



**UNIVERSITY OF  
PLYMOUTH**

**Faculty of Arts, Humanities  
and Business**

**INITIAL TEACHER EDUCATION PLACEMENT AGREEMENT  
ACADEMIC YEAR 2020-21**

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**THIS AGREEMENT** is made on

2020

**BETWEEN**

- (1) **UNIVERSITY OF PLYMOUTH** of Drake Circus, Plymouth, Devon, PL4 8AA (the "**University**"); and
- (2) **[PLACEMENT PROVIDER]** of **[address]** (the "**Provider**").

## **1. Background**

- 1.1. The University has agreed to engage the Provider, and the Provider has agreed, to provide Trainee Teachers nominated by the University with Placements offering practical experience and learning, upon the terms, and subject to the conditions, set out in this Agreement.
- 1.2. The aim of the Agreement is to facilitate the provision of high quality initial teacher education; to offer the Trainee Teacher the best possible opportunity to reach their full potential as a confident and competent teacher; to make full use of the range of complementary expertise available with providers and the University in initial teacher education (ITE) programmes; maximise the benefits of Placements for all Trainee Teachers in initial training and the learners they teach; promote the continued professional development of the University and providers' staff and the exchange of ideas and practice.
- 1.3. Trainee Teachers must successfully complete their Placement requirement for their respective Programme. The level of commitment required from providers means that these placements are arranged well in advance. Each Trainee Teacher placed with a provider is supported by an active and meaningful relationship with the Provider Mentor/School Based Tutor. In turn, these key roles will receive support throughout the year from designated University staff. All roles will work together to guide, support and assess the professional development of each Trainee Teacher, and to identify and act upon any issues.
- 1.4. In the case of Trainee Teachers enrolled on Programmes at Partner Colleges; the parties agree and acknowledge that Partner Colleges may arrange Placements for their students with a Provider in accordance with the arrangements set out in the Agreement and in such cases; Partner Colleges may exercise the rights, and perform duties, of the University as set out in this Agreement with respect to their own Trainee Teachers as if party to this Agreement in place, and to the exclusion of the University; and references to the University and Trainee Teachers shall be construed to mean such Partner College and its Trainee Teachers respectively.

## **2. Placements**

- 2.1. The Provider will provide such Placements to Trainee Teachers as are agreed in writing with the University, in accordance with the requirements of the relevant Definitive Document, the Placement Policy and the Mentor Handbook as provided to the Provider and updated from time to time.
- 2.2. The University shall maintain details of each Placement in its placement database and the Provider will provide to the University such up-to-date details in respect of the Placements as the University may reasonably require for this purpose from time to time.
- 2.3. In the event that the Provider is unable to maintain a Placement, the Provider will notify the

University in writing within:

- 2.3.1. 24 hours of an emergency situation arising;
- 2.3.2. 48 hours of becoming aware of any alleged or known student incident;
- 2.3.3. 48 hours of becoming aware of any academic, disciplinary or occupational health reasons; and
- 2.3.4. 20 Business Days prior to the occurrence of the relevant event in all other circumstances,

and the Provider shall use its best endeavours to relocate the Trainee Teacher to another suitable Placement provided by the Provider in order to avoid disruption to the Trainee Teacher's Programme and to meet their needs in respect of their Programme as set out in the relevant Definitive Document, and if unable to relocate the Trainee Teacher to another suitable Placement, shall notify the University thereof.

- 2.4. Upon receiving notice from the Provider under clause 2.3 of its inability to relocate the Trainee Teacher, the University shall use its best endeavours to relocate the Trainee Teacher to another organisation providing similar placement experience in a reasonably proximate location in order to avoid disruption to the Trainee Teacher's Programme and to meet their needs in respect of their Programme as set out in the relevant Definitive Document provided that if the University is not able to relocate the Trainee Teacher as aforesaid and despite using its best endeavours to do so, the Placement shall terminate.
- 2.5. Each party (acting reasonably and following reasonable prior consultation with the other party) shall be entitled to terminate the Placement of a Trainee Teacher for academic, disciplinary or occupational health reasons and otherwise on the basis set out in paragraph 6.7 of the Placement Policy; and shall notify the other party promptly (and in any event within two Business Days) after making its decision to terminate such Placement, of the reasons for its decision. Without limitation to the foregoing, the University shall be entitled to terminate the Placement of any Trainee Teacher whom it concludes has failed to work collaboratively in a team or undertake a fair division of applicable tasks, act professionally as an ambassador of the University, respect the property and confidentiality of the Provider, or use adequately the opportunity to develop their personal and professional skills.
- 2.6. Documentation may be provided by the University to the Provider in accordance with this Agreement by the uploading of such documents to the POPPI website and the ARC system and the same shall be binding on the Provider as if delivered by hand by the University.

### **3. Responsibilities of the Provider**

- 3.1. With effect from the Commencement Date, the University hereby engages the Provider, and the Provider hereby undertakes to the University, to provide Placements for Trainee Teachers in accordance with the terms of the Placement Policy, the Mentor Handbook, the Definitive Document and this Agreement, and, without limitation, to perform and discharge the following duties and obligations in accordance therewith, namely to:
  - 3.1.1. provide Placements for Trainee Teachers in accordance with this Agreement;
  - 3.1.2. observe, comply with, and conduct all aspects of the Placements in accordance with this Agreement and supporting documentation;
  - 3.1.3. provide an electronic copy, where appropriate, of the following documentation to the University:
    - 3.1.3.1. the current 'Information for parents' booklet;
    - 3.1.3.2. the policy for initial teacher training;

- 3.1.3.3. the policy for equal opportunities; and
  - 3.1.3.4. outcomes of the latest Ofsted report;
  - 3.1.4. ensure that Trainee Teachers are provided with the same or equivalent work facilities and amenities (including but not limited to eating and rest areas, toilet facilities and equipment) as those provided to the Provider's own employees and discharge its obligations to the Trainee Teachers in this respect as if the Trainee Teachers were employees of the Provider;
  - 3.1.5. ensure that the Trainee Teachers receive a timely induction;
  - 3.1.6. provide a suitable setting for effective training including the provision of appropriate resources, ICT and access to the internet; and that Trainee Teachers have access to the professional support, appropriate models of good practice and necessary resources to enable them to meet the required assessment standards;
  - 3.1.7. appoint a Subject Mentor, Mentor, School Mentor or School Based Tutor (as appropriate) who holds a teaching qualification, and has appropriate teaching experience who will have particular responsibility for the support and guidance; professional development and assessment of the Trainee Teacher, especially in relation to subject specific knowledge (where appropriate) and pedagogy;
  - 3.1.8. ensure that such designated staff specified in clause 3.1.7 are familiar with the supporting documentation and requirements of the Placement by ensuring they attend the pre-placement briefing meeting(s);
  - 3.1.9. release relevant staff to attend and contribute to meetings, training events and other activities arranged to support and develop initial training;
  - 3.1.10. ensure that such designated staff as specified in clause 3.1.7 have extensive day to day contact with the Trainee Teacher, (including but not limited to) agreeing teaching time allocations; Trainee Teacher's involvement with individual pupils, groups of pupils and the class in accordance with the requirements of the training programme; and advising them on day-to-day, class-specific preparation, planning for learning and teaching and appropriate assessment and recording of learner's achievements; monitor the effectiveness of that planning, preparation and assessment and advise modifications where necessary; and
  - 3.1.11. ensure that any staff the Trainee Teacher works with are appropriately experienced members of staff providing suitable models of professional practice.
- 3.2. In discharging its obligations, and performing its services, under this Agreement, the Provider shall at all times act properly with all due skill, care and diligence, in a proper, lawful, efficient and business-like manner, and in accordance with best practice within the education sector, comply with all documentation and reasonable instructions of the University and perform its services in such a manner as will not bring the University into disrepute.
- 3.3. If required by the University, the Provider shall appoint a project manager (referred to as either a Professional Mentor (Secondary Partnerships) or a Placements Co-Ordinator (Primary partnerships and PCET partnerships) to act on the Provider's behalf in respect of all matters relating to this Agreement. In the event that a Professional Mentor or Placements Co-ordinator is not required by the University, these duties under this Agreement shall be discharged by the relevant Mentor or School Based Tutor. In relation to such appointee, the Provider shall:
- 3.3.1. provide named contact details for the relevant appointee as soon as possible following the Commencement Date;
  - 3.3.2. ensure the appointment is one of its permanent full-time employees who has all the skills, qualifications, experience and authority necessary, and has such administrative, personnel and other support as he or she may require, for the discharge of his or her duties under this Agreement;

- 3.3.3. complies with the duties and obligations applicable to him or her under the Placement Policy (including, without limitation, paragraph 8 thereof); including (but not limited to) ensuring a full induction, health & safety briefing, that appropriate opportunities are provided to fulfil the requirements of the Programme, attending all appropriate meetings, and facilitating the attendance by other members of the Provider's team to meetings and training as required, ensuring all required reports are submitted and concerns raised and addressed with the University; and
  - 3.3.4. has been approved in writing in advance of his or her appointment by the University.
- 3.4. Prior to the commencement of each Placement, the Provider shall:
- 3.4.1. appoint a Mentor, Subject Mentor, School Mentor or School Based Tutor (as appropriate) for each Trainee Teacher on Placement based on the needs of the relevant Trainee Teacher and in accordance with the Placement Policy and notify the Trainee Teacher of the mentor or tutor's contact details;
  - 3.4.2. arrange for the Mentor, Subject Mentor, School Mentor or School Based Tutor (as appropriate) or other observer to make observations of each Trainee Teacher on Placement in accordance with the Placement Policy and the Mentor Handbook (including Appendices B – D thereof); and
  - 3.4.3. ensure that each Mentor, Subject Mentor, School Mentor or School Based Tutor (as appropriate) and other observers comply with the duties and obligations applicable to them under the Placement Policy (including, without limitation, paragraph 7 of the Placement Policy and the Mentor Handbook).
- 3.5. The Provider shall:
- 3.5.1. provide Trainee Teachers with opportunities to fully meet the professional standards and assessed learning outcomes of the programme; in particular Trainee Teachers must have opportunities to engage in the full range of teaching activities (for example, but not limited to); curricular plans, assessment, recording and reporting arrangements and procedures, classroom organisation, teaching arrangements, resource availability (including ICT), management meetings, classroom observations, and procedures for the management of behaviour;
  - 3.5.2. give the Trainee Teacher support in accessing opportunities to extend their breadth of practice in relation to subject specific knowledge and pedagogy beyond the immediate range of curricula taught in the everyday context of the Trainee Teacher's working life;
  - 3.5.3. provide quality assurance procedures to ensure high quality training;
  - 3.5.4. contribute to the evaluation of the period of Placement and the continued improvement of initial training programmes;
  - 3.5.5. contribute to the formal assessment procedures and profiling of the Trainee Teacher as appropriate;
  - 3.5.6. ensure the minimum number of lesson observations are conducted by the appropriate person (as detailed in the relevant Placement Policy/Mentor Handbook) including adequate verbal and written feedback to promote the development of teaching skills and critical self-evaluation;
  - 3.5.7. give Trainee Teachers fair and reasonable time to demonstrate progress, and ensure that due process is followed when intervention is required; and
  - 3.5.8. maintain good communication with the University including informing the University of any changes in circumstances which may affect the quality of placement-based training;
  - 3.5.9. facilitate access to, and provide an appropriate space, to enable relevant staff of the University and the Provider to provide adequate management and monitoring for the

- Trainee Teachers during their Placements and to conduct all necessary discussions regarding the Placements with the Trainee Teachers from time to time;
- 3.5.10. implement the “Early Alert”, “cause for concern” and “insufficient progress” procedures as set out in, and in accordance with, the Mentor Handbook and Placement Policy; and
  - 3.5.11. notify and consult with the Programme Leads (and Academic Partnership Leads for Primary partnerships) and the University’s ITE Placements and Partnership Team as soon as it becomes aware of a Trainee Teacher’s intention to withdraw from a Placement or if it otherwise proposes to terminate a Placement for any reason.
- 3.6. Should a Provider receive notification of a category of ‘Requires Improvement’ or ‘Special Measures’ as a result of an Ofsted inspection once committed to placing a Trainee Teacher, the Provider should immediately inform the University.
  - 3.7. On completion of a Placement and on such other occasions as the University shall reasonably request, the Provider shall ensure that the Provider’s staff participate as necessary in any evaluation of the Placement in accordance with the Placement Policy and provide feedback in respect of the Placement to the Programme Leads (or Academic Partnership Leads for primary partnerships).

#### **4. Responsibilities of the University**

- 4.1. The University shall:
  - 4.1.1. make reasonable endeavours to ensure that Trainee Teachers will have satisfactorily completed all preparatory professional and pedagogical tasks necessary for the Placement they are undertaking;
  - 4.1.2. ensure that all appropriate documentation and guidance including the Definitive Documents, Mentor Handbook and Placement Policy is uploaded and available to the Provider via the [University's placement webpages](#) at the Commencement Date and as amended from time to time;
  - 4.1.3. appoint and notify the Provider of the name of the Programme Leads who will be responsible for the conduct and administration of the Trainee Teachers’ Programme and overseeing its academic standards (or Academic Partnership Leads for primary partnerships) and being the University point of contact to quality assure Placement opportunities;
  - 4.1.4. provide contact details of the Placements Team (acting as the point of contact and administrator for all University and Provider related queries to the Placement including (but not limited to) allocating Trainee Teachers to the Provider, and providing documentation to Provider staff as appropriate);
  - 4.1.5. ensure that University staff comply with the respective duties and obligations applicable to them, including assessing whether the standard of supervision of Trainee Teachers on Placements satisfies the requirements of the relevant Definitive Document and take such steps and make such recommendations to the Provider as are necessary to ensure that such requirements are met;
  - 4.1.6. use reasonable endeavours to ensure the University complies with:
    - 4.1.6.1. all reasonable instructions given by School Mentors, School Based Tutors, Subject Mentors, Mentors (as appropriate) and Placements Co-Ordinators or by other employees of the Provider necessarily involved in the provision of Placements which are consistent with the terms of this Agreement; and
    - 4.1.6.2. the duties and obligations applicable to them under the Placement Policy (including paragraph 6 thereof in relation to Trainee Teachers);

- 4.1.7. monitor and assess each Trainee Teacher's progress during a Placement (including absence, sickness, and fulfilment of assessment criteria);
- 4.1.8. offer opportunities for the Tutor, Subject School Mentor, School Based Mentor, Mentor (as appropriate) and Placement Co-Ordinators to be represented in the membership of the appropriate Programme Committee;
- 4.1.9. offer School Mentors, School Based Tutors, Subject Mentors, Mentors (as appropriate) and Placement Co-Ordinators with continuing training, development and support as necessary to deliver the expectations of the Programmes;
- 4.1.10. provide professional development opportunities for all categories of School Mentors, Mentors, Subject Mentors and School Based Tutors (as appropriate);
- 4.1.11. conduct regular meetings for Mentors, Subject Mentors, School Mentors and School Based Tutors (as appropriate) and Placement Co-Ordinators;
- 4.1.12. provide opportunities for the Mentors, Subject Mentors, School Mentors and School Based Tutors (as appropriate) and Placement Co-Ordinators to be involved in the recruitment of Trainee Teachers (where appropriate);
- 4.1.13. ensure moderation and assessment arrangements (including external where applicable) are in place;
- 4.1.14. ensure all School Mentors, Mentors, Subject Mentors, School Based Tutors, academic leads, and co-ordinators are aware of assessment procedures and that formal warning of potential failure must be given, along with the necessary support in accordance with the relevant Programme requirements.
- 4.1.15. provide guidance and training for the criteria and procedures for assessing Trainee Teacher performance, as detailed in the Mentor handbook and relevant Placement documentation provided;
- 4.1.16. be responsible for quality assurance of the Placement and for the planning, implementation and evaluation of its own quality assurance procedures and processes relating to professional practice provided that the Provider shall implement the University's quality assurance system in relation to the Placements;
- 4.1.17. monitor and evaluate the quality of training and respond appropriately;
- 4.1.18. arrange for University Visiting Tutor, University Mentor, Subject Pathway Leads, and Programme Co-Ordinators (as appropriate) visits (where applicable) to support training, monitor and assess Trainee Teachers' performance;  
The Subject Pathway Lead (Secondary partnerships) will be a member of staff from the academic team within the University and the University Mentor or Visiting Tutor will be a representative of the University. Duties will include (but not limited to) making specified visits to the provider checking that the trainee teacher responsibilities meet the requirements of the programme. They will assist with resolving any issues which may arise between the Trainee Teacher and the Provider;
- 4.1.19. arrange for all Providers to participate in the evaluation of all aspects of Placement and in other quality assurance activities; and
- 4.1.20. arrange for Subject Pathway Leads, Programme Co-Ordinators, University Visiting Tutors and University Mentors (as appropriate and as per clause 4.1.17) visits during periods of practical teaching in schools/colleges to monitor training provision and Trainee Teachers' performance and moderate assessments.

## **5. Health & Safety & Safeguarding**

- 5.1. Each party will:
  - 5.1.1. follow safe recruitment procedures, making sure all appropriate checks are carried out on all of its staff and volunteers who work with, children, young people, and vulnerable adults;

- 5.1.2. adhere to the SENDA Code of Practice, as updated from time to time;
  - 5.1.3. adhere to an appropriate safeguarding policy for children, young people, and vulnerable adults approved in advance by the University; and
  - 5.1.4. adhere to procedures, laws and codes of practice for handling, storing and disclosing enhanced Disclosure and Barring Service checks.
- 5.2. In addition the University will;
- 5.2.1. ensure that all Trainee Teachers obtain an enhanced DBS (Disclosure Barring Service) check (and in the case of Trainee Teachers who have been living and/or working overseas, a certificate of good conduct) and medical report (if appropriate) prior to a Placement starting;
  - 5.2.2. provide all School Mentors, Subject Mentors, Mentors, School Based Tutors, Subject Pathway Leads, Placement Co-Ordinators and Programme Co-Ordinators with appropriate and prompt support in dealing with concerns and problems arising during Placements; and
  - 5.2.3. ensure that all Trainee Teachers have a satisfactory Fitness to Teach report and have been screened in accordance with occupational health requirements applicable to the Placement.
- 5.3. In addition the Provider will:
- 5.3.1. prior to the commencement of each Placement, provide the University with full details of the Placements, including details of the circumstances in which Trainee Teachers are likely to have substantial access to children and vulnerable adults;
  - 5.3.2. maintain an appropriate and effective safeguarding policy;
  - 5.3.3. provide Trainee Teachers with a timely and comprehensive induction;
  - 5.3.4. provide Trainee Teachers on Placement with the same safeguarding training as would be provided to the Provider's own staff;
  - 5.3.5. maintain an appropriate and effective health and safety policy;
  - 5.3.6. provide Trainee Teachers on Placement with timely health and safety training, as agreed with the University;
  - 5.3.7. ensure that Trainee Teachers comply with all requirements of the Health and Safety at Work etc Act 1974 and other health and safety legislation, and with the Provider's health and safety policy and guidelines, and carry out risk assessments, where appropriate (particularly for PE, Science, Technology, Art and outdoor or out-of-college activities in accordance with paragraph 13.1 of the Placement Policy), while on Placement or when otherwise visiting the Provider;
  - 5.3.8. conduct risk assessments in respect of Trainee Teachers who are, or become, pregnant or disclose a disability or medical condition while on placement;
  - 5.3.9. ensure that each Placement is fully documented and recorded and satisfies the attendance requirements for a Programme (as set out in the relevant Definitive Document) unless reasonable adjustments require an adjusted attendance for any Trainee Teacher (as agreed with the University at or prior to the commencement of the Placement); and
  - 5.3.10. assist the Trainee Teacher in resolving any problems with pupils.

## **6. Fees and Costs**

- 6.1. Except to the extent that this Agreement otherwise provides, each party shall bear its own costs and expenses (including, without limitation, legal fees) incurred in relation to the negotiation, execution, amendment, operation and enforcement of this Agreement and of each document referred to in it.

- 6.2. Payments to the Provider shall be made by the University in accordance with the 'Fees Document' which can be found on the [University Placements Funding webpages](#) as amended from time to time (the "Fees").
- 6.3. In the event that a Placement is terminated:
- 6.3.1. by a Trainee Teacher for any reason or by the Provider pursuant to clause 2.4, the University shall pay the Provider the Fees for the period of the Placement undertaken by such Trainee Teacher at the time of termination; or
- 6.3.2. by either party pursuant to clause 2.5, the University shall pay the Fees for the period of the Placement undertaken by such Trainee Teacher at the time of termination.
- 6.4. If any due date for payment should fall on a day which is not a Business Day, such payment shall be made on the next following Business Day.
- 6.5. The University and the Provider believe that no liability to pay VAT arises in respect of any Fees or payments within this clause 6. If any VAT does become payable in respect of any such Fees or payments, it shall be in addition to such payments and shall be paid or reimbursed by the University at the prevailing rates on the due date for payment or on receipt of the relevant invoice from the Provider (as the case may be).
- 6.6. Invoices raised by the Provider for the payment of Fees by the University should be sent for payment within the same Academic Year, and no later than 14 July of that Academic Year.

## **7. Review**

- 7.1. Meetings of the Professional Mentor, Placements Co-ordinator and the Programme Leads (or Academic Partnership Leads for Primary partnerships) (or, in each case, their respective nominees) will be held (on not less than five Business Days' prior notice) at least three times per Academic Year (and at such other times as either party may reasonably request) at the University at which any matters concerning the Placements and the performance of the Provider under this Agreement, any issues raised by either party, and any other aspect of this Agreement (not less than three Business Days' notice of which has been given to each party) may be reviewed and discussed.

## **8. Termination**

- 8.1. This Agreement shall commence on 1 September 2020 and shall continue in full force and effect until 31 August 2021 and shall apply to all Placements which take effect within that period. The exact date of all agreed Placements shall be confirmed via the ARC database.
- 8.2. Prior to the end of the term of this Agreement, the parties shall negotiate a possible renewal of this Agreement, and if so agreed, this Agreement shall be extended in writing by the Parties for a further one year period and any necessary changes to the terms of this Agreement for such extended period shall be recorded in writing.
- 8.3. If any problem arises in the course of the arrangements outlined in this Agreement, the University and the Provider will consult together at the earliest possible opportunity with a view to resolving the matter.

- 8.4. Either party may terminate this Agreement with immediate effect by written notice to the other party on or at any time after:
- 8.4.1. the other party is in material or persistent breach of any obligation under this Agreement which is either incapable of remedy or, if capable of remedy, is not remedied by the other party within fourteen days after being required to do so in writing by the terminating party;
  - 8.4.2. the other party becomes insolvent or is unable to pay its debts as they fall due for payment, or if an order is made, a resolution is passed, a petition is presented or other proceedings are taken (which, in the case of such petition or other proceedings are not dismissed within seven days) for the winding up of the other party (other than voluntarily for the purpose of a solvent amalgamation or reconstruction upon such terms as may have been approved by the terminating party, such approval not to be unreasonably withheld or delayed), or if an administrator, administrative receiver, receiver or similar officer is appointed in respect of the whole or any part of the other party's assets or business, or if the other party makes any composition with, or a general assignment for the benefit of, its creditors or takes or suffers any similar or analogous action in consequence of debt; and/or
  - 8.4.3. the other party ceases to carry on its business or activities as conducted on the Commencement Date.
- 8.5. The University may terminate this Agreement with immediate effect by written notice to the Provider on or at any time:
- 8.5.1. after there is a finding by a regulatory body of competent jurisdiction of (or following an assessment by such body which reveals that there is) a significant risk of any kind whatsoever with respect to a Provider or those attending it, or the University has reasonable cause to anticipate any such finding or assessment being made; or
  - 8.5.2. if the Programme(s) are cancelled, suspended or withdrawn.

## 9. Liability and Indemnity

- 9.1. The Provider shall indemnify the University, its officers, employees and agents (the “**Indemnified Parties**”), and keep them fully and effectively indemnified, from and against all claims, demands, proceedings, losses, liabilities, damages, costs, charges and expenses (including, without limitation, legal costs) suffered or incurred by any Indemnified Parties as a result of or in connection with:
- 9.1.1. the delivery of the Placements, and the performance of its obligations under this Agreement, by the Provider or its employees, agents or consultants;
  - 9.1.2. the negligent acts or omissions of, or the breach of this Agreement by the Provider, its employees, agents or consultants;
  - 9.1.3. any loss of, liability for or damage to any property, or injury to or death of any person caused by any negligent act, omission or wilful conduct of the Provider or its employees, agents or consultants;
  - 9.1.4. any act, omission or conduct of the Provider, its employees, agents or consultants in breach of any applicable health and safety laws or requirements; and/or
  - 9.1.5. any act or omission of a Trainee Teacher while on Placement, any Provider Placements Co-ordinator, Professional Mentor or School Mentor, Subject Mentor, mentor or School Based Tutor, and any other person at the Provider or any of its employees, agents or consultants.
- 9.2. The Provider agrees and acknowledges that, notwithstanding clause 1.4, the University shall assume no responsibility or liability to the Provider or any other person (whether on a joint,

several, joint and several or other basis) for any acts or omissions of a Partner College and that in the event that a Partner College wishes to arrange placements for its students in accordance with the arrangements set out in this Agreement, the Provider may enter into a separate agreement with such Partner College (to which the University shall not be party) on the same terms and conditions as are set out in this Agreement under which its rights and duties shall be owed to and against the Partner College alone to the exclusion of the University and the rights and duties hereunder in the name of the University shall be exercisable by the Partner College to the exclusion of the University.

- 9.3. The University shall indemnify the Provider, and keep it fully and effectively indemnified, from and against all claims, demands, proceedings, losses, liabilities, damages, costs, charges and expenses (including, without limitation, legal costs) suffered or incurred by the Provider, its officers or employees as a result of or in connection with any act or omission by a Trainee Teacher while on Placement which is directly attributable to any failure by the University to provide formal academic tuition in respect of the Programme in accordance with the relevant Definitive Document with the skill and care reasonably expected of a higher education institution.
- 9.4. The total aggregate liability of the University to the Provider (whether in contract, tort (including negligence), breach of statutory duty, restitution, misrepresentation or otherwise) in each year for any loss, liability, damage, costs, charges or expenses arising under or in connection with this Agreement shall not exceed the aggregate amount of Fees paid for Placements under this Agreement.
- 9.5. Nothing in this Agreement limits or excludes the liability of either party to the other party for, and each party accepts unlimited liability for:
  - 9.5.1. death or personal injury caused by its negligence or that of its employees, agents and consultants  
fraud or fraudulent or negligent misrepresentation;
  - 9.5.2. its deliberate default or wilful misconduct or that of its employees, agents and consultants; and/or
  - 9.5.3. liability which cannot be limited or excluded by law.
- 9.6. Except as expressly provided in this Agreement, neither party shall be liable to the other party (whether in contract, tort (including negligence), breach of statutory duty, restitution, misrepresentation or otherwise) for any loss, liability, damage, costs, charges or expenses of an indirect, special or consequential nature (including, without limitation, any economic loss or other loss of turnover, revenue, profits, business, contracts, opportunity, goodwill or anticipated savings) suffered or incurred by the other party arising out of or in connection with any matter under this Agreement.

## **10. Insurance**

- 10.1. During the term of this Agreement, and for a period of six years following expiry or termination, the Provider shall take out and maintain with an insurer of repute the following insurances in relation to the performance of this Agreement (covering both its own staff and Trainee Teachers while on Placements with it):
  - 10.1.1. public liability insurance and professional indemnity insurance adequate to cover all risks arising in the performance of this Agreement and with a minimum cover of £5 million (or such other amount as may be specified by the University from time to time);

- 10.1.2. employer's liability insurance with a minimum cover of £5 million (or such other amount as may be specified by the University from time to time) and for such purpose each Trainee Teacher on Placement with such Provider shall be treated as if an employee of such Provider for the duration of such Placement; and
  - 10.1.3. such other insurance policies as the University may reasonably require from time to time to cover the liabilities that may arise from the Provider (and its employees, agents and consultants) performing its obligations, and delivering the Placements, under this Agreement.
- 10.2. The Provider will promptly provide copies of these policies, and evidence of continued paid premiums, and any such details as the University shall reasonably request.

## **11. Confidentiality**

- 11.1. Each party will keep confidential, and neither party will disclose, any and all Confidential Information of the other party which is disclosed to or obtained by it under, as a result of or in connection with this Agreement and will not use such Confidential Information or divulge it to any third party or employee except for the purposes of performing its obligations under this Agreement. A party in receipt of the Confidential Information of the other party must ensure that its employees, officers and agents and any relevant third parties are aware of the confidential nature of the Confidential Information and comply with the provisions of this clause as if named as a party.
- 11.2. These obligations of confidentiality will not apply where the recipient party can prove:
- 11.2.1. was already known to it or in its possession before it received it from the disclosing party;
  - 11.2.2. was disclosed to it lawfully and without restriction as to its disclosure by a third party;
  - 11.2.3. was in the public domain at the time of receiving it or has subsequently entered the public domain other than because of a breach; or
  - 11.2.4. is required to be disclosed by applicable law.
- 11.3. This clause 11 shall survive termination of this Agreement.

## **12. Legal Requirements**

- 12.1. Data Protection : Each party warrants and undertakes that it shall comply with, and provide reasonable assistance to the other party in relation to, the Data Protection Legislation, and in particular the requirements of Schedule 1 and any other applicable Legal Requirements relating to the use, processing and storage of personal data and privacy from time to time, in so far as such Legal Requirements relate to this Agreement.
- 12.2. Freedom of Information : Each party acknowledges that the other party is or may be subject to the requirements of the Freedom of Information Act 2000 and/or the Environmental Information Regulations 2004 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 in so far as they relate to this Agreement.
- 12.3. Anti-Corruption : Each party shall comply, with the Bribery Act 2010 and all other applicable Legal Requirements prohibiting, restricting or regulating bribery and corruption; and not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010.
- 12.4. Equality and Non-Discrimination : The Provider shall comply in all respects with all applicable

Legal Requirements relating to equality and diversity, maintain an appropriate and effective equalities policy, make due provision for special educational needs, act in accordance with the University's policy of non-discrimination and not discriminate against any person on the grounds of race, ethnic background, sex, disability, age, religious or political beliefs or otherwise.

- 12.5. Other Legal Requirements : Each party shall observe and comply with all other Legal Requirements applicable to this Agreement; and without limitation, the Provider shall ensure that all Placements and its treatment of Trainee Teachers when on Placement with it shall comply with all applicable Legal Requirements.

### **13. General**

- 13.1. Partnership : Nothing in this Agreement will constitute or be deemed to constitute a partnership between the parties and neither party will hold itself out as an agent of the other party.
- 13.2. Entire Agreement : This Agreement sets out the entire agreement between the parties in connection with the subject matter of this Agreement and supersedes any previous agreements between the parties relating thereto.
- 13.3. Other Representations : The parties acknowledge and agree that, in entering into this Agreement, they have not relied on any representations, warranties, undertakings, agreements or statements other than those set out in this Agreement and that, in the absence of fraud, will not have any right or remedy arising out of any such representation, warranty, undertaking, agreement or statement.
- 13.4. Variations : Any variation of this Agreement shall be in writing and signed by or for both parties provided that the University shall be entitled, upon notice to the Provider, to make changes to the Placement Policy, the Mentor Handbook and/or the Definitive Documents (including by way of the removal or addition of specifications, increasing or decreasing the services or amending the order in which the services are to be performed or the locations where the services are to be provided).
- 13.5. Waiver : A failure by either party to exercise, or a delay in exercising, (in whole or in part) any right or remedy provided by this Agreement or by law shall not constitute a waiver of that or any other right or remedy; and no single or partial exercise of any such right or remedy shall prevent any further exercise of such or any other right or remedy. A waiver by either party of a breach of this Agreement shall not be deemed a waiver of any subsequent breach or default.
- 13.6. Several Parts : If this Agreement is prepared in several parts, each party may execute one or more parts and all the executed parts will constitute one agreement.
- 13.7. Illegality : If any provision of this Agreement is held to be illegal, void or unenforceable, the legality, validity and enforceability of the remainder of this Agreement shall not be affected. If the foregoing applies, the parties shall use all reasonable endeavours to agree any lawful and reasonable variations to this Agreement which may be necessary in order to achieve, to the extent possible, the same effect as would have been achieved by the provision in question.
- 13.8. Assignments : This Agreement is personal to each party and neither party may assign, transfer, charge or deal in any way with (or purport to do so) this Agreement or any of its rights hereunder without the consent of the other party or, in the case of assignments, transfers and other dealings by the University, except to another department, office or division of the University.
- 13.9. Third Party Rights : Subject as provided in clause 1.4, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 and the parties do not intend that any third party rights are created by this Agreement.
- 13.10. Disputes : In the event of any dispute between the parties in connection with this Agreement, each party shall arrange for the Provider Placements Co-ordinator and the University

Placements Co-ordinator (in each case acting in good faith) to use their respective reasonable endeavours to resolve the matter in dispute. If such matter is not resolved within ten Business Days of such matter arising, the parties shall arrange for the principal or managing director (on behalf of the Provider) and a Dean of the University (or their respective nominees) to meet in order to resolve the dispute.

13.11. **Notices** : Any notices served by either party under this Agreement shall be in writing and may be delivered by hand or sent by first class recorded delivery post to the address of the addressee as set out in this Agreement (or to any other address in the UK notified by the addressee to the other party in writing from time to time). Notices sent to the University should be marked for the attention of 'The ITE Placements and Partnership Team '. Notices may be sent by facsimile or e-mail provided that they are also delivered by hand or sent by post in accordance with this section.

13.12. The contact details for the University's ITE Placements and Partnership Team are: ITE Placements and Partnership Team, Room 109, Roland Levinsky Building, Drake Circus, Plymouth, Devon, PL4 8AA. The general telephone number is 01752 585312 and the email address is [iteplacements@plymouth.ac.uk](mailto:iteplacements@plymouth.ac.uk).

## 14. Governing Law and Jurisdiction

This Agreement, and any disputes or claims arising out of or in connection with its subject matter, shall be governed by, and construed in accordance with, the laws of England. The parties irrevocably agree that the courts of England have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement.

## 15. Definitions and Interpretation

In this Agreement, unless the context otherwise requires, the following words have the meanings set opposite them:

<b>Academic Year</b>	means the period from 1 August in any one year to and including 31 July in the next year (or such other period of twelve consecutive months as the University may specify);
<b>Academic Partnership Leads</b>	means the members of staff of the University responsible for co-ordinating the Placement programme and policies in the Primary education setting;
<b>Business Day</b>	means a day (other than a Saturday, Sunday or public holiday in England) on which banks in London are open for normal banking business;
<b>Commencement Date</b>	means 1 September 2020;
<b>Confidential Information</b>	means all information or data (whether oral, visual or recorded in writing, in any other medium or by any other method) obtained by or disclosed to one party from or by the other party pursuant to or in connection with this Agreement (including, without limitation, any information relating to a party's operations, processes, services, materials, data, plans, ideas, intentions, proposals, market opportunities, terms of business, research, know-how, design rights, trade secrets, software, finances, customers, employees, students and business affairs);
<b>Definitive</b>	means in respect of each Programme, the documentation prepared by the

<b>Document</b>	University which sets out details of the curriculum and teaching, learning and assessment processes for the Programme (including the Programme specification, definitive module records, student handbook and any other documents necessary for the purposes of quality assurance);
<b>Fees</b>	shall be as defined in clause 6.1;
<b>Legal Requirements</b>	means applicable laws, statutes, rules, regulations, secondary legislation, bye-laws, common law, directives, any judgements, decisions or orders of any court or tribunal of competent jurisdiction, codes of practice, guidance and other requirements, each having the force of law for the time being;
<b>Mentor</b>	means someone appointed by the Provider who is an appropriately qualified and experienced class teacher who will have extensive day to day contact with the Trainee Teacher in the PCET education setting, and who contributes to the support, guidance and assessment of the Trainee Teacher with the Programme Co-Ordinator;
<b>Mentor Handbook</b>	means the mentor handbook for the Programmes (as amended by the University and notified to the Provider from time to time);
<b>Partner College</b>	means any college of higher and further education which has entered into an academic collaboration agreements with the University under which such college is to deliver one or more Programmes to its students under the authority of, and with the approval of, the University; and references in this Agreement to a “ <b>Partner College</b> ” shall mean such college when acting in the capacity of such Programme provider rather than as a provider of Placements (in which case such college will be a “Provider”);
<b>Placement</b>	means a period of work-based, practical training of a Trainee Teacher with the Provider in a work-place environment as part of the Trainee Teacher’s Programme which meets the requirements set out in the Placement Policy (including pages 4 and 5 thereof), Appendix A to the Mentor Handbook and the Definitive Document;
<b>Placement Co-Ordinator</b>	means someone appointed by the Provider to act as a Placements project manager in either a Primary or a PCET education setting, to oversee and co-ordinate the Placement programme within the Provider’s setting, and supervise Mentors, Subject Mentors and School Based Tutors (as appropriate);
<b>Placement Policy</b>	means the placement policy for the Programmes (as amended by the University and notified to the Provider from time to time);
<b>Placements Team</b>	the University’s team responsible for administering Placements;
<b>Professional Mentor</b>	means an appropriately qualified and experienced class teacher who has extensive day to day contact with the Trainee Teacher in the Secondary education setting for the provider and who contributes to the support, guidance and assessment of the Trainee Teacher with the Subject Pathway Lead;
<b>Programme</b>	means the programmes of study provided by the University which lead on successful completion to the award of a Postgraduate Certificate in Education or Certificate in Education (in each case incorporating the Diploma in Education and Training) by the University, details of which are set out in the Definitive Document and are referred to in the Placement

Policy; and references to a “**Programme**” shall mean all or any such programmes of study;

**Programme Committee**

means the representatives of the academic, student cohort, partnership, administrative and quality assurance processes of the University involved in the Programme whose purpose is to review, monitor and evaluate the academic standards and engagement of students regarding the quality of their experience, discussing the delivery of the Programme to communicate, implement pedagogic requirements, and resolve issues and identify improvements

**Programme Co-Ordinator**

means a member of the University who quality assures Placement opportunities and individual Trainee Teacher experiences in the PCET education setting and provides support, guidance and assessment of Trainee Teachers with the Placement Co-Ordinator (if appropriate) and/or Mentor;

**Programme Lead**

means any person appointed by the University to co-ordinate and to discharge the general functions of a programme leader as set out in the Placement Policy (including, without limitation, paragraph 10.1 thereof);

**Provider Mentor**

means the representative of the Provider who is an appropriately qualified and experienced (Class Teacher) practitioner (post NQT) who has extensive day to day contact with the Trainee Teacher;

**School Based Tutor**

means an appropriately qualified and experienced class teacher appointed by the Provider who has extensive day to day contact with the Trainee Teacher in the Primary education setting with Teaching Partnerships status and who shares the responsibility for the support, guidance and assessment of the Trainee Teacher with the University Mentor;

**School Mentor**

means an appropriately qualified and experienced class teacher appointed by the Provider who has extensive day to day contact with the Trainee Teacher in the Primary education setting with Associate Partnership status and who shares responsibility for the support, guidance and assessment of the Trainee Teacher with the University Visiting Tutor;

**Subject Mentor**

means an appropriately qualified and experienced class teacher of the Provider who has extensive day to day contact with the Trainee Teacher in the Secondary education setting and who shares the responsibility for the support, guidance and assessment of the Trainee Teacher with the Professional Mentor;

**Subject Pathway Lead**

means a member of staff from the academic team within the University, who co-ordinates the aspects of the practical teaching experience and the academic programme in a Secondary education setting;

**Trainee Teacher**

means any person registered and enrolled with the University as a student on a Programme and references to “**Trainee Teachers**” are to all persons so registered and enrolled;

**University Mentor**

means a representative of the University who is responsible for the preparation of the Trainee Teacher on Placement in Teaching Partnership providers and to visit the Provider at set points to assist with the guidance, support and assessment of the Trainee Teacher with the School Based Tutor;

**University Visiting Tutor** means a representative of the University who is responsible for the preparation of the Trainee Teacher on Placement in Associate partnership providers and to visit the Provider at set points to assist with the guidance, support and assessment of the Trainee Teacher with the School Mentor.

In this Agreement, unless the context otherwise requires:-

reference to a clause is a reference to a clause of this Agreement;

the singular includes the plural and vice versa; and reference to any gender includes every gender;

all headings are for convenience only, have no legal effect and shall be disregarded in the interpretation of this Agreement;

reference to a statutory provision includes a reference to such statutory provision as amended, re-enacted or extended, and any subordinate legislation made under such statutory provision, from time to time, whether before or after the date of this Agreement (except to the extent that the liability of either party would be increased or extended as a result); and

where the words “includes”, “including” or “in particular” are used, they are deemed to have the words “without limitation” following them.

In the event of any conflict between this Agreement and any document referred to herein (and in the absence of any written agreement to the contrary) this Agreement shall prevail.

This Agreement has been executed on the date stated at the head of this Agreement.

**SIGNED** by Dr Beth Gompertz )  
as authorised signatory for and on behalf of )  
**UNIVERSITY OF PLYMOUTH** )  
Printed Title, Name, Position ) Dr Beth Gompertz  
 ) Director of Plymouth Institute of Education



**SIGNED** by )  
 )  
 )  
as authorised signatory for and on behalf of )  
**[PLACEMENT PROVIDER]** )  
Printed Title, Name, Position )

## Schedule 1 – Data Protection

### 1. Introduction

- 1.1. References in this Schedule 1 to specific Articles or Chapters of the GDPR (as defined below) shall be construed as references to the equivalent provisions in the GDPR or, if relevant, the current Data Protection Legislation (as defined below).
- 1.2. The obligations set out in this Schedule 1 (Data Protection) shall be read in conjunction with clause 12.1 of the Agreement.
- 1.3. As the Provider may be acting simultaneously as a Processor and/or Controller under this Agreement, the relevant Appendix(s) of this Schedule 1 that shall apply shall be determined by the actual Processor/Controller relationship in relation to the Personal Data in question. For example, in relation to Personal Data where the University is the Controller, and the Provider is the Processor, Appendix 1 shall apply.
- 1.4. In the event of any conflict between the terms of the Agreement and this Schedule 1 in relation to data protection, this Schedule 1 shall take precedence.

### 2. Definitions

<b>“Brexit”</b>	means withdrawal of the United Kingdom from the European Union;
<b>“Controller”</b>	Shall have the meaning given to it in the Data Protection Legislation;
<b>“Data Protection Legislation”</b>	means GDPR or any replacement legislation applicable in England and Wales from time to time (whether or not as a result of Brexit) and where applicable, any guidance and codes of practice issued by a Supervisory Authority;
<b>“Data Subject”</b>	has the meaning set out in the Data Protection Legislation;
<b>“GDPR”</b>	means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016;
<b>“Personal Data”</b>	has the meaning set out in the Data Protection Legislation;
<b>“Personal Data Breach”</b>	means an act or omission leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, University Personal Data;
<b>“Processing”</b>	has the meaning set out in the Data Protection Legislation and <b>“Process”</b> and <b>“Processed”</b> shall be construed accordingly;
<b>“Processor”</b>	has the meaning given in the Data Protection Legislation;
<b>“Sub-Processor”</b>	means “another processor” as defined within Article 28 of the General Data Protection Regulation ((EU 2016/679)

<b>“Student Personal Data”</b>	means Personal Data (or any part of such Personal Data) which is: <ul style="list-style-type: none"> <li>(a) transmitted by or on behalf of University to, or is otherwise Processed by, the Provider under this Agreement (and whether relating to the University or a third party); or</li> <li>(b) generated under this Agreement;</li> </ul>
<b>“Supervisory Authority”</b>	means the UK’s Information Commissioner’s Office or replacement authority responsible for the monitoring and enforcement of the Data Protection Legislation.

## **Appendix A – University Controller – Provider Processor**

### **1. Processing Activities and Status of the University and the Provider**

#### **1.1. University and Provider acknowledge that:**

1.1.1. Provider will perform Processing activities in relation to University Personal Data as part of the provision of the Placements under the Agreement, the subject-matter, duration, nature, type of Personal Data, categories of Data Subjects and purpose of which are described more fully in Appendix C below (the **“Processing Activities”**); and

1.1.2. in respect of such Processing Activities, University is the Controller and the Provider is the Processor for the purposes of the Data Protection Legislation.

1.2. Provider shall at all times comply with the provisions of the Data Protection Legislation in connection with this Agreement and its performance of its obligations under the Agreement (including the Processing Activities).

#### **1.3. Provider represents warrants and undertakes that:**

1.3.1. it is not and at all times will not be in breach of any laws of the country in which University Personal Data will be processed which would prevent Provider from processing University Personal Data or would give rise to a liability for University; and

1.3.2. having regard to the nature of the obligations of the Provider under the Agreement (including the Processing Activities) and its obligations as Processor, it shall not, by any act or omission, cause any breach by University of any Data Protection Legislation.

## **2. Provider’s obligations**

### **2.1 The Provider shall:**

2.1.1. Implement and maintain appropriate technical and organisational measures in such a manner that the Processing Activities will meet the requirements of the Data Protection Legislation and ensure the protection of the rights of the relevant Data Subjects (and shall, upon University’s requests, provide a written description of the same).

2.1.2. Provide University with details of the technical and organisational security measures that any of the Provider’s Sub-Processors who process University Personal Data have in place to protect the University Personal Data against

accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access which shall as a minimum meet the standards set by ISO IEC 27001 and ISOIEC 27002 (the “**Minimum Security Standard**”).

- 2.1.3. Carry out regular security audits of its technical and organisational security measures and shall procure that any approved Sub-Processors carry out the same in respect of their technical and organisational security measures to ensure that they do not fall below the Minimum Security Standard and shall, on request, provide copies of the reports of such audits to University. If such audits show any non-compliance, the Provider shall remedy such breaches of the Minimum Standards forthwith at its own expense.
- 2.1.4. Process the Personal Data only in accordance with University’s documented instructions from time to time and only to the extent necessary to discharge its obligations under this Agreement and/or as specifically instructed in writing by University;
- 2.1.5. in relation to any persons authorised to Process (or who may otherwise have access to) University Personal Data on Provider’s behalf ensure that such persons adhere to the terms of this Agreement and ensure that its staff and any persons authorised to process the personal data have committed themselves to confidentiality through a written agreement with the Provider which reflect the terms of this Schedule 1;
- 2.1.6. at any time during normal office hours on reasonable prior written notice permit University authorised employees and auditors, to have access to the records, staff and sites of the Provider used in connection with this Agreement in order to carry out such audits as University deems appropriate. The Provider shall bear its own costs of an audit, and shall implement any remedial action an audit reasonably identifies as necessary at its own cost.
- 2.1.7. taking into account the nature of the Processing Activities, assist University by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of University’s obligation to respond to requests for exercising a Data Subject’s rights in accordance with Chapter III (Rights of the Data Subject) of the GDPR;
- 2.1.8. at no additional cost to University provide all assistance, cooperation and information requested by University in ensuring and demonstrating compliance with the Data Protection Legislation, including without limitation obligations under the following Articles of the GDPR: Article 5; Article 24.1, (including without limitation in meeting any University accountability obligations; Article 12; Article 25; Article 30; Article 32; Article 33; Article 34; Article 35; Article 36;
- 2.1.9. not engage a Sub-Processor that will be processing University Personal Data without prior specific written consent from University. If written consent is given by University, the Provider shall inform University of any intended changes concerning the addition or replacement of the Sub-Processor: any such change will be in strict compliance with this sub-clause. Subcontracting shall not relieve the Provider of its responsibility for meeting its obligations in connection with this Agreement and the Provider shall be liable for all acts and omissions of its subcontractors. The Provider will impose obligations on the Sub-Processor which are no less onerous than those set out in this Schedule 1 (Data Protection);

- 2.1.10. not transfer University Personal Data to a third country that is outside the United Kingdom without the prior written consent of University;
- 2.1.11. at the choice and in a format acceptable to University, permanently delete, destroy or return at its own cost, all of the University Personal Data to following termination or expiry of this Agreement and delete existing copies of such University Personal Data unless (and only to the extent) the Provider is required to retain copies in order to comply with Applicable Law; and
- 2.1.12. immediately inform University in writing:
  - 2.1.12.1. if, in its opinion, an instruction or request by or on behalf of University infringes the Data Protection Legislation or Union or Member State European Economic Area data protection provisions;
  - 2.1.12.2. in the event that it becomes aware of any breach or potential /threatened breach of the Data Protection Legislation it causes (including its Sub-Processors) in connection with this Agreement; and
  - 2.1.12.3. of any provisions in any local law or of any changes in the laws of the country in which University Personal Data is processed which does or could affect Provider's ability to perform its obligations under this Schedule 1 (Data Protection) or which does or may give rise to a liability for University.

### **3. Data Breach Notification**

- 3.1. Provider shall notify University immediately (and in any event no later than 24 hours) after having Personal a Data Breach. Such notification shall:
  - 3.1.1. describe the nature of the Personal Data Breach, including where possible the categories and approximate number of Data Subjects concerned and the categories and approximate number of the University Personal Data records concerned; and
  - 3.1.2. describe the measures taken or proposed to be taken by Provider to address the Personal Data Breach, including where appropriate measures to mitigate its possible adverse effects.

### **4. Indemnity**

- 4.1. Provider shall indemnify and keep indemnified and defend at its own expense University against all costs, claims, damages, fines or expenses (including legal fees) incurred by University or for which University may become liable arising out of any failure by Provider (or its employees, contractors (including Sub-Processors), or agents) to comply with any of its obligations under this Schedule 1 (Data Protection) and/or the Data Protection Legislation. The Provider's liability under this indemnity shall be unlimited.

## Appendix C – University Controller – Provider Controller

1. University and Provider acknowledge that:
  - 1.1. the Provider will perform Processing activities in relation to Personal Data as part of the Services (the “**Processing Activities**”); and
  - 1.2. in respect of such Processing Activities, the Provider will be a Controller in their own right for the purposes of the Agreement and the Data Protection Legislation.
2. The Provider shall at all times comply with the provisions of the Data Protection Legislation in connection with this Agreement and its performance of its obligations under the Agreement (including the Processing Activities).
3. Provider shall notify University immediately (and in any event no later than 24 hours) after having a Personal Data Breach. Such notification shall:
  - 3.1. describe the nature of the Personal Data Breach, including where possible the categories and approximate number of Data Subjects concerned and the categories and approximate number of any Personal Data that was provided by University; and
  - 3.2. describe the measures taken or proposed to be taken by Provider to address the Personal Data Breach, including where appropriate measures to mitigate its possible adverse effects.
4. Provider shall indemnify and keep indemnified and defend at its own expense University against all costs, claims, damages, fines or expenses (including legal fees) incurred by University or for which University may become liable arising out of any failure by Provider (or its employees, contractors (including Sub-Processors), or agents) to comply with any of its obligations under this Schedule 1 and/or the Data Protection Legislation. The Provider’s liability under this indemnity shall be unlimited.

## Appendix C – Data Processing Activities

<b>The subject matter and duration of the Processing</b>	Student teacher identifiers and corresponding safeguarding checks required by the processor for the duration of the placement block and available for the duration of the academic year in which they were communicated.
<b>The nature and purpose of the Processing</b>	Outcomes of student teacher statutory safeguarding checks that can be listed in the placement provider's single central register
<b>The type of Personal Data being Processed</b>	Student Name, Student programme enrolment, outcomes of safeguarding checks; Enhanced DBS, Prohibition Order, Disqualification from Childcare and Keeping Children Safe in Education – Part 1.
<b>The categories of Data Subjects</b>	Student teachers, University staff, placement provider staff