
- 3.4. The Partner School will:
 - 3.4.1. participate in the selection and interviewing of trainees and inform applicants of their progress;
 - 3.4.2. ensure Trainees are aware of safe guarding procedures at the beginning of their training;
 - 3.4.3. quality assure the training in school by identifying teachers suited to supporting Trainees, placing Trainees accordingly and monitoring Trainees' percentage of teaching time (a maximum of 16 hours per week), non-contact time and mentor support, in line with the requirements of the programme of training;
 - 3.4.4. ensure Trainees train to teach across two consecutive age phases;
 - 3.4.5. ensure that suitably qualified tutors deliver training. ensure that there is a minimum of 60 days training
 - 3.4.6. ensure Trainees attend central training at the University or Partner School;
 - 3.4.7. ensure Trainees complete at least 5 days of visits to other settings (see guidance in the Reference Handbook);
 - 3.4.8. ensure Trainees undertake training in a second school and facilitate this school-based training.

4. Monitoring and Evaluation of the School Experience

- 4.1. The Partner School, jointly with the University, will monitor and evaluate progression of the School Experiences as follows:
- 4.2. Strategic monitoring and development of all ITE programmes is carried out by the Professional Advisory Group; membership comprises senior school staff and University managers.
- 4.3. Monitoring to improve and develop future policy and practice of the arrangement is carried out through a series of evaluation processes:
 - 4.3.1. Trainee feedback on each of the taught elements of the training;
 - 4.3.2. mentor and tutor feedback on the effectiveness of each mentor training/briefing session;
 - 4.3.3. feedback from Trainees on their tutors, schools and mentors for school based training;
 - 4.3.4. feedback from Partner Schools on the quality of the University's practices and procedures;
 - 4.3.5. feedback from visiting tutors on the strengths and areas for development in the partnership arrangements, the strengths and areas for development in the Programmes and any other issues that need attention;
 - 4.3.6. external examiners, who write reports on the University's quality of provision and maintenance of standards, having visited schools and observed the teaching of Trainees;
 - 4.3.7. annual Monitoring and Self Evaluation Reports written for each programme as part of the University's annual QA cycle;
 - 4.3.8. programme Committee meetings (the minutes identify action points).

Schedule 4

Financial terms

- 1 In each Academic Year (which is defined as the 12 month period commencing each 1 September), the Parties will agree which of Part A School Direct (Salaried) or Part B School Direct (Tuition Fee) or Part C (Tuition Fee only) of this Schedule 4 is applicable for the forthcoming Academic Year. The mutual signing of a letter issued by the University and countersigned by the Partner School, shall confirm the arrangements for the forthcoming Academic Year and which of the financial Parts A, B or C below will be applicable and which of Part A, B or C will be applicable in relation to the responsibilities listed in Schedule 2 or Schedule 3, as applicable.

Part A – School Direct (Salaried)

- 2 In the event that the Partner School is eligible for salary funding from the DfE and is undertaking the responsibilities in Schedule 3, paragraphs 2, 3 and 4:
- 2.1 The Partner School shall apply to the DfE for such funding, with the funding to be either provided directly to the Partner School (if the Partner School is a “Lead School” as that term is defined by the DfE) or funding to be provided to the local authority (in the event the Partner School is a maintained school) who will then provide funding to the Partner School (where in each case it is the Partner School’s responsibility to ensure that funding is provided for by the DfE);
- 2.2 The University will invoice the Partner School for the applicable costs of the School Direct (Salaried) in three equal instalments, in November, March and May of each Academic Year;
- 2.3 Payment of such invoices from the University shall be made by the Partner School within thirty (30) days of the date of such invoice.
- 2.4 The Parties have entered into this Agreement based on a common understanding that neither Party shall be required to charge or otherwise account for value added tax (“VAT”) in connection with the supply of the services and/or education under this Agreement.
- 2.5 To the extent that VAT is payable in respect of any of the applicable costs payable to the University under this Agreement such VAT will be added to the applicable costs and shall be paid in addition by the Partner School.
- 2.6 If the Partner School fails to pay any sum due on or before the due date then the University shall be entitled (without prejudice to any other right or remedy it may have), to charge interest at an annual rate of 4% above Barclays Bank plc’s base rate from time to time from the date payment was due until payment is made.

Part B – School Direct (Tuition fee)

- 3 In the event that Trainees pay the University directly for the relevant University programme, and the Partner School is undertaking the responsibilities described in Schedule 3, paragraphs 3 and 4:
- 3.1 The University will collect the relevant tuition fees payable directly from the Trainees (with the expectation that most Trainees will be eligible for funding from the Student Loan Company);
- 3.2 Any applicable bursaries will be awarded by the University to such Trainees, in compliance with any guidance from the DfE;
- 3.3 The University will pay the Lead School (provided that the University has cleared the payments due from the Trainee) an annually agreed sum (as will be stipulated in each Academic Year in the letter referred to above at paragraph 1 of this Schedule 3) as follows:
- 3.3.1 Twenty-five per cent (25%) of the annual sum to be paid in term 1 upon receipt of an invoice from the Partner School;
- 3.3.2 Twenty-five per cent (25%) of the annual sum to be paid in term 2 upon receipt of an invoice from the Partner School; and,

- 3.3.3 Fifty per cent (50%) of the annual sum to be paid in term 3 upon receipt of an invoice from the Partner School.
- 3.4 The Parties have entered into this Agreement based on a common understanding that neither Party shall be required to charge or otherwise account for value added tax (“**VAT**”) in connection with the supply of the services and/or education under this Agreement.
- 3.5 To the extent that VAT is payable in respect of the annually agreed sum referred to in Clause 3.3 above then the sum payable by the University shall be inclusive of VAT and the University shall not be required to pay VAT in addition to the annually agreed sum.
- 3.6 For each Academic Year the fee payable will be stated on the University website (<http://www.herts.ac.uk/apply/schools-of-study/education/partnerships-in-education/initial-teacher-education-and-placements>).
- 3.7 The Lead school will send funding to the training school according to their individual arrangements

Part C – University campus based programme offering (PGCE and BEd University awards) (tuition fee only)

4. In the event that Trainees pay the University directly for the relevant University programme, and the Partner School is NOT undertaking the responsibilities described in Schedule 3, paragraphs 2 or 3 or 4:
 - 4.1 The University will collect the relevant tuition fees payable directly from the Trainees (with the expectation that most Trainees will be eligible for funding from the Student Loan Company);
 - 4.2 Any applicable bursaries will be awarded by the University to such Trainees, in compliance with any guidance from the DfE;
 - 4.3 The University will pay the Partner School an annually agreed sum (as will be stipulated in each Academic Year in the letter referred to above at paragraph 1 of this Schedule 3) with the details for the timing of such payments to be notified in the letter. All payments by the University will be on the basis of invoices from the applicable Partner School.
 - 4.4 If the University fails to pay any sum due on or before the due date then the Partner School shall be entitled (without prejudice to any other right or remedy it may have), to charge interest at an annual rate of 4% above Barclays Bank plc's base rate from time to time from the date payment was due until payment is made.
 - 4.5 The Parties have entered into this Agreement based on a common understanding that neither Party shall be required to charge or otherwise account for value added tax ("**VAT**") in connection with the supply of the services and/or education under this Agreement.
 - 4.6 To the extent that VAT is payable in respect of the annually agreed sum referred to above then the sum payable by the University shall be inclusive of VAT and the University shall not be required to pay VAT in addition to the annually agreed sum.

Schedule 5

Early Termination of the School Experience

1. In the event that a Trainee is unable to complete the School Experience at the Partner School for any reason (including but not limited to a Trainee not performing at a satisfactory level for the stage of the programme), both Parties agree the following:
 - a. the Partner School shall advise the University of the details of the issues in respect of the Trainee's early termination in order for the University to undertake necessary follow up action(s) with such Trainee as it determines appropriate in its sole discretion;
 - b. where it is considered necessary by the University or the Partner School, a Cause for Concern (as defined below in paragraph 4) will be instigated by either Party, following the guidelines in the School Based Training Documentation (as defined below in paragraph 4); and
2. Where a Trainee is on the School Direct Salaried model, both Parties acknowledge and agree that:
 - a. such Trainee's performance shall be subject to a set of criteria as set out in the Teachers' Standards (as defined below in paragraph 4);
 - b. the Partner School shall only apply the probation and performance management policies and procedures on such Trainee which have been agreed in advance in writing with the University; and
 - c. In the event of an early termination of the School Experience by a Trainee for any reason (including but not limited to not performing at a satisfactory level for the stage of the programme), both Parties shall follow the guidelines set out in the School Based Training Guidance and Documentation for a Cause for Concern (as defined below in paragraph 4).
3. Where a School Experience is terminated by a Trainee before completion of their study programme at the University, the University shall notify the Higher Education Statistics Agency ("HESA").
4. For the purpose of this Schedule 5,

"Cause for Concern" means a process put into place jointly by the Partner School and the University when a Trainee is at risk of not meeting the Teachers' Standards in order to assess such Trainee's issues and concerns.

Schedule 6

Data Protection

In this Schedule 6, except where the context otherwise requires, the terms and expressions shall have the meanings as set out in the Agreement and in addition:

“Data Protection Legislation” means the Data Protection Act 2018 and the General Data Protection Regulation ((EU) 2016/679) (GDPR) in addition to any other applicable laws in England relating to the processing of personal data and privacy and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in England and any successor legislation to the GDPR or the Data Protection Act 2018 and any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation.

1. The Parties will comply with:

- 1.1 all applicable requirements of the Data Protection Legislation; and
- 1.2 the University’s data protection policies and regulations as published from time to time (publicly available on the University’s website (<http://sitem.herts.ac.uk/secreg/upr/IM08.htm>) (the “**Data Protection UPRs**”), including where relevant, without prejudice to the generality of the foregoing, the specific clauses and appendices of the Data Protection UPRs which relate to the transfer of data between jurisdictions

and shall obtain and maintain appropriate data protection notification entries in accordance with the Data Protection Legislation. This clause 1 is in addition to, and does not relieve, remove or replace, a Party’s obligations under the Data Protection Legislation.

2. The Parties acknowledge that for the purposes of the Data Protection Legislation, either Party may be a Data Controller or a Data Processor (where “**Data Controller**” and “**Data Processor**” have the meanings as defined in the Data Protection Legislation).
3. Without prejudice to the generality of clause 1, where a Party is a Data Controller, it will ensure that it has all necessary and appropriate consents and notices in place to enable lawful transfer of Personal Data and/or Special Categories of Personal Data (as defined in the Data Protection Legislation), hereafter defined as “**Personal Information**” to the other Party for the duration and purposes of this Agreement.
4. Without prejudice to the generality of clause 1, where a Party is a Data Processor (the “**Processing Party**”), it shall, in relation to any Personal Information processed in connection with the performance by it of its obligations under this Agreement:
 - 4.1 process that Personal Information strictly in accordance with the terms of this Agreement and only on the written instructions of the Data Controller unless the Processing Party is otherwise required by the laws of any member of the European Union or by the laws of the European Union applicable to the Processing Party in relation to the processing of Personal Information (“**Applicable Laws**”). Where the Processing Party is relying on Applicable Laws as the basis for processing Personal Information, the Processing Party shall promptly notify the other Party of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Processing Party from so notifying the other Party. In this situation the Data Controller is entitled to suspend the use of the Personal Information by the Processing Party and/or terminate this Agreement;
 - 4.2 not use the Personal Information for any purpose which may be inconsistent with those notified to the Data Subject (where “**Data Subject**” has the meaning in the Data Protection Legislation) on or before collection provided that the Data Controller has provided that information to the Processing Party;
 - 4.3 ensure that it has in place appropriate technical and organisational measures, reviewed and approved (where appropriate) by the Data Controller, to protect against unauthorised or unlawful processing of Personal Information and against accidental loss or destruction of, or damage to, Personal Information (including adequate back up procedures and disaster recovery systems), appropriate to the harm that might result from the unauthorised or unlawful processing or accidental

loss, destruction or damage and the nature of the data to be protected. Such measures shall have regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Information, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Information can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

- 4.4 ensure that only its employees or other staff who may be required during the course of their employment to perform tasks relating to the performance of the obligations under this Agreement shall have access to the Personal Information and that all personnel who have access to and/or process Personal Information have undergone training on data protection law and the care and handling of Personal Information and are obliged to keep the Personal Information confidential;
- 4.5 not disclose the Personal Information to any third party in any circumstances other than at the specific request of the Data Controller or as otherwise specified in this Agreement;
- 4.6 not transfer any Personal Information outside of the European Economic Area unless the prior written consent of the other Party has been obtained and the following conditions are fulfilled:
 - 4.6.1 one of the Parties has put in place appropriate safeguards in relation to the transfer;
 - 4.6.2 the relevant Data Subjects have enforceable rights and effective legal remedies;
 - 4.6.3 the Data Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Information that is transferred; and
 - 4.6.4 the Data Processor complies with reasonable instructions notified to it in advance by the Data Controller with respect to the processing of the Personal Information;
- 4.7 notify the Data Controller of any request received from Data Subjects, without responding to that request, and assist the Data Controller promptly in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators. The Data Controller shall reimburse the Processing Party its reasonable costs which the Processing Party may incur in complying with this requirement;
- 4.8 notify the Data Controller forthwith on becoming aware of any unauthorised or unlawful processing, use of, or access to the Personal Information, or any theft of, loss of, damage to or destruction of the Personal Information (a “**Security Incident**”) or any breach of this Schedule and upon receipt of any notice or communication from any data protection authority with jurisdiction over the processing of the Personal Information (the “**Supervisory Authority**”) which relates directly or indirectly to the processing of Personal Information whether pursuant to this Agreement or otherwise;
- 4.9 in the event of a Security Incident, the Processing Party shall provide the Data Controller with full co-operation and assistance in dealing with the Security Incident, in particular in relation to resolving any data privacy or security issues involving any Personal Information and making any appropriate notifications to individuals affected by the Security Incident or to any Supervisory Authority. The Processing Party shall investigate the Security Incident in the most expedient time possible and shall then provide the Data Controller as soon as possible thereafter with a detailed description of the Security Incident, the type of data that was the subject of the Security Incident, and any other information that the Data Controller may request concerning the Security Incident. The Processing Party shall take all steps necessary to prevent a repeat of the Security Incident and shall consult with and agree those steps with the Data Controller unless immediate steps need to be taken and it is impractical to consult with the Data Controller in that respect;
- 4.10 at the written direction of the Data Controller, delete or return Personal Information and copies thereof to the Data Controller on termination of this Agreement unless required by Applicable Laws to store the Personal Information; and

- 4.11 maintain complete and accurate records and information to demonstrate its compliance with this Schedule and allow for audits by the Data Controller or the Data Controller's designated auditor of the data processing facilities, procedures and documentation.
- 5 Where a Party is a Data Processor, it shall seek the Data Controller's prior written consent before appointing any third-party processor of Personal Information under this Agreement and shall not assign, transfer or sub-contract any right or obligation under this Schedule without the Data Controller's prior written consent.
 - 6 On termination of this Agreement the Processing Party will cease processing the Personal Information and return the Personal Information to the Data Controller or destroy the Personal Information as the Data Controller requests.
 - 7 The Processing Party shall on demand indemnify the other Party from and against all costs, claims, demands, expenses (including legal costs and disbursements), losses, actions, proceedings and liabilities of whatsoever nature arising from or incurred by the other Party as a result of unauthorised or unlawful processing of the Personal Information by the Processing Party or any loss or destruction of or damage to such Personal Information caused by any act or omission of the Processing Party. The aggregate liability of the Processing Party to the other Party under this clause 7 shall not exceed £5million.
 - 8 The Parties will agree to any reasonable amendment to this Schedule to bring it into line with any amendment to or re-enactment of any Data Protection Legislation, in particular to reflect any European General Data Protection Regulation (2016/679) introduced after the date of this Agreement, or to allow each of the Parties to comply with any requirement or recommendation of any Supervisory Authority in relation to the processing of Personal Information.
 - 9 In the event of any conflict between the provisions of this Schedule and the Data Protection UPRs, the Data Protection UPRs shall prevail.