ORDER FORM

2022/23 Trust and School Improvement Offer Regional Delivery Resource

LOT 8 – London – Thornden School

FROM

	SECRETARY OF STATE FOR EDUCATION
Service address:	Department for Education. Sanctuary Buildings, Great Smith Street, Westminster, London, SW1P 3BT
Invoice address:	**<redacted.redacted>at <redacted>**
Authorised Representative:	**<redacted><redacted>** **<redacted>** E-mail: **<redacted><redacted>**
Order number:	To be quoted on all correspondence relating to this Order: TBC Please ensure the following reference is added to the invoice: **Cin_16161**
Order date:	TBC

TO

Contractor:	Thornden School Registered number - 136715
For the attention of: **E-mail:** **Telephone number:**	**<redacted><redacted>** **<redacted>** E-mail: **<redacted><redacted>**
Address:	Winchester Road, Chandler's Ford, Eastleigh, Hampshire, SO53 2DW
1. SERVICES REQUIREMENTS	
(1.1) Services required: The provision of services relating to the identification, matching, brokering and monitoring of system leader support for schools eligible for a new Trust and School Improvement Offer from September 2022.	

(1.2) Service Commencement Date:

September 2022

(1.3) Price payable by Authority and payment profile:

Monthly payments to vary and consist of:

- **fixed** monthly costs relating to communication requirements with RDD, monitoring of system leader support
- **variable** costs dependent on the number of schools contacted to seek confirmation of acceptance of support
- **variable** costs dependent on the number of system leaders matched in the month

1. Payment Profile

Month payment relates to	Date to receive invoice evidence	Fixed monthly cost element	Variable costs – based on reported and verified activity*	Price exc. VAT (£) = Fixed plus variable cost VAT applicable – Y/N
Sept 22	TBA	**<redacted>**	**<redacted>**	**<redacted>**
Oct 22	TBA	**<redacted>**	**<redacted>**	**<redacted>**
Nov 22	TBA	**<redacted>**	**<redacted>**	**<redacted>**
Dec 22	TBA	**<redacted>**	**<redacted>**	**<redacted>**
Jan 23	TBA	**<redacted>**	**<redacted>**	**<redacted>**
Feb 23	TBA	**<redacted>**	**<redacted>**	**<redacted>**
Mar 23	TBA	**<redacted>**	**<redacted>**	**<redacted>**
April 23	TBA	**<redacted>**	**<redacted>**	**<redacted>**
May 23	TBA	**<redacted>**	**<redacted>**	**<redacted>**
June 23	TBA	**<redacted>**	**<redacted>**	**<redacted>**
July 23	TBA	**<redacted>**	**<redacted>**	**<redacted>**
Aug 23	TBA	**<redacted>**	**<redacted>**	**<redacted>**
TOTAL		**<redacted>**		

*Variable Costs

Variable unit costs	**Contacting eligible schools**	**<redacted>**
	Matching system leaders	**<redacted>**

2. Invoices shall be prepared by the Contractor monthly in line with values set out in the Table plus variable costs based on activity levels.

3. The Department shall accept and process for payment an electronic invoice submitted for payment by the Contractor where the invoice is undisputed and where it complies with the standard on electronic invoicing. For the purposes of this paragraph, an electronic invoice complies with the standard on electronic invoicing where it complies with the European standard and any of the syntaxes published in Commission Implementing Decision (EU) 2017/1870.

4. The completed weekly reporting template should be submitted with the invoice template as evidence of the costs submitted for payment. This should be sent to **<redacted>/ <redacted>**for approval by the dates listed in paragraph 1. **<redacted><redacted>**will review and approve these. Upon receipt of approval please submit an invoice monthly, electronically by email to accountspayable.OCR@education.gov.uk, copying in **<redacted><redacted>**, quoting the Contract reference number. To request a statement, please email accountspayable.BC@education.gov.uk, quoting the Contract reference number. The Department undertakes to pay correctly submitted invoices within 5 days of receipt. The Department is obliged to pay invoices within 30 days of receipt from the day of physical or electronic arrival at the nominated address of the Department. Any correctly submitted invoices that are not paid within 30 days will be subject to the provisions of the Late Payment of Commercial Debt (Interest) Act 1998. A correct invoice is one that: is delivered in timing in accordance with the contract; is for the correct sum; in respect of goods/services supplied or delivered to the required quality (or are expected to be at the required quality); includes the date, supplier name, contact details and bank details; quotes the relevant purchase order/contract reference and has been delivered to the nominated address. If any problems arise, contact the Department's Contract Manager. The Department aims to reply to complaints within 10 working days. The Department shall not be responsible for any delay in payment caused by incomplete or illegible invoices.

5. If this Contract is terminated by the Department due to the Contractors insolvency or default at any time before completion of the Service, the Department shall only be liable under paragraph 1 to reimburse eligible payments made by, or due to, the Contractor before the date of termination.

6. On completion of the Service or on termination of this Contract, the Contractor shall promptly draw-up a final invoice, which shall cover all outstanding expenditure incurred for the Service. The final invoice shall be submitted not later than 30 days after the date of completion of the Service.

7. The Department shall not be obliged to pay the final invoice until the Contractor has carried out all the elements of the Service specified as in Appendix 1.

8. It shall be the responsibility of the Contractor to ensure that the final invoice covers all outstanding expenditure for which reimbursement may be claimed.

Provided that all previous invoices have been duly paid, on due payment of the final invoice by the Department all amounts due to be reimbursed under this Contract shall be deemed to have been paid and the Department shall have no further liability to make reimbursement of any kind.

(1.4) Completion date (including any extension period or periods):

31 August 2023 (31 August 2024)

2 MINI-COMPETITION ORDER: ADDITIONAL REQUIREMENTS

(2.1) Supplemental requirements in addition to Call-off Terms:

N/A

(2.2) Variations to Call-off Terms:

N/A

3. PERFORMANCE OF THE SERVICES AND DELIVERABLES

(3.1) Name of the Professional who will deliver the Services:

Regional team member name	**Organisation**	**Email Address**
<redacted>	HISP MAT	**<redacted><redacted>**
<redacted>	HISP MAT	**<redacted><redacted>**

(3.2) Performance standards:

See Appendix 1

(3.3) Location(s) at which the Services are to be provided:

See Appendix 1

(3.4) Quality standards: See Appendix 1
(3.5) Contract monitoring arrangements: See Appendix 1
(3.6) Management information and meetings See Appendix 1
4. CONFIDENTIAL INFORMATION
(4.1) The following information shall be deemed Confidential Information: N/A **(4.2) Duration that the information shall be deemed Confidential Information:** N/A

BY ACCEPTING THIS ORDER IN JAGGAER THE CONTRACTOR AGREES to enter a legally binding contract with the Authority to provide to the Authority the Services specified in this Order Form (together with the mini-competition order (additional requirements) set out in section 2 of this Order Form) incorporating the rights and obligations in the Call-off Terms set entered into by the Contractor and the Authority.

Authorised to sign for and on behalf of the Secretary of State for Education	**Authorised to sign for and on behalf of Thornden School**
Signature **<redacted>**	Signature **<redacted>**
Name in CAPITALS **<redacted>**	**<redacted>**
Position in Organisation Commercial Category Lead	Acting CEO
Address in full	HISP MAT, Winchester Road, Chandler's Ford, Eastleigh, Hampshire, SO53 2DW

Date Oct 3, 2022	Date Sep 28, 2022

Appendix 1:

Specification of Services

RFQ 22 23 TSIO RDP (7).docx

Appendix 2

Tender Response

<redacted>

Appendix 3:

Processing, Personal Data and Data Subjects

This Schedule shall be completed by the Controller, who may take account of the view of the Processors, however the final decision as to the content of this Schedule shall be with the Controller at its absolute discretion.

1. The contact details of the Controller's Data Protection Officer are: **<redacted><redacted>**
2. The contact details of the Processor's Data Protection Officer are: **<redacted><redacted>**
3. The Processor shall comply with any further written instructions with respect to processing by the Controller.
4. Any such further instructions shall be incorporated into this Schedule.

Description	**Details**
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Contractor is the Processor in accordance with the DPS Call-off terms.
Subject matter of the processing	The processor is contracted by the department to undertake the matching of system leaders including National Leaders of Education and Multi-academy Trust CEOs to trusts and schools to deliver the Trust and School Improvement Offer in the 2022/23 Academic Year. The department recognises that in order to deliver this contract, the contractor and sub-contractors require access to a list of, and the contact data for a) designated system leaders and b) contact data on individuals at schools which may want to accept the offer of support and contextual information about their school, thereby allowing Thornden School to organise effective system-led leadership.
Duration of the processing	September 2022 – 31 August 2023 (31 August 2024)

Nature and purposes of the processing	Nature of processing – collection, recording, storage, use and dissemination to DfE if required. As per the data sharing agreement in place with the processor, the processor should only use these data to maintain a list of leaders who could offer support and to carry out the following functions as required in delivery of this commission: • Communication • Brokering engagement of school and system leaders • Monitoring delivery of the Trust and School Improvement offer by the system leaders matched to provide support
Type of Personal Data	First name, surname, email address, school name, response to designation survey (do they wish to be deployed or not)
Categories of Data Subject	CEOs, Headteachers and staff of schools and trusts including system leaders and schools/trust eligible for the Trust and School Improvement Offer.
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	The data will be retained for the duration of the contract and destroyed at the end of the contract term.

APPENDIX 4

Data Sharing Agreement (DSA) for the sharing of personal data

between

Department for Education ("Controller")

and Thornden School ("Processor")

In Respect of the Exchange

Of Information

Contents

1. Introduction

1.1 Background

The Department for Education designates strong school leaders ('system leaders') who play a key role in the delivery of the departments trust and school improvement support offer. The department recognises that to effectively deliver this support, it must have in place in the region personnel that can broker support between schools, facilitate the deployment of system leaders into schools that require their support and monitor the delivery of this support. The department has contracted with suppliers in the region to deliver this role and recognises that to do so they require access to a list of, and the contact data for a) designated system leaders and b) contact data on individuals at schools and trusts which may want to accept support interventions and contextual information about their school.

1.2 Participant Contact details

Data controller- **Department for Education**	**Data processor-** Thornden School
<redacted><redacted> Deputy Director-School Improvement System Leadership Division Piccadilly Gate, Store Street Manchester, M23WD	**<redacted><redacted>** Acting CEO HISP MAT Winchester Road Chandler's Ford Eastleigh Hampshire SO53 2DW

2. Monitoring and Review

2.1 This agreement will commence 1 September 2022
2.2 The agreement will be reviewed 31 July 2023.
2.3 The agreement will be reviewed by both controller and processor on a quarterly basis to confirm (in writing by emailing) that both parties are satisfied the agreement remains fit for purpose

3. Purpose

3.1 Permitted uses of the data

The controller (Department for Education) shares the name and contact information (email) of designated National Leaders of Education (NLE) and sponsor multi-academy trust (MAT) CEOs with the processor (Thornden School) to allow the contractor, in its designated role, to deliver the matching of system leaders to support eligible schools in the department's Trust and

School Improvement Offer ('TSIO') and to monitor the delivery of this support. The processor only uses these data to maintain a list of leaders who could offer support and to carry out the following functions:

- communication
- brokering engagement of school and system leaders
- network building
- act as a contact point during delivery of the offer and resolution of issues
- monitoring delivery of the offer

Personal data is required in this case as the individual must be identifiable and contactable to deliver their designated system leader role as a National Leader of Education or in their role as a MAT CEO of a sponsor academy trust. Upon receipt of the data, the processor can maintain a list of individuals who could provide system leader support to schools and trusts and where appropriate, contact them for the purposes outlined in the acceptable uses of the data above. In the absence of this data sharing, the contractor representatives would have no current accurate list of system leaders and would be limited in their ability to select the best leaders to support the delivery of the department's Trust and School Improvement Offer.

Designation as a system leader elevates the individual to a degree of prominence within the education landscape. There is therefore an expectation that the individual will be contacted by a range of stakeholders involved with the school system. The department also informs leaders upon their designation that their data will be shared with relevant processors to support the delivery of their role (ie so they may be contacted to engage in targeted intervention in schools).

The controller also shares the name and contact information (email and phone number) for representatives of eligible schools under specific school improvement initiatives. The controller collects this information from the relevant local authority/diocese/MAT. The controller shares this information to support the processor in contacting schools and brokering support.

The processor confirms they will use the data solely for the permitted uses noted here and will not retain or process the data for any other purposes. The processor further acknowledges that they should not use the data for a purpose other than that defined here, the controller reserves the right to review such incidents on a case-by-case basis and take considered and appropriate actions according to the severity and consequences of the improper use of the data. Action may include, but not be restricted to, termination of this agreement.

4. Legal basis for sharing / processing data

Organisations are legally obliged to handle personal information according to the requirements of the GDPR, the Data Protection Act (DPA) 2018 and the Human Rights Act (HRA) 1998, along with any other relevant legislation.

4.1 Lawful Conditions for sharing / processing data

The legal powers for processing and sharing of personal data are provided under the Data Protection Act 2018 (DPA) and General Data Protection Regulation (EU) 2016/679 (GDPR).

Art 6 (1) (e) GDPR provides for processing of personal data that is necessary for the performance of a task carried out in the public interest or in the exercise of the controller's official authority including under:

Section 8 (d) DPA 2018- the exercise of a function of the Crown, a Minister of the Crown or a government department.

The legal limitations and prohibitions are provided by way of exemptions in Article 23 GDPR, and Schedule 2 of DPA 2018.

4.2 The right to respect for private and family life

No information that relates to a person's private or family life is to be shared under this agreement.

4.3 Privacy Notices

The controller has a publicly available privacy notice for system leaders which are data subjects under this agreement https://www.gov.uk/government/publications/system-leadership-designations-privacy-notice/system-leadership-designations-privacy-notice

The system leader data subjects whose information are being shared therefore should expect such processing as set out in these privacy notices.

Any contact information and names for school/trust leaders collected in the engagement of local authorities/diocese/MATs in the TSIO, which are data subjects under this agreement, will be covered by the DfE privacy notice https://www.gov.uk/government/organisations/department-for-education/about/personal-information-charter)

5 Data Handling

5.1 Process / Systems used for sharing data

The following data sharing activities are covered by this agreement.

5.1.1 The controller (Department for Education) will supply the processor (Contractor's Name) with access to a restricted Microsoft Teams site which will contain a file (the TSIO tracker) with the following information -

- all designated NLE, including their associated school and their email address. The controller will supply this information in the form of an Excel spreadsheet.
- a list of all schools eligible for the current Trust and School Improvement Offer and any contact information (email address) available for leaders at these organisations.
- contact information (email address/mobile phone number) and names for any MAT CEOs the department would like to deploy to provide support to eligible schools/trusts

5.2 Accuracy of the Shared Data

The controller will update the TSIO tracker monthly with newly eligible schools and the current details held for NLEs and guarantee that the list is accurate at time of provision. The TSIO tracker is a live document that is edited in real time. The controller endeavours to provide accurate contact details for individuals at schools eligible for support though cannot guarantee complete accuracy.

The processor agrees that they will use the live version of the data in the Microsoft Teams site as the most recent information when carrying out processing activities defined under this agreement.

5.3 Assurance of compliance

DfE works on the premise that any request to use personal level data is only progressed if it has a legal basis and is compliant with data protection legislation.

Both parties agree it is in the interest of both parties for each to comply with data protection legislation to both protect the rights of individuals and to avoid reputational, commercial or other risks associated with any perceived processing of data under this agreement that does not comply with the provisions of data protection legislation. Each party therefore confirms that its processes, systems and personnel, including but not limited to employees, agents and contractors regardless of their access to the data covered in this agreement, are compliant with and observe the provisions of data protection legislation so far as the provisions apply to processing conducted under this agreement. The processor further agrees that data includes, and shall be treated as, personally identifiable data regardless of whether the processor considers there is a risk of any individual being identified from that data.

Both parties further agree it is in the interest of both parties to have a high degree of confidence in the other party's compliance with data protection legislation. The processor therefore agrees to fully comply with and assist with any requests from the controller for evidence that confirms the processor's activities comply with data protection legislation so far as the provisions apply to processing conducted under this agreement.

5.4 Third Party disclosure

The data controller acknowledges that the data processor, as part of their functions in delivering their role on behalf of the department, regularly makes available information from the TSIO tracker to specified third parties who form part of their regional delivery teams.

The processor confirms and will confirm prior to sharing any of the controller's data with the third party, that all third parties it shares the controller's data with will abide by the terms of this data sharing agreement and will sign the information sharing agreement statement provided in Annex A in this document. The processor will also ensure that, to meet departmental policy, they will only share data with persons with a valid Disclosure and Barring Service certificate.

The processor also confirms the third parties will:

- comply with the provisions of data protection legislation so far as the provisions apply to processing conducted under this agreement.
- treat the data as personally identifiable data regardless of whether the processor or third party considers there is a risk of any individual being identified from that data.
- use the data solely for the permitted as noted in section 3.1 of this agreement and will not retain or process the data for any other purposes
- have robust systems and processes in place to guard against data breaches, and that these systems and process address the issues of:
    - physical and site-specific security (including access to the location and system on which these data are stored)
    - security awareness and training (including that they have had appropriate training on how to handle personal data and that the data will only be held on the UK mainland)
    - security management systems development (including that they have considered the risks of processing personal data and that they can evidence an audit trail of usage of this data if requested by the controller)
    - systems specific security policies (including consideration that these departmental data must not be exported from a technical environment (e.g. printed), nor written to any removable media and can only be received from the processor via encrypted means)
- meet all relevant guidelines for holding and processing personal data. That the controller's data will be held in strict confidence on secure systems in line with legislative obligations for storing official data and be fully compliant with data protection legislation. That the data will be held in a technical environment used for the purposes and activities for which the controller supplies these data, and have in place appropriate security procedures and solutions to ensure the controller's data is

sufficiently protected against unlawful or unauthorised processing or data breaches in that you ensure:

  - all systems where they process the controller's data are running the latest version of supported software and are regularly updated and patched according to the vendor's standards
  - if the system can be accessed remotely, that there are sufficient restrictions in place to ensure only the specified third party can access the controller's data via such remote connections
  - appropriate firewalls and or other security mechanisms (e.g. software, passwords, encryption) are in place to prevent undesired access to the system and data

- not copy, transfer or permit the transfer of the controller's data to any additional party without the prior written approval of the controller
- follow the same retention and destruction schedules agreed to by the processor in sections 5.7 and 5.8 of this agreement
- follow the same process for reporting security incidents/data breaches agreed to by the processor in section 6
- declare any personal or business interest which may, or may be perceived (by a reasonable member of the public) to, influence their judgement in performing their role of working with, or on behalf of, the Thornden School.

The processor also agrees, and confirms that it can evidence upon a request from the controller, that it will:

- ensure all third parties have been made aware of, and have acknowledged their awareness in writing, their obligations under this agreement, and have signed the information sharing agreement statement produced as an annex to this document prior to sharing the controller's data with that third party
- supply a register of those individuals it shares the controller's data with on a quarterly basis to the controller. The list will include the third party's full name, email address and the details of their role and why they require this data from the processor. The register shall take the form as provided in an annex to this document

5.5 Handling Subject Access Requests (SAR)

Both parties agree that the responsibility of responding to SARs arising through activity noted in this agreement rests with the controller. The processor agrees to ensure any SARs arising through activity noted within this agreement will be passed to the controller within two working days of receipt. These include any instances where an SAR arises due to the sharing of the controller's data with a third party for the purposes noted in section 5.4. The processor also agrees to assist the controller in complying with any SARs arising through activity noted within this agreement.

5.6 Handling Freedom of Information Act (FoIA) Requests

Both parties agree that the responsibility of responding to FOI requests arising through activity noted in this agreement rests with the controller. The processor agrees to ensure any FOI requests arising through activity noted within this agreement will be passed to the controller within two working days of receipt. These include any instances where an FOI arises due to the sharing of the controller's data with a third party for the purposes noted in section 5.4. The processor also agrees to assist the controller in complying with any FOIs arising through activity noted within this agreement.

5.7 Data Storage

Upon receipt of data from the controller, the processor agrees to store this data within a secure system that meets all relevant guidelines for holding and processing personal data. The processor confirms the system for holding and processing the controller's data will be in line with legislative obligations for storing official data and be fully compliant with data protection legislation. The processor shall ensure that the controller's data are held in strict confidence, only hold the data in a technical environment used solely for the purposes and activities for which the controller supplies these data, that appropriate technical and organisations information security and processing procedures are established and maintained to ensure the controller's data is sufficiently protected against any unlawful or unauthorised processing.

The processor will delete all data received under this agreement by the end of the agreement following procedures noted in 5.8 and 5.9 below.

The data will receive a protective marking of "Official-Sensitive".

5.8 Retention Schedule

Regarding the TSIO Tracker, the document is a live editable document and copies should not be needed in the first instance. The controller is aware that on occasion the processor needs to take copies of the Tracker as part of their work (e.g. where technical difficulties prevent the addition of data to the spreadsheet/ tracker). Where this occurs, the processor will retain this copy for no more than two weeks after the copy of the spreadsheet was taken, after which the data will be destroyed.

5.9 Destruction Schedule

The processor agrees to delete any copies of the tracker taken as part of their work (eg where technical difficulties prevent the addition of data to the spreadsheet/tracker) no more than two weeks after the copy was taken.

The processor agrees to delete all data it received under this agreement within one month of this agreement being formally ended.

The processor agrees that when deleting data, the data will be deleted completely from their systems, including from any archive systems and online

recycle stores and or if any copies (paper or otherwise) have been made, that they are securely destroyed in line with this agreement.

6 Security/data Breaches

A security/data breach is a situation where the rules on handling and protecting information or equipment have been broken and results in the loss or unauthorised access to confidential information or theft of equipment, by either of the aforementioned organisations.

Examples of serious security/data breaches include (but are not limited to):

- accidental loss or damage to information either physically or by means of malicious software/hacking;
- deliberate disclosure of information to a person unauthorised to receive the information;
- emailing classified/sensitive information to personal email accounts;
- leaving classified/sensitive papers in a unsecure or publicly accessible area;
- using social networking sites to publish information which may bring either Participant's organisations into disrepute.

6.1 Security/data breach incidents

The designated points of contact (*provided in Section 1.1 of this agreement*) are responsible for notifying the other Participant in writing in the event of loss or unauthorised disclosures of information within 24 hours of the event.

The designated points of contact will discuss and agree the next steps relating to the incident, taking specialist advice where appropriate. Such arrangements will include (but will not be limited to) containment of the incident and mitigation of any ongoing risk, recovery of the information, and assessing whether the DPO / Information Commissioner and/or the data subjects will be notified. The arrangements may vary in each case, depending on the sensitivity of the information and the nature of the loss or unauthorised disclosure.

Where appropriate and if relevant to the incident, disciplinary misconduct action and/or criminal proceedings will be considered.

6.2 Consequences of security/data breach incident

The processor acknowledges that should a security incident or data breach occur due to their processing of data following its receipt from the controller, the controller reserves the right to review such incidents on a case-by-case basis and take considered and appropriate actions according to the severity and consequences of the breach. Action may include, but not be restricted to, termination of this agreement.

7 Issues, disputes and resolution between participants

7.1 Resolving disputes

Any issues or disputes that arise as a result of the data exchange covered by this DSA must be directed to the relevant contact points listed in Annex B / section 1.1 in this agreement. Each Participant will be responsible for escalating the issue as necessary within their given commands and organisations.

Where a problem arises it should be reported as soon as possible. Should the problem be of an urgent nature, it must be reported by phone immediately to the designated business as usual contact (listed in Annex B/ section 1.2 of this agreement) and followed up in writing the same day. If the problem is not of an urgent nature it can be reported in writing within 24 hours of the problem occurring.

8 Termination

8.1 *What are the conditions for terminating this data sharing agreement?*

Both Participants to this DSA reserve the right to terminate this DSA with three months' notice in the following circumstances:

- by reason of cost, resources or other factors beyond the control of Contractor's Name
- if any material change occurs which, in the opinion of the DfE and Contractor's Name following negotiation significantly impairs the value of the data sharing arrangement in meeting their respective objectives.

Where the data sharing relates to a one-off exchange, the DSA will terminate upon completion of the exercise.

In the event of a significant security breach or other serious breach of the terms of this DSA by either Participant the DSA will be terminated or suspended immediately without notice.

Annex A: Information sharing agreement statement - for dissemination to third parties involved in this data sharing

Information sharing agreement statement regarding the receipt and processing of Department for Education data from

Background

The Department for Education designates strong school leaders ('system leaders') who play a key role in the delivery of the departments Trust and School Improvement Offer (TSIO). The department recognises that to effectively deliver this support, it must have in place in the region personnel that can broker support between schools, facilitate the deployment of system leaders into schools that require their support and monitor the delivery of this support. The department has contracted with suppliers in the region to deliver this role and recognises that to do so they require access to a list of, and the contact data for a) designated system leaders and b) contact data on individuals at schools and trusts which may want to accept support interventions and contextual information about their school.

The DfE shares personal information on designated system leaders and the representatives of specific schools with regional contractors to support the delivery of their work. For the purposes of data protection legislation, the DfE is the 'data controller' and Contractor's Name is the 'data processor'. I may share this data with named third parties where that Contractor's Name in their sound judgement, believes the third party can support the delivery of the work.

The information here provides an agreement for the processing of personal data that Contractor's Name shares with third parties working on their behalf. As such a third party, this agreement helps you understand the purpose for data sharing and the conditions for your use of these data.

Please familiarise yourself with this agreement, sign and date it. A condition of you receiving and processing data noted in this agreement is that you confirm to Contractor's Name that you:

- fully understand the information contained within this agreement and agree to follow the data protection obligations outlined within it
- acknowledge it is your responsibility to clarify any points you are uncertain of
- agree to the processes and requirements for data processing
- have a valid Disclosure and Barring Service certificate

The purpose of this information sharing

The data controller shares the name, contact information (email) and their associated school/trust, of designated system leaders with Contractor's Name to allow them to deliver their contracted role in the TSIO. The processor only uses these data to maintain a list of leaders who could offer support and to carry out the following functions:

- communication
- brokering engagement of school and system leaders
- network building
- act as a contact point during delivery of the offer and resolution of issues
- monitoring delivery of the offer

Procedures in relation to the processing of data supplied in the course of this data sharing

The data processor will nominate you to be given access to a restricted Microsoft Teams site managed by the department to facilitate the delivery of the TSIO. Within this site will sit a TSIO tracker in the form of an Excel spreadsheet containing the following data -

- all designated NLE, including their associated school and their email address. The controller will supply this information in the form of an Excel spreadsheet.
- a list of all schools eligible for the current Trust and School Improvement Offer and any contact details available for leaders at these organisations.
- contact details and names for any MAT CEOs the department would like to deploy to provide support to eligible schools/trusts

You will only use these data at the direction of the processor, and only where such processing follows one of the permitted uses noted in this agreement. The controller will update the TSIO tracker monthly with newly eligible schools and the current details held for NLEs and guarantee that the list is accurate at time of provision. The TSIO tracker is a live document that is edited in real time. The controller endeavours to provide accurate contact details for individuals at schools eligible for support though cannot guarantee complete accuracy.

The processor agrees that they will use the live version of the data in the Microsoft Teams site as the most recent information when carrying out processing activities defined under this agreement.

You shall ensure that the data are held in strict confidence and used solely for the purposes and activities for which the controller supplies these data, that appropriate technical and organisations information security and processing procedures are established and maintained to ensure the controller's data is sufficiently protected against any unlawful or unauthorised processing.

The data will receive a protective marking of "Official-Sensitive".

You shall fully co-operate with the controller and processer to ensure compliance with data protection legislation in respect of data you receive. You shall notify both the processor and controller upon receiving and shall assist the controller in complying with and responding to, subject access requests, freedom of information requests, questions about accuracy, disagreements and/or complaints you receive arising in relation to data sharing activity

discussed in this agreement within two working days of receipt of the request/complaint. You also agree to notify both the processor and controller, within two working days of receipt, if you receive an information notice, or any other notice (eg de-registration, enforcement, transfer prohibition), served by the Information Commissioner, or you are the subject of a data breach, or alleged data breach, irrespective of whether the notice and/or breach arose in relation to data sharing activity discussed in this agreement. You also agree to notify both the processor and controller in writing in the event of loss or unauthorised disclosures of information and/or data breach within 24 hours of the event.

Assurance of compliance

It is in the interest of all parties involved in this data sharing to comply with data protection legislation. By receiving the controller's data from the processor, you therefore confirm that you:

- comply with the provisions of data protection legislation so far as the provisions apply to processing specified in this document
- will treat the data as personally identifiable data regardless of whether you or the processor consider there is a risk of any individual being identified from that data
- will use the data solely for the permitted uses noted in this agreement and will not retain or process the data for any other purposes.
- acknowledge that should you use the data for a purpose other than permitted in this agreement, the controller reserves the right to review such incidents on a case-by-case basis and take considered and appropriate actions according to the severity and consequences of the improper use of the data. Action may include, but not be restricted to, termination of this agreement
- have robust systems and processes in place to address the issues of
    - physical and site-specific security (including access to the location and system on which these data are stored)
    - security awareness and training (including that you have had appropriate training on how to handle personal data and that the data will only be held on the UK mainland)
    - security management systems development (including that you have considered the risks of processing personal data and that you can evidence an audit trail of your usage of this data if requested by the controller)
    - and systems specific security policies (including consideration that these departmental data must not be exported from a technical environment (eg printed), nor written to any removable media and can only be received from the processor via encrypted means)
- acknowledge that should a security incident/data breach occur due to your use of data following its receipt from the processor, the controller reserves the right to review such incidents on a case-by-case basis and take considered and appropriate actions according to the severity

and consequences of the breach. Action may include, but not be restricted to, termination of the agreement between the controller and processor.

- meet all relevant guidelines for holding and processing personal data. That the controller's data will be held in strict confidence on secure systems in line with legislative obligations for storing official data and be fully compliant with data protection legislation. That the data will be held in a technical environment used for the purposes and activities for which the controller supplies these data, and have in place appropriate security procedures and solutions to ensure the controller's data is sufficiently protected against unlawful or unauthorised processing or data breaches in that you ensure:
    - all systems where you process the controller's data are running the latest version of supported software and are regularly updated and patched according to the vendor's standards
    - if the system can be accessed remotely, that there are sufficient restrictions in place to ensure only you can access the controller's data via such remote connections
    - appropriate firewalls and or other security mechanisms (eg software, passwords, encryption) are in place to prevent undesired access to the system and data
- shall not copy, transfer or permit the transfer of the controller's data to any additional party without the prior written approval of the controller
- will declare any personal or business interest which may or may be perceived (by a reasonable member of the public) to, influence your judgement in performing your role of working with the Contractor's Name.

It is also in the interest of all parties involved in this data sharing to have a high degree of confidence in the other party's compliance with data protection legislation. You therefore also confirm that you:

- agree to have your name full name, email address and your relationship to the processor supplied to the controller for the purposes of auditing and administration
- will declare any personal, business or other interest that may, or may be received (by a reasonable member of the public) to, influence your judgement in performing your role of working with, or on behalf of Contractor's Name.
- will comply with any requests from the controller or processer to evidence your activity complies with data protection legislation so far as the provisions apply to processing specified in this document, or to evidence any of your activity associated with the processing of data noted in this agreement.

Name	**<redacted><redacted>**
Signed	**<redacted><redacted>**

Date	Sep 28, 2022

Name	**<redacted><redacted>**
Signed	**<redacted><redacted>**
Date	Sep 28, 2022

Name	**<redacted><redacted>**
Signed	**<redacted><redacted>**
Date	Sep 28, 2022

Name	**<redacted><redacted>**
Signed	**<redacted><redacted>**
Date	Sep 30, 2022

Name	**<redacted><redacted>**
Signed	**<redacted><redacted>**
Date	Sep 30, 2022

Name	**<redacted><redacted>**
Signed	**<redacted><redacted>**
Date	Sep 30, 2022

Name	**<redacted><redacted>**
Signed	**<redacted><redacted>**
Date	Sep 30, 2022

Name	**<redacted><redacted>**

Signed	**<redacted><redacted>**
Date	Sep 30, 2022

Annex B: Register of third parties noted in the agreement that data have been shared with

Name of data processor		**Thornden School**	
Please provide the details of the third parties below who you have shared information with under this agreement			
Name	**Organisation**	**E-mail**	**Role and purpose for sharing the data**
<redacted>	HISP MAT	**<redacted><redacted>**	Acting CEO & Senior RDP Contractor
<redacted>	HISP MAT	**<redacted><redacted>**	RDP and first point of contact for TSIO. Responsible for matching and deploying system leaders to schools/trusts
<redacted>	HISP MAT	**<redacted><redacted>**	Executive Assistant to **<redacted>** and administrative support to the TSIO
<redacted>	ITFL MAT	**<redacted><redacted>**	DP - North West London
<redacted>	ITFL MAT	**<redacted><redacted>**	DP – North West London
<redacted>	Meridian Trust	**<redacted><redacted>**	DP – North East London
<redacted>	Meridian Trust	**<redacted><redacted>**	DP – North East London
<redacted>	Impact Leaders	**<redacted><redacted>**	DP – North East London

APPENDIX 5

DPS Call -Off Terms & Conditions

DPS Call-off Terms & Conditions.docx