

the Personal Data and unauthorised or unlawful disclosure of or access to the Personal Data

- (g) take all reasonable steps to ensure the reliability and integrity of any of its Personnel who have access to the Personal Data and ensure that its Personnel:
  - (i) are aware of and comply with their duties under this 0 (*Joint Controller Agreement*) and those in respect of Confidential Information
  - (ii) are informed of the confidential nature of the Personal Data, are subject to appropriate obligations of confidentiality and do not publish, disclose or divulge any of the Personal Data to any third party where the that Party would not be permitted to do so;
  - (iii) have undergone adequate training in the use, care, protection and handling of personal data as required by the applicable Data Protection Legislation;
- (h) ensure that it has in place Protective Measures as appropriate to protect against a Data Loss Event having taken account of the:
  - (i) nature of the data to be protected;
  - (ii) harm that might result from a Data Loss Event;
  - (iii) state of technological development; and
  - (iv) cost of implementing any measures.
- (i) ensure that it has the capability (whether technological or otherwise), to the extent required by Data Protection Legislation, to provide or correct or delete at the request of a Data Subject all the Personal Data relating to that Data Subject that the Supplier holds; and
- (j) ensure that it notifies the other Party as soon as it becomes aware of a Data Loss Event.

2.2 Each Joint Controller shall use its reasonable endeavours to assist the other Controller to comply with any obligations under applicable Data Protection Legislation and shall not perform its obligations under this Annex in such a way as to cause the other Joint Controller to breach any of its' obligations under applicable Data Protection Legislation to the extent it is aware, or ought reasonably to have been aware, that the same would be a breach of such obligations

### **3. Data Protection Breach**

- 3.1 Without prejudice to Paragraph .2, each Party shall notify the other Party promptly and without undue delay, and in any event within 48 hours, upon becoming aware of any Personal Data Breach or circumstances that are likely to give rise to a Personal Data Breach, providing the other Party and its advisors with:
- (a) sufficient information and in a timescale which allows the other Party to meet any obligations to report a Personal Data Breach under the Data Protection Legislation;
  - (b) all reasonable assistance, including:
    - (i) co-operation with the other Party and the Information Commissioner investigating the Personal Data Breach and its cause, containing and recovering the compromised Personal Data and compliance with the applicable guidance;
    - (ii) co-operation with the other Party including taking such reasonable steps as are directed by the Authority to assist in the investigation, mitigation and remediation of a Personal Data Breach;
    - (iii) co-ordination with the other Party regarding the management of public relations and public statements relating to the Personal Data Breach;
    - (iv) providing the other Party and to the extent instructed by the other Party to do so, and/or the Information Commissioner investigating the Personal Data Breach, with complete information relating to the Personal Data Breach, including, without limitation, the information set out in Paragraph .2.
- 3.2 Each Party shall take all steps to restore, re-constitute and/or reconstruct any Personal Data where it has lost, damaged, destroyed, altered or corrupted as a result of a Personal Data Breach as if it was that Party's own data at its own cost with all possible speed and shall provide the other Party with all reasonable assistance in respect of any such Personal Data Breach, including providing the other Party, as soon as possible and within 48 hours of the Personal Data Breach relating to the Personal Data Breach, in particular:
- (a) the nature of the Personal Data Breach;
  - (b) the nature of Personal Data affected;
  - (c) the categories and number of Data Subjects concerned;
  - (d) the name and contact details of the Supplier's Data Protection Officer or other relevant contact from whom more information may be obtained;

- (e) measures taken or proposed to be taken to address the Personal Data Breach; and
- (f) describe the likely consequences of the Personal Data Breach.

#### **4. Audit**

##### **4.1 The Supplier shall permit:**

- (a) the Authority, or a third-party auditor acting under the Authority's direction, to conduct, at the Authority's cost, data privacy and security audits, assessments and inspections concerning the Supplier's data security and privacy procedures relating to Personal Data, its compliance with this 0 and the Data Protection Legislation.
- (b) the Authority, or a third-party auditor acting under the Authority's direction, access to premises at which the Personal Data is accessible or at which it is able to inspect any relevant records, including the record maintained under Article 30 UK GDPR by the Supplier so far as relevant to the Agreement, and procedures, including premises under the control of any third party appointed by the Supplier to assist in the provision of the Services.

##### **4.2 The Authority may, in its sole discretion, require the Supplier to provide evidence of the Supplier's compliance with Paragraph .1 in lieu of conducting such an audit, assessment or inspection.**

#### **5. Impact Assessments**

##### **5.1 The Parties shall:**

- (a) provide all reasonable assistance to each other to prepare any Data Protection Impact Assessment as may be required (including provision of detailed information and assessments in relation to processing operations, risks and measures);
- (b) maintain full and complete records of all Processing carried out in respect of the Personal Data in connection with this Agreement, in accordance with the terms of Article 30 UK GDPR.

#### **6. ICO Guidance**

##### **6.1 The Parties agree to take account of any guidance issued by the Information Commissioner and/or any relevant Central Government Body. The Authority may on not less than thirty (30) Working Days' notice to the Supplier amend this Agreement to ensure that it complies with any guidance issued by the Information Commissioner and/or any relevant Central Government Body.**

#### **7. Liabilities for Data Protection Breach**

- 7.1 If financial penalties are imposed by the Information Commissioner on either the Authority or the Supplier for a Personal Data Breach ("**Financial Penalties**") then the following shall occur:
- (a) If in the view of the Information Commissioner, the Authority is responsible for the Personal Data Breach, in that it is caused as a result of the actions or inaction of the Authority, its employees, agents, contractors (other than the Supplier) or systems and procedures controlled by the Authority, then the Authority shall be responsible for the payment of such Financial Penalties. In this case, the Authority will conduct an internal audit and engage at its reasonable cost when necessary, an independent third party to conduct an audit of any such data incident. The Supplier shall provide to the Authority and its third party investigators and auditors, on request and at the Supplier's reasonable cost, full cooperation and access to conduct a thorough audit of such data incident;
  - (b) If in the view of the Information Commissioner, the Supplier is responsible for the Personal Data Breach, in that it is not a breach that the Authority is responsible for, then the Supplier shall be responsible for the payment of these Financial Penalties. The Supplier will provide to the Authority and its auditors, on request and at the Supplier's sole cost, full cooperation and access to conduct a thorough audit of such data incident.
  - (c) If no view as to responsibility is expressed by the Information Commissioner, then the Authority and the Supplier shall work together to investigate the relevant data incident and allocate responsibility for any Financial Penalties as outlined above, or by agreement to split any financial penalties equally if no responsibility for the Personal Data Breach can be apportioned. In the event that the Parties do not agree such apportionment then such Dispute shall be referred to the Dispute Resolution Procedure set out in Schedule 8.3 (*Dispute Resolution Procedure*).
- 7.2 If either the Authority or the Supplier is the defendant in a legal claim brought before a court of competent jurisdiction ("**Court**") by a third party in respect of a Personal Data Breach, then unless the Parties otherwise agree, the Party that is determined by the final decision of the court to be responsible for the Personal Data Breach shall be liable for the losses arising from such breach. Where both Parties are liable, the liability will be apportioned between the Parties in accordance with the decision of the Court.
- 7.3 In respect of any losses, cost claims or expenses incurred by either Party as a result of a Personal Data Breach (the "**Claim Losses**"):
- (a) if the Authority is responsible for the relevant breach, then the Authority shall be responsible for the Claim Losses;

- (b) if the Supplier is responsible for the relevant breach, then the Supplier shall be responsible for the Claim Losses: and
- (c) if responsibility is unclear, then the Authority and the Supplier shall be responsible for the Claim Losses equally.

7.4 Nothing in Paragraphs .2-.3 shall preclude the Authority and the Supplier reaching any other agreement, including by way of compromise with a third party complainant or claimant, as to the apportionment of financial responsibility for any Claim Losses as a result of a Personal Data Breach, having regard to all the circumstances of the breach and the legal and financial obligations of the Authority.

## **8. Termination**

8.1 If the Supplier is in material Default under any of its obligations under this 0 (*Joint Control Agreement*), the Authority shall be entitled to terminate this Agreement by issuing a Termination Notice to the Supplier in accordance with Clause 33 (*Termination Rights*).

## **9. Sub-Processing**

9.1 In respect of any Processing of Personal performed by a third party on behalf of a Party, that Party shall:

- (a) carry out adequate due diligence on such third party to ensure that it is capable of providing the level of protection for the Personal Data as is required by this Agreement, and provide evidence of such due diligence to the other Party where reasonably requested; and
- (b) ensure that a suitable agreement is in place with the third party as required under applicable Data Protection Legislation.

## **10. Data Retention**

10.1 The Parties agree to erase Personal Data from any computers, storage devices and storage media that are to be retained as soon as practicable after it has ceased to be necessary for them to retain such Personal Data under applicable Data Protection Legislation and their privacy policy (save to the extent (and for the limited period) that such information needs to be retained by a Party for statutory compliance purposes or as otherwise required by this Agreement), and taking all further actions as may be necessary to ensure its compliance with Data Protection Legislation and its privacy policy.

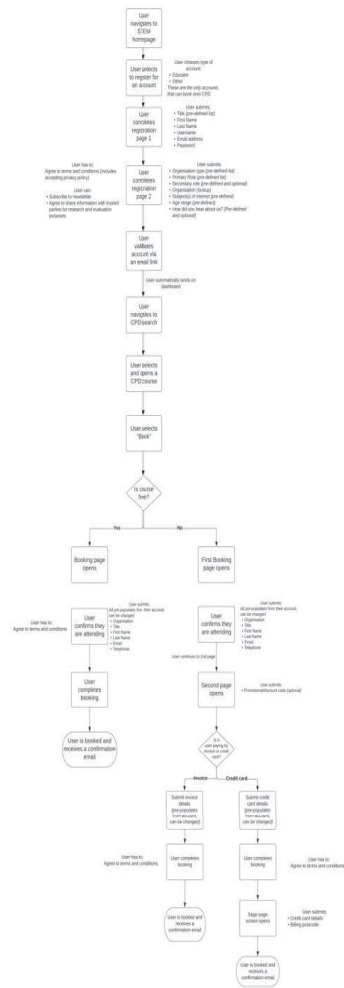
## **ANNEX 2: NOT USED**

## **ANNEX 3: NOT USED**

## **ANNEX 4: USER JOURNEYS**



	Who the Data Subject engages with		DfE	DfE/STEM	STEM/DfE	STEM
	Which parts of the process are applicable		(Participants who sign up and engage in DfE Science CPD only)	(Participants who sign up for DfE funded CPD and then engage with STEM Learning in a new capacity)	(Existing STEM Learning participants who then participate in DfE funded CPD)	(Participants who sign up for the STEM Learning account and do not engage with DfE funded activities)
During DfE Contract Delivery	<b>Sign up</b> Participants create a STEM Learning Account		✓	✓	✓	✓
	<b>Privacy Notice</b> STEM Learning Privacy Notice (contains a link to DfE Privacy Notice with reference to when that privacy notice applies)		✓	✓	✓	✓
	<b>DfE Engagement</b> Book DfE funded CPD		✓	✓	✓	✗
	<b>Engagement with STEM Learning</b> Engaged with STEM Learning offering/attending SL CPD		✗	✓	✓	✓
DfE contract end	<b>Notification</b> Send notification of account closure (include an offer to keep SL account active)		✓	N/A	N/A	N/A
	<b>Participant decision</b> Ask participant if they wish to keep account active following intended closure notification		YES	NO	N/A	N/A
	<b>Data sent to DfE</b>		✓	✓	✓	✗
	<b>Account closure</b>		✗	✓	✗	N/A
	<b>Historical CPD attendance</b> STEM Learning keep historical DfE CPD attendance within account for the benefit of participants / data subjects with active accounts being able to access their complete CPD journey.		✓	N/A	✓	N/A
	<b>SL retention of archived data</b> Copy of data retained for lawful purposes (e.g. audit)		N/A	✓	N/A	N/A



# **MODEL AGREEMENT FOR SERVICES SCHEDULES**

## **SCHEDULE 12**

### **ASSET REGISTER**

IPR Owner	Definition	Asset category	Asset (item)	Format	Details
DfE owned IPR	Authority Background IPRs	Planning and Reporting	Reporting data, finance reports, written reports, agendas, action logs	MS Excel, MS Word, pdf files	
DfE owned IPR	Authority Data	Planning and Reporting	Course development trackers	MS Excel Spreadsheets	
DfE owned IPR	Project Specific IPRs	Operational Management	Budget Spreadsheets	Excel Spreadsheet	
DfE owned IPR	Project Specific IPRs	Operational Management	Programme policies	Confluence	
DfE owned IPR	Project Specific IPRs	Contracts	SLP/SPN Contracts	PDF	
DfE owned IPR	Project Specific IPRs	Contracts	EIP Contracts	PDF	
DfE owned IPR	Project Specific IPRs	Contracts	CPD Content Development Contracts	PDF	
DfE owned IPR	Project Specific IPRs	Contracts	Recruitment and exit letters	File	
DfE owned IPR	Project Specific IPR	Network partners	Performance Management / KPI data	MS Excel	
DfE owned IPR	Project Specific IPRs	Network partners	Network contacts	MS Excel	
DfE owned IPR	Project Specific IPRs	Network partners	SLP Review Documents	MS word / pdf	
DfE owned IPR	Authority Data	Participant Data	STEM Learning attendance data	Excel	
DfE owned IPR	Authority Data	Participant Data	Booking system data	Excel	
DfE owned IPR	Project Specific IPRs	Evaluation and Research	Evaluation plans, data, and reporting	MS Excel, MS Word, PDF	
DfE owned IPR	Project Specific IPRs	Conferences & Events	Events resources	Word docs/pdf	
DfE owned IPR	Authority Data	Workshops / Regional Events / Advisory Boards	Minutes of advisory group	Word doc	
DfE owned IPR	Authority Data	Other data	SPN Partner schools list	Excel files	
DfE owned IPR	Authority Data	Other data	Teachers' personal data (SKPT)	Excel spreadsheet, online forms	
DfE owned IPR	Authority Data	Other data	School list	Excel files	
DfE owned IPR	Project Specific IPRs	Other data	School action plans	Excel files	
DfE owned IPR	Project Specific IPRs	Physical Media	Promotional Flyers	Physical	
DfE owned IPR	Project Specific IPRs	Digital Media	Stationery templates	MS Powerpoint, word, Confluence	
DfE owned IPR	Project Specific IPRs	Digital Media	Aedstra e-mail templates	HTML Templates	
DfE owned IPR	Project Specific IPRs	Digital Media	Flyers	PDF	
DfE owned IPR	Project Specific IPRs	Digital Media	Promotional videos	Mpeg	
DfE owned IPR	Project Specific IPRs	Print Assets	Leaflets and flyers (templates)	Various MS Office	
DfE owned IPR	Project Specific IPRs	Print Assets	CPD advertising flyer (with timetable) template	Various MS Office	
DfE owned IPR	Project Specific IPRs	Print Assets	Partner school recruitment flyer	Various MS Office	

STEM Learning owned IPR	Supplier Background IPRs	SLP Webpage	https://www.stem.org.uk/local-cpd	Online - webpage	
Other	Third Party Software	Software	Microsoft Dynamics	Software	
Other	Third Party Software	Software	Microsoft Power BI	Software	
DfE Owned IPR	Authority Data	Software	CPD evaluation data	MS Excel, Word, pdf.	
DfE Owned IPR	Third Party Software	Platforms	SKPT Electricity and Magnetism resources on OpenLearn	Webpage	
DfE Owned IPR	Third Party Software	Platforms	SKPT Energy resources on OpenLearn	Webpage	
DfE Owned IPR	Supplier Background IPRs	Platforms	website Inclusion project page	MS Powerpoint course materials, MS Word/ PDF facilitator guides & handouts as relevant to course	
DfE Owned IPR	Authority Background IPRs	Resources	Professional Development Experiences		
DfE Owned IPR	Authority Background IPRs	Resources	SKPT Electricity and Magnetism resources on OpenLearn	<a href="https://www.open.edu/openlearn/create/module/page/view.php?id=184412">https://www.open.edu/openlearn/create/module/page/view.php?id=184412</a>	
DfE Owned IPR	Authority Background IPRs	Resources	SKPT Energy resources on OpenLearn	<a href="https://www.open.edu/openlearn/create/module/page/view.php?id=184412">https://www.open.edu/openlearn/create/module/page/view.php?id=184412</a>	
STEM Learning owned IPR	Supplier Background IPRs	Resources	Online resources – e-library	Online	
STEM Learning owned IPR	Supplier Background IPRs	Community Groups	STEM Community groups	Online	

Owner	Definition	Explanation of definition	Type of asset	Transferable (If exclusive)
DfE owned IPR	Authority Background IPRs	(a)IPRs owned by the Authority before the Effective Date, including IPRs contained in any of the Authority's Know-How, documentation, processes and procedures; (b)IPRs created by the Authority independently of this Agreement; and/or (c)Crown Copyright which is not available to the Supplier otherwise than under this Agreement; but excluding IPRs owned by the Authority subsisting in the Authority Software;	Transferable Asset	
	Authority Data	(d)the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and which are: (i)supplied to the Supplier by or on behalf of the Authority; and/or (ii)which the Supplier is required to generate, process, store or transmit pursuant to this Agreement; or (e)any Personal Data for which the Authority is the Data Controller;	Exclusive asset	
STEM Learning owned IPR		the Authority Data together with any materials, documentation, information, programs and codes supplied by the Authority to the Supplier, the IPRs in which: (f)are owned or used by or on behalf of the Authority; and (g)are or may be used in connection with the provision or receipt of the Services, but excluding any Project Specific IPRs, Supplier Software, Third Party Software and Documentation relating to Supplier Software or Third Party Software;	Non-exclusive asset	Non-transferable asset
Other	Authority Materials	software which is owned by or licensed to the Authority (other than under or pursuant to this Agreement) and which is or will be used by the Supplier for the purposes of providing the Services;	Transferable contract	
	Authority Software	(a)Intellectual Property Rights in items created by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of this Agreement and updates and amendments of these items including (but not limited to) database schema; and/or (b)Intellectual Property Rights arising as a result of the performance of the Supplier's obligations under this Agreement;		
	Project Specific IPRs	but shall not include the Supplier Background IPRs; (a)Intellectual Property Rights owned by the Supplier before the Effective Date, for example those subsisting in the Supplier's standard development tools, program components or standard code used in computer programming or in physical or electronic media containing the Supplier's Know-How or generic business methodologies; and/or (b)Intellectual Property Rights created by the Supplier independently of this Agreement, which in each case is or will be used before or during the Term for designing, testing implementing or providing the Services but excluding Intellectual Property Rights owned by the Supplier subsisting in the Supplier Software;		
	Supplier Background IPRs	software which is proprietary to the Supplier (or an Affiliate of the Supplier) and which is or will be used by the Supplier for the purposes of providing the Services; including the software specified as such in Error! Reference source not found. (Software); software which is proprietary to any third party (other than an Affiliate of the Supplier) or any Open Source Software which in any case is, will be or is proposed to be used by the Supplier for the purposes of providing the Services, including the software specified as such in Error! Reference source not found. (Software);		
	Supplier Software			
	Third Party Software			