

THE UNIVERSITY OF WARWICK

AND

[INSERT SCHOOL NAME and URN (Department for Education Unique Reference Number)]

AGREEMENT FOR SCHOOL DIRECT INITIAL TEACHER EDUCATION

SAMPLE

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This Agreement is made on [date]

BETWEEN:

- (1) **THE UNIVERSITY OF WARWICK** of Coventry, CV4 7AL, UK (the "University");  
and
- (2) **[INSERT SCHOOL NAME]** of **[INSERT SCHOOL ADDRESS]**  
(the "Lead School")

each a "Party" and together the "Parties"

## 1. BACKGROUND

- 1.1 The University and the Lead School have agreed to co-operate in the delivery of School Direct Initial Teacher Education ("ITE").
- 1.2 The University provides initial teacher education courses ("Course") to students ("Trainees") leading to postgraduate awards of the University.
- 1.3 The Lead School is allocated ITE places by the Department for Education ("DfE") and has agreed to work in alliance with the University and a number of other schools ("Partner Schools") to deliver the professional practice and school-based training elements of the Course.
- 1.4 The Parties have entered into this Agreement in order to define the terms on which this provision will be delivered and, in particular, how academic standards and regulatory compliance will be maintained. This Agreement also aims to ensure that collaborative arrangements between them, channels of authority and accountability, together with responsibility for executive action are clearly set out and operate smoothly.

## 2. APPROVAL

- 2.1 This Agreement is conditional upon and shall not commence unless and until:
- 2.1.1 The University's Centre for Teacher Education has approved the Lead School as a collaborative partner in accordance with the University's procedures.
- 2.1.2 The Lead School has satisfied any conditions imposed by the University as part of that process;
- 2.1.3 The Lead School has, if requested by the University, provided written confirmation which is acceptable to the University that the Lead School has approved the University as a collaborative partner in accordance with the Lead School's internal approval procedures;
- 2.1.4 The Lead School has, if requested by the University, provided written confirmation which is acceptable to the University that it has obtained all necessary or advisable governmental, regulatory or other approvals or consents relevant to this Agreement;
- 2.1.5 The Lead School has, if requested by the University, provided assurance which is acceptable to the University that it will be able to meet its payment obligations under this Agreement;
- 2.1.6 The Lead School has provided to the University's Centre for Teacher Education details of all Partner Schools within its alliance which may be used for Trainee placements;

- 2.1.7 The Lead School has provided the information requested by the University to ensure the University has up to date details to enable it to carry out the financial transactions as outlined at clause 10 and schedule 2 of this agreement.

### **3. STRUCTURE OF THE COURSE**

- 3.1 The Course comprises:
- 3.1.1 an academic element at Master's level delivered by the University, leading to an award of the University and credits towards a University Masters programme; and
  - 3.1.2 a professional practice element and some school-based training delivered by the Lead School and the Partner Schools, leading to the award of QTS.
- 3.2 The Lead School will (and will ensure that Partner Schools) provide the training in accordance with the terms of this Agreement, the statutory guidance issued from time to time by the DfE setting out the criteria for ITE ("ITT Criteria") and the Framework for the Inspection of Initial Teacher Training issued from time to time by Ofsted ("Ofsted Framework").
- 3.3 Trainees will be recruited to the Course on either a salaried route ("School Direct Salaried") or a non-salaried route ("School Direct Tuition Fee"). School Direct Salaried Trainees will be employed by the Lead School or a Partner School and will receive a salary during their training. School Direct Tuition Fee Trainees will be supported by bursaries and/or student loans.
- 3.4 The structure and delivery arrangements for the training will be included in the following documents ("Course Documentation"), which will be agreed between the Parties on an annual basis and made available on the Partners' Intranet (<https://warwick.ac.uk/fac/soc/cte/pintra/> )
- 3.4.1 Course Documentation;
  - 3.4.2 Year Plan;
  - 3.4.3 University of Warwick Student Handbook ("Handbook")
- 3.5 The delivery of the training will be monitored in accordance with the requirements set out in the Course Documentation and specified on the Partners' Intranet (<https://warwick.ac.uk/fac/soc/cte/pintra/>).
- 3.6 Once a Trainee enrolls on a Course, no changes may be made to that Trainee's Training programme except with the prior agreement of the DfE, the University, the Lead School and (if applicable) the relevant Partner School.
- 3.7 The Parties acknowledge that the range of teacher training opportunities and subjects offered by the Lead School and its partners may vary from year to year. The Lead School will discuss any proposed changes with the University prior to submitting its request to the DfE for the allocation of places.
- 3.8 The Parties acknowledge that the allocation of School Direct ITE places by the DfE may vary from year to year. The Lead School will keep the University updated about the requirements of the Lead School and its partners for future Trainee numbers to enable the University to plan its resources accordingly.

#### **4. TERM OF THE AGREEMENT**

- 4.1 This Agreement shall commence on [the date of signature **or** INSERT date] and shall, unless terminated earlier in accordance with clause 17, continue for a period of one (1) year.
- 4.2 The Parties may at any time by agreement in writing extend the term of the Agreement.

SAMPLE

## 5. RESPONSIBILITIES OF THE UNIVERSITY

The University's Academic Registrar's Office has overall responsibility for the operation of this Agreement.

The University is responsible for:

- 5.1 Oversight of all academic aspects of the Course including approval of the Course Documentation;
- 5.2 The promotion of the Course in conjunction with the Lead School;
- 5.3 The marketing of the Course and the recruitment and selection of Trainees in conjunction with the Lead School. The recruitment and selection of Trainees shall be carried out in accordance with the agreed processes and criteria as set out in the Course Documentation;
- 5.4 The admission of Trainees to the Course in conjunction with the Lead School. Admissions decisions will be determined by the Lead School but the University may, at its absolute discretion, reject any applicant for a place on a Course;
- 5.4.1 Ensuring equality of opportunity for any applicants who may require reasonable adjustments (please see Appendix 2: Wellbeing Support Services - Support for different requirements and disabilities);
- 5.5 Maintaining appropriate records on Trainee status. Trainees will be admitted as registered students of the University and will be entitled to access all facilities and services available to students studying at the Warwick campus. All Trainees are required to abide by the Charter, Statutes, Ordinances and Regulations of the University;
- 5.6 Setting the level of tuition fees payable by Trainees (both School Direct Tuition Fee and School Direct Salaried) for the Course. The University shall collect tuition fees from Trainees and shall allocate bursary payments received from the DfE to eligible School Direct Tuition Fee Trainees in accordance with the eligibility criteria set out in DfE guidance;
- 5.7 Carrying out suitability checks (including DBS, Barred List checks, Prohibition Orders and Childcare Disqualification Regulations) on School Direct Tuition Fee Trainees in accordance with relevant statutory guidance and providing confirmation to the Lead School that such checks have been carried out as set out in Appendix 3;
- 5.8 Promptly supplying to the Lead School:
  - 5.8.1 Access to a copy of the University Calendar containing the Charter, Statutes, Ordinances and Regulations which is available at [www2.warwick.ac.uk/services/gov/calendar/](http://www2.warwick.ac.uk/services/gov/calendar/) ("Regulations");
  - 5.8.2 Copies of the appropriate procedural documentation on the administration and monitoring of collaborative provision, as varied from time to time: <https://warwick.ac.uk/services/aro/dar/quality/categories/review/>;
  - 5.8.3 The agreed Course Documentation and School Direct course administration details via [the Partners' Intranet](#) for each academic year;
- 5.9 Delivery of the Course in accordance with the Course Documentation and the Regulations. The University shall provide suitable teaching and learning facilities for its delivery of the

- Course together with academic and pastoral support services for Trainees as set out in the Handbook;
- 5.10 Providing training and other staff development activities for school-based mentors and class teachers in the Lead School and the Partner Schools;
  - 5.11 The assessment of Trainees in accordance with the Regulations, including the appointment of external examiners. Trainees will be subject to the University's assessment regulations, including the procedures relating to academic appeals and academic misconduct. The University shall have the final decision on all matters relating to the assessment of Trainees, including the recommendation of Qualified Teacher Status;
  - 5.12 Providing to the Lead School on request the academic progress of trainees within their School Direct Alliance at the following points: After the interim examination board in March, when the first component of the module has been submitted and assessed; After the final exam board in July. The information to include student name and either a pass/resubmission/non-submission for each assignment;
  - 5.13 Management of complaints from Trainees, including complaints arising from provision delivered at the Lead School where Trainees are not satisfied with an issue raised locally. Complaints will be handled according to the procedures set out in the [University Student Feedback and Complaints Procedure](#);
  - 5.14 Management of concerns raised about a Trainee's conduct, suitability or fitness to teach, in accordance with the procedures set out in the University Regulations for the Determination of Fitness to Practice ([Reg. 34 Regulation for the Determination of Fitness to Practice](#)) as well as the University Regulations for Student Disciplinary Offences Regulations ([Reg. 23 Regulation on Student Disciplinary Offences](#)) and Student Registration, Attendance and Progress ([Reg. 36 on Student Registration, Attendance and Progress](#)). Trainees will also be subject to the professional and employment procedures of their employer (School Direct Salaried Trainees) or of the school where they are on placement (School Direct Tuition Fee Trainees);
  - 5.15 Vetting, induction, education and training of trainees and management of trainee or CTE staff suitability concerns according to the [CTE Safeguarding Policy](#) <https://warwick.ac.uk/fac/soc/cte/about/regulatory-compliance/>;
  - 5.16 Award arrangements, including the production of certificates and transcripts, together with the maintenance of an archive of results;
  - 5.17 Maintenance of appropriate records and data and the provision of reports to University committees, Ofsted, DfE and other relevant ITE regulatory bodies;
  - 5.18 Support of the Lead School in the setting and maintaining of standards and quality in accordance with the ITT Criteria, ITT core content framework: <https://www.gov.uk/government/publications/initial-teacher-training-itt-core-content-framework> and University improvement planning. The Course will be subject to the same rigorous monitoring and review as all University courses and ultimate responsibility for maintenance of academic standards and the quality of the Course will lie with the Senate of the University;
  - 5.19 Establishment of a Partnership Steering Group. The group will consist of members of the University and representatives of the Lead Schools, amongst other partners, and will be chaired by the University. A member of University staff will act as secretary to the group. The group will be responsible for advising on all matters relating to the strategic planning of the Course in accordance with this Agreement and will have the responsibilities outlined in the Partnership Steering Committee Terms of Reference. The group will meet once a term;

- 5.20 Establishment of a Warwick and Schools Partnerships (WaSP) for Primary, Secondary and Cross-Phase matters. The group will consist of members of the University and representatives of partner schools and will be chaired by the University. A member of University staff will act as secretary to the group. WaSPs will be responsible for advising on all matters relating to the operational planning of the Course in accordance with this Agreement. The group will meet once a term;
- 5.21 Nomination of two key contacts (one academic and one administrative) to co-ordinate the operation of the Course at the University and to provide a first communication link with the Lead School and the Partner Schools. The University will notify the Lead School immediately of any change in the identity of the nominated key contacts;
- 5.22 Monitoring its own effectiveness in discharging its responsibilities under this Agreement, in accordance with the University's quality assurance procedures;
- 5.23 Any matter in connection with the provision which is not a responsibility of the Lead School according to this Agreement, or which is not provided for by the Lead School's agreements with the Partner Schools.

## **6. RESPONSIBILITIES OF THE LEAD SCHOOL**

The Lead School is responsible for:

- 6.1 Acting as and undertaking the responsibilities required of a lead school for School Direct ITE as stipulated by the DfE and updated from time to time [as published on the DfE website.](#);
- 6.1.2 Delivering the training via close reference to the ITT Core Content Framework (CCF), designed to support trainee development in 5 core areas – behaviour management, pedagogy, curriculum, assessment and professional behaviours: <https://www.gov.uk/government/publications/initial-teacher-training-itt-core-content-framework> ;
- 6.1.3 Supporting the implementation of the CCF including purposeful integration of local and central training;
- 6.1.4 Supporting trainees to engage with and attend central University training/ PGCE sessions and induction;
- 6.1.5 Providing the University with an outline of the training to be carried out within the School Direct Alliance, to include where applicable cross-phase training;
- 6.2 Requesting training places from the DfE on behalf of the Lead School and Partner Schools and ensuring that Trainees are likely to be suitable for future employment within one of those schools following successful completion of the Course;
- 6.3 Entering into arrangements with Partner Schools to provide Training to Trainees. The Lead School must be satisfied that each Partner School meets the following minimum criteria:
  - 6.3.1 Suitable experience of providing ITE;
  - 6.3.2 Appropriately qualified staff for the delivery of the Training;
  - 6.3.3 A latest Ofsted grade 3 (requires improvement) or better, unless otherwise agreed with the University, the DfE and Ofsted;



- 6.3.4 Appropriate structures and facilities in place to enable the successful delivery of the Training;
- 6.4 Admission of new Partner Schools to the alliance and/or removal of Partner Schools from the alliance subject to the prior written agreement of the University. Approval must be granted by the University before any new Partner School is involved in the delivery of the Training;
- 6.5 Entering into a written agreement with each Partner School which sets out the roles and responsibilities of each party and which ensures that the Lead School's obligations under this Agreement are carried out to the required standard across all Partner Schools. The Lead School shall provide copies of its agreements with Partner Schools to the University on request;
- 6.6 Promptly notifying the University if it or a Partner School is awarded a grade 4 (inadequate) by Ofsted or if concerns are raised about the Lead School or a Partner School by any governmental or regulatory body;
- 6.7 The marketing of the Course and the recruitment and selection of Trainees in conjunction with the University and Partner Schools, in accordance with clause 5.3 above. This includes ensuring at least one interview panel member for PGCE applicant interviews has completed Safer Recruitment training within the last two years, in accordance with the DfE Keeping Children Safe in Education statutory guidance;
- 6.7.1 Ensuring equality of opportunity for any applicants who may require reasonable adjustments– please see Appendix 2: Wellbeing Support Services - Support for different needs and disabilities;
- 6.8 The admission of Trainees to the Course in conjunction with the University, in accordance with clause 5.4 above;
- 6.9 Carrying out (or ensuring that employing Partner Schools carry out) suitability checks (including DBS, Barred List checks, Prohibition Orders and Childcare Disqualification Regulations) on School Direct Salaried Trainees in accordance with relevant statutory guidance and providing confirmation to the University that such checks have been carried out;
- 6.10 Ensuring that appropriate employment arrangements are in place for all School Direct Salaried Trainees, in accordance with DfE guidance and ITT criteria. The Lead School is responsible for obtaining any relevant DfE funding for School Direct Salaried Trainees in accordance with DfE guidance;
- 6.11 Managing the delivery of the Training in the Lead School and across all Partner Schools to ensure that the quality of the learning opportunities provided to Trainees is appropriate and that academic mentoring and learning standards meet the ITT Criteria and the ITT Core Content Framework;

The Lead School shall, and shall procure that the Partner Schools:

- 6.11.1 Deliver the Training in accordance with the Course Documentation;
- 6.11.2 Comply at all times with the ITT Criteria and the Ofsted Framework;
- 6.11.3 Comply at all times with all relevant DfE guidance, including but not limited to taking responsibility for subject development;
- 6.11.4 Provide school-based Trainee induction and orientation programmes, this includes briefing trainees in relation to health and safety and related protocol in the school

- setting (including the relevant risk-assessment and protocol for COVID-19) as well as the school's safeguarding and staff and/or pupil behaviour policy, including contact details for the Designated Safeguarding Lead and how to report any concerns or disclosures in the school setting;
- 6.11.5 Ensure an appropriate school-based training experience for Trainees, including ensuring that Trainees are not expected to exceed the recommended maximum hours of contact teaching time as set out in the Partners' Intranet;
  - 6.11.6 Ensure that Trainees receive appropriate professional and pastoral mentoring and support during their Training;
  - 6.11.7 Provide an appropriately trained and qualified school-based delivery team, to include as a minimum a professional mentor and subject mentor (secondary) or a professional mentor and class teacher (primary) for each Trainee, and ensure that such members of staff are released from other duties to enable them to carry out their role as set out in the Partners' Intranet, course documentation and Handbook;
  - 6.11.8 Provide and maintain suitable accommodation, resources and other services or facilities for the delivery of the Training;
  - 6.11.9 Monitor the attendance and welfare of Trainees and provide such reports, data and other feedback on Trainees' progress as stated in the course documentation provided by the University;
  - 6.12 Provide training for school-based mentors and class teachers and ensuring attendance by school staff at that training and at training and staff development activities provided by the University;
  - 6.13 Arrange professional practice placements for Trainees at the Lead School and/or Partner Schools which are responsive to Trainees' needs and which ensure a complementary placement experience, in accordance with the terms of the Course Documentation. The Lead School is responsible for monitoring the quality of each placement and for taking appropriate action to ensure that Trainees are given every opportunity to successfully complete the professional practice elements of the Course, including where necessary arranging for alternative placements for Trainees. This would usually equate to one additional assessed placement;
  - 6.14 Promptly notify the University of:
    - 6.14.1 Any complaint received by the Lead School from any of the Trainees. The Lead School shall co-operate fully with the University in dealing with any such complaint, in accordance with clause 5.12 above;
    - 6.14.2 Any concerns about a Trainee's conduct or behaviour. These concerns should be directed to the CTE Designated Safeguarding Lead: [R.A.Cooper@warwick.ac.uk](mailto:R.A.Cooper@warwick.ac.uk) . The Lead School shall co-operate fully with the University to take action where concerns are raised about a Trainee's conduct or fitness to practice, in accordance with clauses 5.13 and 5.14 above;
    - 6.14.3 Any concerns about a CTE staff member's conduct or behaviour. These concerns should be directed to the CTE Director in the first instance: [K.M.Ireland@warwick.ac.uk](mailto:K.M.Ireland@warwick.ac.uk) .
    - 6.14.4 Any welfare or medical issues affecting Trainee performance in assessed or examined work;
    - 6.14.5 Any Trainee withdrawal from the Training or termination of a Trainee's registration for any reason;

- 6.14.6 Any matters likely to be relevant to the marketing of and recruitment to each Course;
- 6.15 Carrying out the assessment of Trainees in conjunction with the University, in accordance with clause 5.11 above. Where in accordance with the Regulations a Trainee is entitled to undertake a further professional practice placement the Lead School is responsible for arranging a suitable placement;
- 6.16 Ensuring that it, and the Partner Schools:
- 6.16.1 Provide a safe environment for the delivery of the Training in compliance with the Health and Safety at Work Act 1974, including carrying out appropriate risk assessments and providing trainees with appropriate information regarding this;
- 6.16.2 Have in place appropriate insurance cover for Trainees including employer's liability insurance;
- 6.16.3 Comply with the Equality Act 2010 and in particular the duty to make reasonable adjustments for disabled Trainees in relation to the delivery of the Training;
- 6.16.4 Participate fully in any internal or external quality assurance processes, including any Ofsted inspection of the Course;
- 6.17 Set and maintain standards and quality in accordance with the ITT Criteria and the requirements set out in the Course Documentation;
- 6.18 Apply the University's internal evaluation procedures to the Training and make the results available to the Sub-Committee as requested;
- 6.19 Provide an Annual Report on the Training to the Sub-Committee in the format approved by the University and following consideration by the School Direct ITE Steering Group;
- 6.20 Appoint a Lead School Co-ordinator to co-ordinate the operation of the Training at the Lead School and within the alliance and to provide a first communication link with the University. The Lead School will notify the University immediately of any change in the identity of the Lead School Co-ordinator;
- 6.21 Provide all reasonable administrative support and assistance to staff visiting the Lead School on behalf of the University. *Due to Covid-19, visits during higher risk periods may be conducted remotely. This approach will be reviewed in the light of government and institutional advice on Covid-19 on an on-going basis, and appropriate arrangements made relative to the local and national legislation in place at the time;*
- 6.22 Maintain conduct and standards within the Lead School generally, so as to avoid any matter which in the reasonable opinion of the University is prejudicial to its business or reputation and the promotion of its courses;
- 6.23 Maintain and retain such records and other information relating to the Training and the Trainees as notified by the University to the Lead School from time to time, and allow access by the University or those auditing University processes to such records for academic or quality monitoring or audit purposes;
- 6.24 Notify the University of any change in the legal status or ownership of the Lead School or any other change in its operation which could impact on this Agreement;
- 6.25 Perform all its responsibilities under this Agreement with all due care and diligence and so as to enhance the reputations of the Parties;

- 6.26 Comply with and be responsive to Freedom of Information, Data Protection and Subject Access Request requirements as set out in clause 14 and 15;
- 6.27.1 Comply with University guidelines regarding Consumer Protection Law as set out in the Partners' Extranet, noting that the PGCE programme is treated as a service under this legislation and care must be taken regarding marketing and recruitment as well as course delivery as the Competition and Markets Authority set out the following obligations for HE delivery:
- 6.27.2 Information provision: the need to provide up front, clear, accurate, comprehensive, unambiguous and timely information to prospective and current students. A prevailing theme of the legislation is that consumers/applicants are able to make informed choices i.e. before they accept an offer of a place they have a reasonable degree of certainty regarding the nature and extent of the academic (or other) service the University will provide and the cost they will incur.
- 6.27.3 Terms and conditions: the need for terms and conditions that apply to students to be fair and balanced, and ensuring that HE providers do not rely on terms that are to the students' detriment.
- 6.27.4 Complaint handling processes and practices: The need to ensure that complaints handling processes and practices are accessible, clear and fair to students.

## **7. OVERSIGHT AND MAINTENANCE OF ACADEMIC STANDARDS**

- 7.1 Responsibility for the oversight and maintenance of academic standards in collaborative provision rests with the University, as the awarding body;
- 7.2 The University currently exercises this responsibility through its Partnerships Committee (the "Sub-Committee"). The terms of reference for the Sub-Committee can be found at <https://warwick.ac.uk/services/gov/committees/partnerships/>. The Sub-Committee may establish such working parties or other groups as it shall determine from time to time.
- 7.3 Responsibility for any amendments to the curriculum for collaborative provision rests with the appropriate University committee;
- 7.4 The Sub-Committee will consider an annual report for each Course at one meeting each year and will lead or be represented on University periodic reviews of collaborative courses.

## **8. COURSE REVIEW**

- 8.1 Each Course will be subject to periodic review in accordance with the University's Procedures for the Approval and Monitoring of Collaborative Courses;
- 8.2 The University may, in addition, carry out a review of the Course at any time if it believes it to be advisable or necessary to do so;
- 8.3 To the extent that the University determines that the requirements of this Agreement are not being met it shall notify the Lead School of the changes required to ensure that the Training meets the University's academic standards, and the Lead School shall ensure that all such changes are implemented as soon as reasonably practicable;
- 8.4 In the event that the University determines that the required changes have not been adequately implemented within the applicable timescale it shall, in its absolute discretion, be entitled to terminate this Agreement in accordance with clause 17 below.

## **9. REGULATORY REQUIREMENTS**

- 9.1 The Lead School shall ensure that it complies with all local legislation and/or other regulatory requirements relevant to this Agreement, and in particular that all necessary or advisable governmental, regulatory or other approvals or consents (whether required at the time this Agreement was entered into or from a later date) are secured and maintained for the duration of this Agreement;
- 9.2 The Lead School shall promptly notify the University if there is any relevant change in local legislation or other regulatory requirements relevant to this Agreement;
- 9.3 The Parties will comply with any requirements or guidance relevant to this Agreement issued by HEFCE, the QAA, the DfE, Ofsted or any other UK regulatory body;
- 9.4 The Lead School shall co-operate with any audit or monitoring visit carried out by any relevant regulatory body and shall provide such body with any information it reasonably requests as part of such audit or monitoring visit.

## **10. FINANCIAL ARRANGEMENTS**

- 10.1 The financial arrangements that apply to this Agreement are as set out in schedule 2;
- 10.2 Schedule 2 will be reviewed by the University on an annual basis, and any changes will be notified to the Lead School in advance of any renewal of this Agreement in accordance with clause 4.2 above;
- 10.3 Each party is responsible for compliance with the relevant funding agreement between it and the DfE for School Direct funding relating to this Agreement, including the obligation to provide audited accounts;
- 10.4 The Lead School is responsible for the allocation of funding as between it and the Partner Schools;
- 10.5 All fees or sums payable under this Agreement are exclusive of any applicable value added taxes or other duties, which will be added to the relevant invoice where applicable. If requested by the University, the Lead School shall make payment of that part of the invoice relating to those taxes or other duties direct to the relevant authorities;
- 10.6 The Lead School is responsible for the payment of any local taxes, duties or other fees arising out of the operation of this Agreement and shall indemnify the University for any liability thereto;
- 10.7 Each Party will invoice the other for the fees and other sums payable in accordance with Schedule 2;
- 10.8 All payments made under this Agreement shall be in pounds sterling and shall be made by BACS into the bank account notified by the invoicing party to the other by such method as the invoicing Party may specify;
- 10.9 The Lead School shall notify the university of any in year changes to the financial information requested at Schedule 2 and provided as part of this agreement. This includes but is not limited to Lead school change of legal entity.

## **11. INTELLECTUAL PROPERTY**

- 11.1 Copyright and any other IP in materials relating to the Course including the Course Documentation and the Regulations shall be the property of the Party creating such

rights being the University or the Lead School, or if created jointly shall be the property of the University. For the avoidance of doubt, Intellectual Property ("IP") means patents, registered designs, trademarks and service marks (whether registered or not), domain names, copyright, design rights, trade secrets, know-how and all similar property rights in inventions, computer programs, designs, semiconductor topographies and confidential information;

- 11.2 Neither Party shall cause or permit anything to occur which may damage or endanger the other's IP;
- 11.3 Any materials provided by one Party to the other Party under the terms of this Agreement are and remain the property of the providing Party, and the other Party undertakes not to use, copy or reproduce them except in order to comply with its obligations under this Agreement. They will not be disclosed to any third party other than a Partner School without the prior written consent of the providing Party;
- 11.4 Both Parties shall promptly and fully notify the other of any actual threatened or suspected infringement of any of its IP which comes to a Party's notice and both Parties shall at the request and expense of the other do all such things as may be reasonably required to assist the other in taking or resisting any proceedings in relation to any such infringement;
- 11.5 The Party providing the materials to the other Party warrants that none of the IP comprised in the materials will in so far as it is aware infringe any third-party IP rights and where any third party rights do exist the Party providing the materials to the other Party undertakes to agree a license or right to use those materials specifically for the purposes of this Agreement;
- 11.6 The Party providing the materials to the other Party hereby agrees to indemnify subject to the provisions of clause 25 the other Party against all and any claims arising in connection with any threatened or actual claim for infringement, or misappropriation or alleged infringement or misappropriation.

## **12. PUBLICITY**

- 12.1.1.1 Any advertisement or reference to this Agreement in the press or other media shall make clear that the Lead School is an approved partner of the University for School Direct ITE. The format and style of all advertising and publicity material relating to each Course shall be approved by the University. The University and the Lead School confirm their intention to use their joint logos to promote this provision;
- 12.2 All advertising and publicity material relating to a Course shall be produced for approval by the University annually prior to use of such material in that year and no material shall be used unless and until it has been approved by the University.

## **13. CONFIDENTIALITY**

- 13.1 Each Party will keep secret and confidential any and all Confidential Information belonging to the other Party disclosed as a result of the relationship of the Parties under this Agreement and will not use nor disclose the same save as envisaged in this Agreement. Where disclosure is made to any employee, consultant or agent, it will be done subject to obligations equivalent to those set out in this clause 13 and each Party will be responsible to the other in respect of any disclosure or use of such secret or Confidential Information by a person to whom disclosure is made;
- 13.2 The obligations of confidentiality in this clause 13 will not extend to any matter which is in or becomes part of the public domain otherwise than by reason of a breach of the

obligations of confidentiality in this Agreement, or which either Party can show was in its written records prior to the date of disclosure of the same by the other Party under this Agreement, or which it receives from a third party independently entitled to disclose it, or which it is required by law or regulatory authority to disclose;

- 13.3 "Confidential Information" means all information in respect of a Party including, without prejudice to the generality of the foregoing, any ideas; business methods; finance; prices, business, financial, marketing, development or manpower plans; customer lists or details; computer systems and software; products or services. including (but not limited to) know-how or other matters connected with services provided or obtained by the Parties, and information concerning the Parties' relationships with actual or potential clients, customers or suppliers and the needs and requirements of the Parties and of such persons and any other information which, if disclosed, will be liable to cause harm to the Parties.

#### **14. DATA PROTECTION**

- 14.1 Each Party agrees to comply with its obligations as set out in Schedule 1 (Data Protection) of this Agreement, this includes the requirement to produce, upon subject access request, all records of personally identifiable information (including emails and paperwork) relating to a data subject that could be a trainee undertaking placement.

#### **15. FREEDOM OF INFORMATION**

- 15.1 Each Party acknowledges that the other is subject to the requirements of the Freedom of Information Act 2000 and the Environmental Information Regulations (together the "Disclosure Legislation");
- 15.2 Each Party shall assist and co-operate with the Party which receives a request for the disclosure of information under the Disclosure Legislation ("the Receiving Party") to enable the Receiving Party to comply with the Disclosure Legislation and any requests which reference the Disclosure Legislation ("Requests");
- 15.3 Where the Receiving Party receives a Request which relates to the other Party or to information of the other Party it shall notify the other Party ("the Notified Party") and the Notified Party shall:
- 15.3.1 at the request of the Receiving Party provide the Receiving Party with a copy of all information which is available to it in the form that the Receiving Party requires within five (5) days (or such other period as the Receiving Party may specify) of the Receiving Party requesting the relevant information; and
- 15.3.2 provide all necessary assistance requested by the Receiving Party to enable the Receiving Party to respond to a Request within the time periods set out in the Disclosure Legislation;
- 15.4 The Receiving Party shall be responsible for determining in its absolute discretion whether the information:
- 15.4.1 Is exempt from disclosure in accordance with the provisions of the Disclosure Legislation; and
- 15.4.2 Is to be disclosed in response to a Request, and in no event shall the Notified Party respond directly to a Request unless it is expressly authorised to do so by the Receiving Party;

- 15.4.3 The Notified Party acknowledges that the Receiving Party may be obliged under the Disclosure Legislation to disclose information:
- 15.4.4 Without consulting the Notified Party; or
- 15.4.5 Following consultation with the Notified Party and having taken its views into account;
- 15.5 Without prejudice to clause 15.4 the Receiving Party shall use its reasonable endeavours to consult with, and take into account the views of, the Notified Party;
- 15.6 The Receiving Party and the Notified Party may agree that where the information the subject of the Request is held by the Notified Party it is appropriate to transfer the Request to the Notified Party in which case the Receiving Party shall so notify the person who has made the request and shall transfer the Request to the Notified Party.15.7 The Notified Party shall deal with such Request in accordance with the Disclosure Legislation.

## **16. ANTI-BRIBERY**

- 16.1 The Lead School shall:
  - 16.1.1 Comply with all Relevant Requirements;
  - 16.1.2 Not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act;
  - 16.1.3 Comply with the University's anti-bribery and anti-corruption policies notified in writing to the Lead School from time to time by or on behalf of the University and the Lead School shall ensure that all of its employees, contractors, subcontractors and/or agents engaged in any way in relation to this Agreement are fully aware of the University's anti-bribery and anti-corruption policies;
  - 16.1.4 Have and maintain in place throughout the term of this Agreement its own policies and procedures, including Adequate Procedures to ensure compliance with the Relevant Requirements, the University's anti-bribery and anti-corruption policies and clause 16.1.2, and will enforce them where appropriate;
  - 16.1.5 Procure and ensure that all Associated Persons of the Lead School and/or other persons who are performing services and/or providing goods in connection with this Agreement comply with the Relevant Requirements;
  - 16.1.6 Within fourteen (14) days of the date of this Agreement, and annually thereafter, certify to the University in writing signed by an officer of the Lead School, compliance with this clause 16 by the Lead School and all Associated Persons and all other persons for whom the Lead School is responsible under clause 16.1.5. The Lead School shall provide such supporting evidence of compliance as the University may reasonably request;
- 16.2 Without prejudice to any other rights or remedies the University may have the University may terminate this Agreement on written notice to the Lead School specifying the date on which this Agreement will terminate in the event of a breach of this clause 16. Breach of this clause 16 shall be deemed a material breach which is not capable of remedy;
- 16.3 Without prejudice to any other rights or remedies the University may have the Lead School shall indemnify the University in full and on demand against any losses, liabilities, damages, costs (including but not limited to legal fees), claims and expenses incurred by, or awarded against, the University as a result of any breach of this clause 16 by the Lead School (which shall include the acts or omissions of any Associated



Person) and/or any breach of provisions equivalent to this clause 16 in any subcontract by any subcontractor;

16.4 For the purpose of this clause 16, the following terms have the meaning set out next to them:

"Adequate Procedures" shall be determined in accordance with section 7(2) of the Bribery Act (and any guidance issued under section 9 of that Act);

"Associated Person" shall have the meaning ascribed to it in section 8 of the Bribery Act and shall include but is not limited to any employees, agents, contractors and/or subcontractors of the Lead School;

"Bribery Act" shall mean the Bribery Act 2010 (and any amendment thereto);

"Relevant Requirements" shall mean all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act.

## **17. TERMINATION**

17.1 Either Party may terminate this Agreement by giving not less than six (6) months' written notice expiring at any time;

17.2 Either Party may terminate this Agreement with immediate effect by notice in writing in the following circumstances:

17.2.1 If there is a material breach by the other Party of the terms of this Agreement and, where the breach is capable of remedy, that Party has failed to remedy it after receipt of not less than thirty (30) days' notice to effect such remedy;

17.2.2 If the other Party becomes or is deemed to become insolvent or unable to pay its debts (within the meaning of section 123 of the Insolvency Act 1986) when they fall due;

17.2.3 If there is a change in the legal and/or regulatory requirements applicable to this Agreement which the Party giving notice reasonably considers render it impracticable or impossible to fulfil the terms of this Agreement.

17.3 The University may terminate this Agreement with immediate effect by notice in writing in the following circumstances:

17.3.1 If, in its reasonable opinion, the academic standards of its awards, the learning opportunities provided to Trainees or the University's name and/or reputation are at serious risk;

17.3.2 If the Lead School fails to comply with any requirements imposed by the University following a review of the provision carried out in accordance with clause 8;

17.3.3 If the outcome of an Ofsted inspection of the Lead School results in an overall judgment of grade 4 (inadequate);

17.3.4 If the Lead School is subject to a change of control or ownership or change to its organisation which, in the University's reasonable opinion, would have a serious impact on the operation of this Agreement.

## **18. CONSEQUENCES OF TERMINATION**

18.1 Where this Agreement terminates for any reason or where notice to terminate has been given in accordance with clause 17.1 or 17.3 the Parties shall:

- 18.1.1 Cease to promote and market the Course and not register any new Trainees other than those who have already accepted a place on a Course;
- 18.1.2 Take all reasonable steps to ensure that the Trainees registered on each Course are able to complete it (the "Teach Out Period").
- 18.2 The Teach Out Period shall continue until all Trainees have completed their Course or have ceased to be registered as Trainees.
- 18.3 Subject to this clause 18, the terms of this Agreement will continue to apply with full force and effect to the delivery of the Course during the Teach out Period, unless otherwise agreed in writing by the Parties.
- 18.4 If at any time during the Teach Out Period the University believes that the quality of any Course is in question it may at its sole discretion give notice to the Lead School to cease delivery of the Course, at which time the Teach Out Period will come to an end.
- 18.5 If notice is given by the University under clause 18.4 the Lead School shall meet the University's reasonable costs in connection with any support provided or action taken by the University so as to enable Trainees to complete their Course.
- 18.6 At the conclusion of the Teach Out Period each Party shall:
  - 18.6.1 Cease using the name and/or logo of the other Party;
  - 18.6.2 Forthwith return to the other Party all materials relating to the Course which are the property of the other Party.
- 18.7 The termination of this Agreement, however it arises, is without prejudice to the rights, duties and liabilities of any of the Parties accrued prior to termination. The clauses of this Agreement which expressly or implicitly have effect after termination will continue to be enforceable notwithstanding termination.

## **19. DISPUTE RESOLUTION**

- 19.1 If a dispute arises between the Parties then the Parties will seek to resolve it as follows:
  - 19.1.1 In the first instance each Party will provide each other with their position statement setting out in detail the issues that they consider relevant to the dispute and their position in that respect;
  - 19.1.2 Within ten (10) business days of providing each other with their position statement the key academic or administrative contact (as appropriate) at the University and the Lead School Co-ordinator at the Lead School shall meet face to face and shall make a bona fide attempt to settle the dispute.
- 19.2 If the meeting fails to resolve the dispute within fifteen (15) business days, either Party may by notice in writing refer the dispute to the Vice Chancellor of the University and the Head teacher of the Lead School, who shall co-operate in good faith to resolve the dispute as amicably as possible within fifteen (15) business days of the dispute being referred to them.
- 19.3 Nothing in this clause 19 shall prevent either Party commencing proceedings against the other, in accordance with clause 27.

## **20. RELATIONSHIP BETWEEN PARTIES**

Both Parties are independent contractors. Nothing contained in this Agreement shall be construed to imply that there is any relationship between them of partnership or principal/agent, employer or employee nor are the Parties by this Agreement engaging in a joint venture. Accordingly, neither of the Parties shall have any right or authority to act on behalf of the other nor to bind the other by contract or otherwise unless expressly permitted by the terms of this Agreement.

## **21. FORCE MAJEURE**

- 21.1 If either Party is affected by Force Majeure it will forthwith inform the other Party in writing of the matters constituting the Force Majeure, will keep the other Party fully informed of the continuance and of any change of circumstances whilst such Force Majeure continues and will use all reasonable endeavours to mitigate the effect of such Force Majeure. 21.2 If the event of Force Majeure continues for longer than three (3) months the Party not subject to the Force Majeure event may at any time whilst such Force Majeure continues by notice in writing to the other Party, terminate this Agreement.
- 21.3 Save as provided in this clause 21, Force Majeure will not entitle either party to terminate this Agreement and neither Party will be in breach of this Agreement, nor otherwise liable to the other, by reason of any delay in performance, or nonperformance of any of its obligations due to Force Majeure.
- 21.4 Force Majeure means any circumstance not within a Party's reasonable control including, without limitation: 1) acts of God, flood, drought, earthquake, volcanic activity or other natural disaster; 2) epidemic or pandemic; 3) terrorist attack, civil war, civil commotion or riots, war, national emergency, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; 4) nuclear, chemical or biological contamination or sonic boom; 5) any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition; 6) collapse of buildings, fire, explosion or accident; 7) any labour or trade dispute, strikes, industrial action or lockouts (other than in each case by the Party seeking to rely on this clause, or companies in the same group as that Party); and 8) interruption or failure of utility service.

## **22. NOTICES**

- 22.1 Subject to clause 22.2 below all notices under this Agreement will be in writing and may be served by recorded delivery to the other Party, by post to the other Party or fax, addressed to the other Party at the address given in this Agreement, or at such other address as Party will from time to time by notice in writing give to the other Party for the purpose of service of notices under this Agreement. Every such notice will be deemed to have been served: if served recorded delivery on the date of receipt, if by post at the expiration of two (2) business days after postage. In proving service, it will be sufficient to show, in the case of a letter, that the same was duly addressed prepaid and posted in the manner provided.
- 22.2 Other notices for day-to-day communication only may be sent by email to the person and at the email address set out below or to such other email address as may have been notified from time to time:

To the University: Leigh Capener, CTE Partnership Officer, [partnership@warwick.ac.uk](mailto:partnership@warwick.ac.uk)

To the Lead School: [insert recipient and email address]

### **23. VARIATION**

- 23.1 Any variation of the terms of this Agreement shall be in writing and evidenced by the signature of an authorised representative of each Party.
- 23.2 The University reserves the right to amend this Agreement in the light of changes to the external UK quality assurance framework by notice in writing to the Lead School.

### **24. LIABILITY**

- 24.1 The Lead School shall be liable for any loss, damage or injury to the University resulting from the negligent act or omission of the Lead School arising during the provision of the Course and/or arising under the terms of this Agreement and the Lead School hereby agrees to indemnify the University and keep the University indemnified against all costs, claims and expenses however they arise and whether as a result of negligence, willful misconduct or default of the Lead School or otherwise.
- 24.2 Subject to clauses 24.3 and 24.4, the University's liability whether in contract, tort, negligence and/or by way of indemnity or otherwise including damages or compensation payable by the University on any claim or claims whatsoever concerning or relating directly or indirectly to anything supplied or provided and including but not limited to claims based on negligence, misrepresentation (other than fraudulent misrepresentation) breach of contract or warranty, shall not in aggregate exceed the monies actually received by the University under the terms of this Agreement.
- 24.3 Nothing in this Agreement will operate so as to exclude a Party's non-excludable liability in respect of death or personal injury caused by the negligence of that Party, its servants or agents; to exclude liability for fraudulent misrepresentation or fraud or any other matter which cannot be excluded by law.
- 24.4 Without prejudice to clause 24.3, neither Party shall be liable to the other, whether in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise, for any loss of profit; or loss of goodwill; or loss of business; or loss of business opportunity; or loss of anticipated saving; or loss or corruption of data or information; or special, indirect or consequential damage suffered by the other party that arises under or in connection with this Agreement.
- 24.5 The Lead School will effect all necessary insurances against claims by third parties and others which may arise out of, or incidental to, the provision of the Course(s) and collecting or arising out of the negligent acts or defaults of the Lead School or any person employed or acting on its behalf in such provision and/or any other liability arising under this Agreement and such other insurance as may be required by law.

### **25. INDEMNITY**

- 25.1 Where a Party ("the Indemnifying Party") is liable to indemnify the other Party ("the Indemnified Party") under this Agreement, such indemnity will apply provided that the Indemnified Party:
- 25.1.1 Promptly gives notice of any claim to the Indemnifying Party;
- 25.1.2 Provides to the Indemnifying Party on request, such information and assistance in relation to such claim as the Indemnifying Party may reasonably require, subject to the

Indemnifying Party indemnifying the Indemnified Party against all costs reasonably incurred by it in the provision of such information or assistance; and

- 25.1.3 Does not make any settlement, compromise or prejudicial admission in relation to such claim without the prior consent of the Indemnifying Party (such consent not to be unreasonably withheld or delayed).
- 25.2 Nothing in this clause shall restrict or limit the Indemnified Party's general obligation at law to mitigate a loss it may suffer or incur as a result of an event that may give rise to a claim under this indemnity.

## **26. LAW**

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England.

## **27. JURISDICTION**

The Parties irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims) and the Parties waive any objection to proceedings in such courts on the grounds of venue or on the grounds that proceedings have been brought in an inappropriate form.

## **28. GENERAL**

- 28.1 Neither Party shall assign or transfer any of its rights or obligations under this Agreement without the prior written consent of the other Party.
- 28.2 Other than as expressly set out in this Agreement, neither Party shall assign, transfer or sub-contract any of its rights and responsibilities under this Agreement without the express agreement of the other Party.
- 28.3 This Agreement including the Schedules attached hereto shall constitute the entire understanding between the Parties in relation to its subject matter and supersedes all prior agreements, understandings, discussions and representations made between the Parties except for fraudulent misrepresentations.
- 28.4 Each Party acknowledges that, in entering into this Agreement, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this Agreement.
- 28.5 If any clause or part of this Agreement is found by any court, tribunal, administrative body or authority of competent jurisdiction to be illegal, invalid or unenforceable then that provision will, to the extent required, be severed from this Agreement and will be ineffective without, as far as is possible, modifying any other clause or part of this Agreement and this will not affect any other provisions of this Agreement which will remain in full force and effect.
- 28.6 No failure or delay by any Party to exercise any right, power or remedy will operate as a waiver of it nor will any partial exercise preclude any further exercise of the same, or of some other right, power or remedy.
- 28.7 Nothing in this Agreement shall confer on any third party any benefit or the right to enforce any provision of this Agreement.

- 28.8 The Parties agree to co-operate in defending any legal claim or complaint to the Office of the Independent Adjudicator by a Trainee or third party arising out of the operation of this Agreement.
- 28.9 All references to any legislation or part of legislation in this Agreement shall be interpreted to include any subsequent amendments or secondary legislation.

SAMPLE

## SCHEDULE 1 - DATA PROTECTION

### DEFINITIONS

In this Schedule 1 the following definitions shall apply:

<b>"Controller", "Processor" and "Data Subject"</b>	shall have the meaning given to those terms in the applicable Data Protection Laws;
<b>"Data Protection Laws"</b>	means any law, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding restriction (as amended, consolidated or re-enacted from time to time) which relates to the protection of individuals with regards to the Processing of Personal Data to which a Party is subject, including the Data Protection Act 1998 (" <b>DPA</b> ") and EC Directive 95/46/EC (the " <b>DP Directive</b> ") (up to and including 24 May 2018) and on and from 25 May 2018, the GDPR and all legislation enacted in the UK in respect of the protection of personal data;
<b>"Data Processing Particulars"</b>	means, in relation to any Processing under this Agreement:  (a) the subject matter and duration of the Processing;  (b) the nature and purpose of the Processing;  (c) the type of Personal Data being Processed; and  (d) the categories of Data Subjects;  as set out in [Appendix 1].
<b>"Data Subject Request"</b>	means an actual or purported request or notice or complaint from or on behalf of a Data Subject exercising his rights under the Data Protection Laws in relation to Personal Data including without limitation: the right of access by the Data Subject, the right to rectification, the right to erasure, the right to restriction of processing, the right to data portability and the right to object;
<b>"GDPR"</b>	means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and repealing Directive 95/46/EC (General Data Protection Regulation) OJ L 119/1, 4.5.2016;
<b>"Good Industry Practice"</b>	means at any time the exercise of that degree of care, skill and diligence which would be reasonably expected at such time from a leading and expert supplier of similar services to those being carried out under this Agreement, such supplier seeking to comply with its contractual obligations in full and complying with all applicable laws including the Data Protection Laws;

"ICO"	means the UK Information Commissioner's Office, or any successor or replacement body from time to time;
"ICO Correspondence"	means any correspondence or communication (whether written or verbal) from the ICO in relation to the Processing of Personal Data;
"Losses"	means all losses, fines, penalties, liabilities, damages, costs, charges, claims, amounts paid in settlement and expenses (including legal fees (on a solicitor/client basis), disbursements, costs of investigation (including forensic investigation), litigation, settlement (including ex gratia payments), judgment, interest and penalties), other professional charges and expenses, disbursements, cost of breach notification including notifications to the data subject, cost of complaints handling (including providing data subjects with credit reference checks, setting up contact centres (e.g. call centres) and making ex gratia payments), all whether arising in contract, tort (including negligence), breach of statutory duty or otherwise;
"Personal Data"	means any personal data (as defined in the Data Protection Laws) Processed by either Party in connection with this Agreement, and for the purposes of this Agreement includes Sensitive Personal Data (as such Personal Data is more particularly described in Appendix 1 ( <i>Data Processing Particulars</i> ));
"Personal Data Breach"	has the meaning set out in the Data Protection Laws and for the avoidance of doubt, includes a breach of Paragraph <b>Error!</b> <b>Reference source not found.;</b>
"Processing"	has the meaning set out in the Data Protection Laws (and "Process" and "Processed" shall be construed accordingly);
"Restricted Country"	means a country, territory or jurisdiction outside of the European Economic Area which the EU Commission has not deemed to provide adequate protection in accordance with Article 25(6) of the DP Directive and/ or Article 45(1) of the GDPR (as applicable);
"Security Requirements"	means the requirements regarding the security of Personal Data, as set out in the Data Protection Laws (including, in particular, the seventh data protection principle of the DPA and/ or the measures set out in Article 32(1) of the GDPR (taking due account of the matters described in Article 32(2) of the GDPR)) as applicable;
"Sensitive Personal Data"	means Personal Data that reveals such special categories of data as are listed in Article 9(1) of the GDPR; and
"Services"	means the Lead School's recruitment of and school-based training for trainee teachers.



## DATA PROTECTION

### Nature of the Processing

The Parties acknowledge that the factual arrangements between them dictate the role of each Party in respect of the Data Protection Laws. Notwithstanding the foregoing, each Party agrees that the nature of the Processing under this Agreement will be as follows:

the Parties shall each Process the Personal Data;

each Party shall act as a Controller in respect of the Processing of the Personal Data on its own behalf and in particular each shall be a Controller of the Personal Data acting individually and in common, as follows:

University shall be a Controller where it is Processing Personal Data in relation to initial teacher training, undertaking assessments for trainee teachers and other ancillary tasks related thereto; and

the Lead School shall be a Controller where it is Processing Personal Data in relation to enrolment of trainee teachers, providing relevant training in accordance with the trainee handbook etc.;

Notwithstanding Paragraph **Error! Reference source not found.**, if either Party is deemed to be a joint Controller with the other in relation to the Personal Data, the Parties agree that they shall be jointly responsible for the compliance obligations imposed on a Controller by the Data Protection Laws, and the Parties shall cooperate to do all necessary things to enable performance of such compliance obligations, except that each Party shall be responsible, without limitation, for compliance with its data security obligations set out in Paragraph **Error! Reference source not found.** where Personal Data has been transmitted by it, or while Personal Data is in its possession or control.

Each of the Parties acknowledges and agrees that Appendix 1 (*Data Processing Particulars*) to this Agreement is an accurate description of the Data Processing Particulars.

### Data Controller Obligations

Each Party shall in relation to the Processing of the Personal Data comply with its respective obligations under the Data Protection Laws.

Without limiting the generality of the obligation set out in Paragraph **Error! Reference source not found.**, in particular, each Party shall:

where required to do so make due notification to the ICO;

ensure that all fair processing notices have been given (and/or, as applicable, consents obtained) and are sufficient in scope to enable each Party to Process the Personal Data as required in order to obtain the benefit of its rights and to fulfil its obligations under this Agreement in accordance with the Data Protection Laws;

ensure that appropriate technical and organisational security measures are in place sufficient to comply with at least the obligations imposed on the Controller by the Security Requirements; and where requested provide to the University evidence of its compliance with such requirements promptly, and in any event within forty-eight (48) hours of the request;

provide a contact point for enquiries to Data Subjects and subject to clause 13 (Confidentiality) will make available, upon request, a summary of this Schedule 1 to Data Subjects;

notify the other Party promptly upon receipt of a Data Subject Request or ICO Correspondence. Upon notification, the Parties shall determine who shall have sole conduct of the response to any such data subject request or ICO Correspondence, with the other Party providing reasonable co-operation and assistance;

use reasonable endeavours to notify the other Party if it is obliged to make a disclosure of any of the Personal Data under any statutory requirement, such notification to be made in advance of such disclosure or immediately thereafter unless prohibited by law;

notify the other Party promptly upon becoming aware of any actual or suspected Personal Data Breach in relation to the Personal Data received from the other Party and shall, within such timescale to be agreed by the Parties (acting reasonably and in good faith):

implement any measures necessary to restore the security of compromised Personal Data; and

support the other Party to make any required notifications to the ICO and/or other relevant regulatory body and affected Data Subjects;

not do anything which shall damage the reputation of the other Party or that Party's relationship with the Data Subjects;

not transfer any Personal Data it is processing to a Restricted Country;

hold the information contained in the Personal Data confidentially and under at least the conditions of confidence as such Party holds Personal Data Processed by it other than the Personal Data; and

not disclose the Personal Data to a third party (including a sub-contractor) in any circumstances without the other Party's prior written consent. unless that Party is prohibited by law or regulation from notifying the other Party of that disclosure, in which case it shall do so as soon as practicable thereafter (where permitted by law or regulation);

## **INDEMNITY**

2.1 Lead School shall indemnify the University on or after tax basis against any:

2.1.1 monetary penalties or fines; and

2.1.2 losses, damage, costs, charges, expenses and liabilities (including reasonable legal fees and disbursements);

in each case incurred or suffered by it or arising out of or in connection with any breach by the Lead School of this Schedule 1.

Nothing in this Agreement shall exclude or limit a Party's liability under this Paragraph **Error!**  
**Reference source not found..**

## **TERMINATION**

3.1 Notwithstanding any provision to the contrary in this Agreement, in the event of a breach of this Schedule 1 by a Party, then the non-breaching Party may terminate this Agreement immediately upon service of written notice on the breaching Party to that effect.

SAMPLE

## SCHEDULE 2 - FINANCIAL ARRANGEMENTS

This Schedule sets out the financial arrangements which apply to this Agreement, in accordance with clause 10.

1. Fee per Trainee (Academic Year 2021/2022)

1.1 **School Direct Tuition Fee trainees**

1.1.2 The tuition fee payable by School Direct Tuition Fee Trainees in 2021/2022 is £9,250. The University shall collect payment of the tuition fees from Trainees in accordance with its standard procedures.

1.1.3 The University shall pay to the Lead School a fee of [REDACTED] for each School Direct Tuition Fee Trainee registered on a Course in accordance with the terms of this Agreement.

1.1.4 Payment shall be made by the University in three instalments [REDACTED] in December 2021, April 2022, and June 2022 respectively.

1.2 **School Direct Salaried Trainees**

1.2.2 The tuition fee payable by School Direct Salaried Trainees in 2021/2022 is £2,000. The University shall collect payment of the tuition fee from Trainees in accordance with its standard procedures. This fee is in addition to the Lead School Payment at 1.2.3.

1.2.3 The Lead School shall pay to the University a fee of [REDACTED] for each School Direct Salaried Trainee registered on a Course in accordance with the terms of this Agreement.

1.2.4 The University will invoice the Lead School for payment in three equal instalments of [REDACTED] in December 2021, April 2022, and June 2022.

1.3 In the event that a Trainee fails to complete the Course for any reason (including failure to pass relevant assessments or removal from the Course) the University will apply its standard policy on tuition fee refunds. Where this results in a repayment of part of the tuition fee to the Trainee, the fee payable in accordance with paragraph 1.1 or 1.2 shall be adjusted accordingly.

1.4 The fee per Trainee payable in accordance with paragraph 1.1 or 1.2 covers all aspects of the delivery of the Course by the University, Lead School and the Partner Schools in accordance with the terms of this Agreement. The Lead School is responsible for the financial arrangements as between it and the Partner Schools. 2. Financial Information Requirements.

2.1 As an attachment to the signed agreement the Lead school will provide on their organisation letterhead the information at 2.2:

**2.2 Please confirm using the below checklist that you have included (on organisation letterhead) the following information. This should be returned with your signed collaborative agreement.**

*NOTE: unless the item is marked \* it MUST be provided*

Information to be provided by Lead school on organisation letterhead	Checklist
Lead school name in full and as per organisational letter head	<input type="checkbox"/>
Lead school address in full including post code	<input type="checkbox"/>
Alternative trading name (where used)	<input type="checkbox"/>
Company registration number	<input type="checkbox"/>
*Charity registration number if applicable	<input type="checkbox"/>
*VAT registration if applicable	<input type="checkbox"/>
Bank Name	<input type="checkbox"/>
Bank Address	<input type="checkbox"/>
Account Name	<input type="checkbox"/>
Sort Code	<input type="checkbox"/>
Account Number	<input type="checkbox"/>
Contact for Lead School Contract manager/Head- Email and phone number	<input type="checkbox"/>
Contact for lead school accounts dept – Email and phone number	<input type="checkbox"/>
Address for Invoices and Purchase order if different to above	<input type="checkbox"/>

Please provide the names and email addresses of the Lead School's designated person(s) for each of the categories below:

	Name	Email address

Finance (invoicing)		
Recruitment/HR matters		
Co-ordination of training delivery		

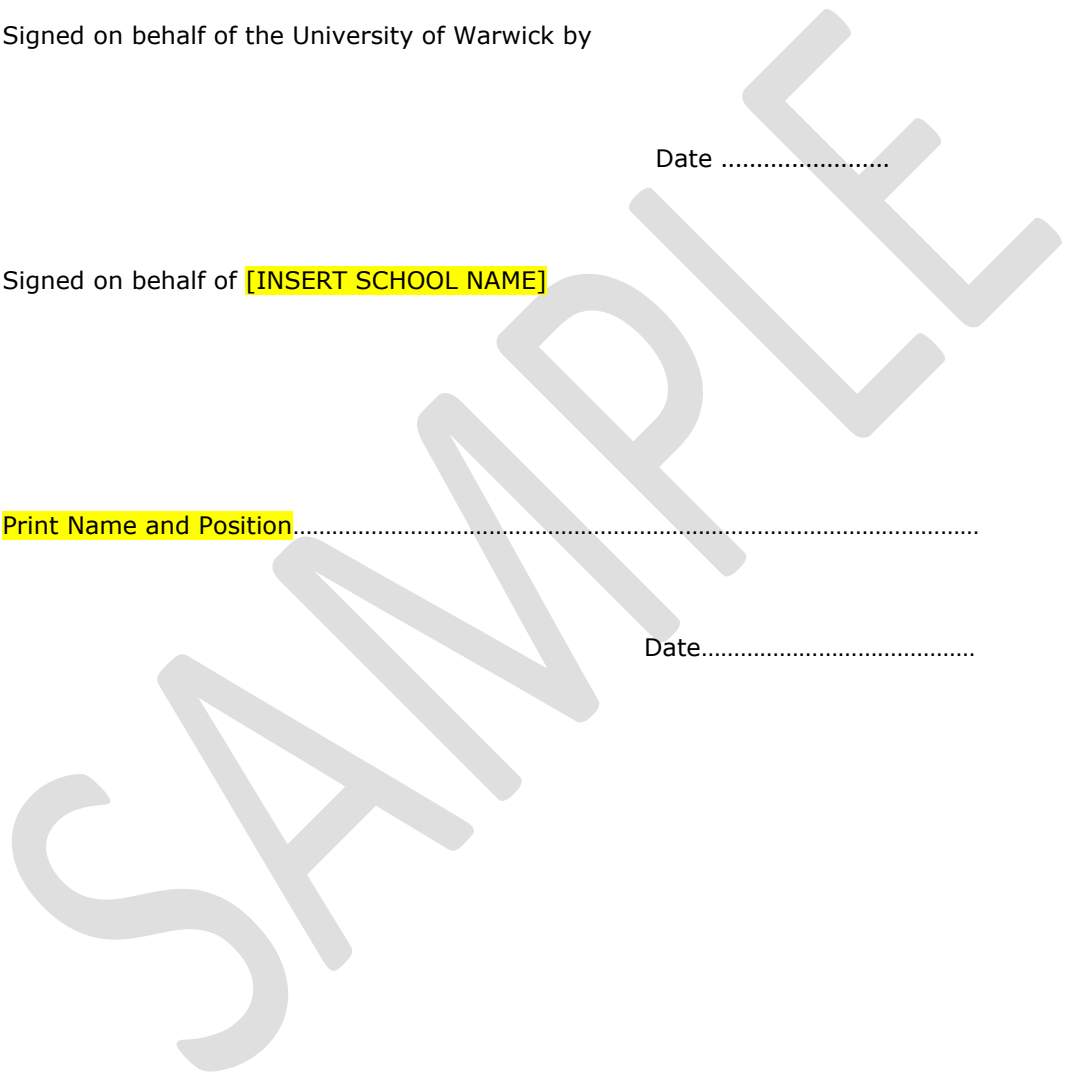
Signed on behalf of the University of Warwick by

Date .....

Signed on behalf of [INSERT SCHOOL NAME]

Print Name and Position.....

Date.....



### Appendix 1 - Data Protection Particulars

<b>The subject matter and duration of the Processing</b>	Initial teacher training; 3 years
<b>The nature and purpose of the Processing</b>	The collection of qualitative and quantitative data
<b>The type of Personal Data being Processed</b>	<p><b>Personal Data collected and processed by the University:</b></p> <p>Names; Gender; Date of Birth; Country of Domicile; Ethnicity; Home Address; Education, employment &amp; training history; Predicted results and qualifications or certificates; Details of Physical or mental conditions; Disability; Access or special requirements; reason for absence; record of absence; Suitability including DBS checks and FTP; course registration; enrolment status; Performance; Progression Information; Health Issues; Safeguarding; Course evaluation.</p> <p><b>Personal Data collected and processed by Lead School:</b></p> <p>Names; Gender; Date of Birth; Country of Domicile; Ethnicity; Home Address; Education, employment &amp; training history; Predicted results and qualifications or certificates; Details of Physical or mental conditions; Disability; Access or special requirements; reason for absence; record of absence; Suitability including DBS checks and FTP; course registration; enrolment status; Performance; Progression Information; Health Issues; Safeguarding; Course evaluation.</p>
<b>The categories of Data Subjects</b>	Applicants; trainee teachers; newly qualified teachers; alumni

## Appendix 2 - University of Warwick Wellbeing Support Services

### Support for different needs and disabilities – respective responsibilities in the delivery of school-based training to School Direct Trainees

Although applicants can be invited to do, both parties will be mindful that applicants are under no obligation or requirement to disclose disabilities or specific needs they may have at the point of interview and pre-offer. As part of the post-offer paperwork submitted to fulfil an applicant's conditions of offer, trainees are asked to disclose disabilities or requirements they have in order for the partnership to define and provide reasonable adjustments.

Whether disability information is disclosed to the School or to the University, explicit permission must be sought from the applicant to share the information with the other party in order to ensure effective reasonable adjustments are put in place.

Type of Disability	Responsibilities of the University	Responsibilities of the Lead School
ALL NEEDS AND DISABILITIES	<ul style="list-style-type: none"> <li>• Initial screening post applicant accepting offer</li> <li>• (if declared post-offer) Communication between applicant relevant schools and the University prior to enrolment to discuss support requirements</li> <li>• Referral for external diagnostic assessment (if needed) post applicant offer acceptance</li> <li>• Referral to <a href="#">DSA</a> (for home student only) for on campus academic support such as notetaking or BSL (as relevant)</li> <li>• Staff awareness (as appropriate)</li> </ul>	<ul style="list-style-type: none"> <li>• (if declared as part of application/interview) Communication between applicant, relevant schools and the University at offer stage to discuss support requirements</li> <li>• Staff awareness (as appropriate)</li> </ul>



<p><a href="#">Specific Learning Difficulties</a></p>	<ul style="list-style-type: none"> <li>• Reasonable adjustments such as flexibility with extensions, labels for consideration when marking, etc.</li> <li>• Assistive Technology, mind mapping and text to speech software available with a Warwick log in on campus via the Software centre</li> <li>• <a href="#">Library resources</a>, i.e. additional software and equipment available to use within the library, access to individual study rooms, etc.</li> <li>• Specialist study skills support</li> <li>• Online <a href="#">study skills resources</a></li> </ul>	
<p><a href="#">Visual Impairment</a></p>	<ul style="list-style-type: none"> <li>• Reasonable adjustments such as converting resources in preferred format (CTE), flexibility with extensions, labels for consideration when marking,</li> <li>• Accessibility of all teaching and learning resources</li> <li>• Physical accessibility and orientation training</li> <li>• Assistive Technology, i.e. text to speech software available with a Warwick log in on campus via the Software centre</li> <li>• <a href="#">Library resources</a>, i.e. additional software (screen readers, magnification software) and equipment available to use within the library, access to individual study rooms, etc.</li> <li>• <a href="#">Personal Evacuation Plan</a> (University)</li> </ul>	<p>Reasonable adjustments such as converting resources in preferred format (in school), in class support, etc.</p> <ul style="list-style-type: none"> <li>• Support assistant for placement (school)</li> <li>• Accessibility of all teaching and learning resources</li> <li>• Physical accessibility and orientation training</li> <li>• <a href="#">Personal Evacuation Plan</a> (School)</li> <li>• Other considerations such as facilities for guide dogs, classroom management</li> </ul>
<p><a href="#">Hearing Impairment</a></p>	<ul style="list-style-type: none"> <li>• Induction loops and/or portable induction equipment for use in lectures</li> <li>• Reasonable adjustments, flexibility with deadlines</li> <li>• BSL interpreters (when required)</li> <li>• Assistive Technology, i.e. mind mapping software available with a Warwick log in on campus via the Software centre</li> <li>• <a href="#">Library resources</a>, i.e. additional software and equipment (i.e.</li> </ul>	<ul style="list-style-type: none"> <li>• Induction loops and/or portable induction equipment for use in the classroom</li> <li>• Reasonable adjustments such as in class support etc.</li> <li>• <a href="#">Personal Evacuation Plan</a> (School)</li> <li>• Other considerations such as space adaptations to enable lip reading etc.</li> </ul>

	<p>portable induction loops) available to use within the library, access to individual study rooms, etc.</p> <ul style="list-style-type: none"> <li>• <a href="#">Personal Evacuation Plan</a> (University)</li> <li>• Staff awareness such as guidance on lip reading, BSL interpreters etc.</li> </ul>	
<a href="#">Physical disabilities /mobility impairment</a>	<ul style="list-style-type: none"> <li>• Physical accessibility, i.e. turning circle, toilet facilities, parking, break rooms, classrooms</li> <li>• Reasonable adjustments, flexibility with deadlines etc.</li> <li>• Assistive Technology, i.e. mind mapping and text to speech software available with a Warwick log in on campus via the Software centre</li> <li>• <a href="#">Library resources</a>, i.e. additional software and equipment available to use within the library, access to individual study rooms, etc.</li> </ul>	<ul style="list-style-type: none"> <li>• Physical accessibility, i.e. turning circle, toilet facilities, parking, break rooms, classrooms</li> <li>• Reasonable adjustments such as in class support etc.</li> <li>• <a href="#">Personal Evacuation Plan</a> (School)</li> </ul>
<a href="#">Mental Health</a>	<ul style="list-style-type: none"> <li>• Reasonable adjustments, flexibility with deadlines, rest breaks etc.</li> <li>• Assistive Technology, i.e. mind mapping and text to speech software available with a Warwick log in on campus via the Software centre</li> <li>• <a href="#">Library resources</a>, i.e. additional software and equipment available to use within the library, access to individual study rooms, etc.</li> <li>• Specialist Mentoring via the DSA</li> <li>• <a href="#">Wellbeing Support Services</a> offered on campus such as the daily brief consultation drop in 10.00-15.00 at Senate House</li> <li>• <a href="#">Masterclasses and Workshops</a></li> <li>• <a href="#">Self-help</a> resources</li> <li>• <a href="#">Counselling and Psychology Interventions Team</a></li> <li>• <a href="#">Email counselling</a></li> </ul>	<ul style="list-style-type: none"> <li>• Reasonable adjustments such as rest breaks etc.</li> </ul>

	<ul style="list-style-type: none"> <li>• <a href="#">Big White Wall</a></li> <li>• <a href="#">Emergency contacts</a></li> </ul>	
<a href="#">Autism Spectrum</a>	<ul style="list-style-type: none"> <li>• Reasonable adjustments, flexibility with deadlines, alternatives to group work, quiet space to work to avoid sensory overload etc.</li> <li>• Assistive Technology, i.e. mind mapping and text to speech software available with a Warwick log in on campus via the Software centre</li> <li>• <a href="#">Library resources</a>, i.e. additional software and equipment available to use within the library, access to individual study rooms, etc.</li> <li>• Specialist Mentoring via the DSA</li> <li>• <a href="#">Wellbeing Support Services</a> offered on campus such as the daily brief consultation drop in 10.00-15.00 at Senate House</li> <li>• <a href="#">Masterclasses and Workshops</a></li> <li>• <a href="#">Self-help</a> resources</li> <li>• <a href="#">Big White Wall</a></li> </ul>	
<a href="#">Long term medical conditions</a>	<ul style="list-style-type: none"> <li>• Physical accessibility, i.e. proximity of toilet facilities, parking, break rooms, classrooms</li> <li>• Reasonable adjustments, flexibility with deadlines, frequent breaks etc.</li> <li>• Assistive Technology, i.e. mind mapping and text to speech software available with a Warwick log in on campus via the Software centre</li> <li>• <a href="#">Library resources</a>, i.e. additional software and equipment available to use within the library, access to individual study rooms, etc.</li> <li>• <a href="#">Personal Evacuation Plan</a> (University)</li> </ul>	<ul style="list-style-type: none"> <li>• Physical accessibility, i.e. proximity of toilet facilities, parking, break rooms, classrooms</li> <li>• Reasonable adjustments such as frequent breaks etc.</li> <li>• <a href="#">Personal Evacuation Plan</a> (School)</li> <li>• First aid requirements</li> </ul>

	<ul style="list-style-type: none"> <li>• First aid requirements</li> </ul>	
<p>Other disabilities such as speech difficulties (eg. stammering or Tourette's)</p>	<ul style="list-style-type: none"> <li>• Reasonable adjustments, flexibility with deadlines, frequent breaks etc.</li> <li>• Assistive Technology, i.e. mind mapping and text to speech software available with a Warwick log in on campus via the Software centre</li> <li>• <a href="#">Library resources</a>, i.e. additional software and equipment available to use within the library, access to individual study rooms, etc.</li> </ul>	<ul style="list-style-type: none"> <li>• Reasonable adjustments such as frequent breaks etc.</li> <li>• Other considerations such as classroom management</li> </ul>

Note: For School Direct Salaried students, the employer school takes responsibility for meeting requirements of the individual in the workplace under all relevant employment legislation.

## **Appendix 3 – Trainee Suitability, DBS and vetting checks**

### **School Direct Trainee (unsalaried)**

CTE will issue the Lead School a vetting check form for each trainee who has undergone all the required checks and is deemed suitable to train to teach as per the CTE Safeguarding policy (found here: <https://warwick.ac.uk/fac/soc/cte/about/regulatory-compliance/> ).

In addition to this, CTE will issue a cover letter to the School Direct Lead School, providing written confirmation of the all the checks carried out to the University's satisfaction for candidates for whom we have issued a final vetting check.

### **Appendix 3a – Example Vetting Check Form**



Vetting Check  
example.pdf

### **Appendix 3b – Example Vetting Check Cover Letter**



Vetting check cover  
letter.pdf