



Date: 24 April 2014  
Ref: 35392\_JML

**SCHEDULE 1 TO THE AGREEMENT FOR THE SUPPLY OF  
DATA BETWEEN HESA SERVICES LIMITED AND THE  
CLIENT**

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Cheltenham  
GL50 1HZ

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**SCHEDULE OF SUPPLY**

1. Client: Health Education England
2. Contact name: [REDACTED]
3. Client address: Stewart House  
32 Russell Square  
London  
WC1B 5DN  
United Kingdom
4. Client telephone: [REDACTED]
5. Client fax: N/A
6. Billing address (if different from above): N/A
7. Delivery address (if different from above): N/A
8. Commencement Date: 24 April 2014
9. Licence End Date: 1 May 2015
10. Payment(s)(£) Excluding VAT: £25,545.00.
11. Payment(s) frequency: Single payment

12. **Data:** The data set out in Schedule 3.
13. **Past Data:** Un-rounded data of a similar nature to the Data which has previously been provided by HESA Services Ltd to HEE under Enquiry Number 33641
15. **Expected timescale for delivery (from receipt of this signed Schedule):** 30 working days
16. **Permitted Purposes:** The Data shall initially be delivered to and held by the Client's Shared Services Information Team in London ("the Team").

Subject to the remainder of this section 16 and the conditions in section 17, the Data and the Past Data may be shared with the following Local Education and Training Boards ("LETBs") which share a legal personality with the Client:

Health Education East Midlands  
Health Education East of England  
Health Education Yorkshire and the Humber  
Health Education Wessex  
Health Education Thames Valley  
Health Education North West London  
Health Education South London  
Health Education North Central and East London  
Health Education Kent, Surrey and Sussex  
Health Education North East  
Health Education North West  
Health Education West Midlands  
Health Education South West

For the purposes of this Agreement:

- references to "the Client" shall be interpreted as also applying to the LETBs listed above; and
- references to "the Data" shall be interpreted as including the Past Data.

The Data may only be processed by the Client to produce anonymised reports in respect of students

studying medicine and health related subjects which comply with the HESA Services Rounding Methodology for the purposes of monitoring, planning, commissioning and promoting the provision of health education in England including equal opportunities monitoring. The Data may not be linked to other data within the control of the Client save with the express permission of HESA Services.

Special permission is required before the Data (or any part thereof) is shared with a third party. Where it is intended to share or publish information derived from the Data with a third party written permission should be obtained from HESA Services Limited in advance. The communication seeking such permission must include a copy of the data extracts intended to be published and the details of the proposed recipient.

17. Special conditions (if any):

1. The Client warrants that the Team shall be part of, and shall not have separate legal personality to, Health Education England.
2. For the avoidance of doubt, the Client must ensure full compliance by the LETBs with the terms of the Agreement, in particular these special conditions and clauses 6, 7, 8 and 10 of the Agreement.
3. Access to the Data by individuals within the Client shall only be provided in accordance with the document in Schedule 2 or such replacement or alternative arrangements as may be agreed with HESA Services Ltd prior to the access being granted.
4. The Client shall ensure that access to the Data shall only be available to a restricted number of authorised individuals within the Client and that those individuals have received appropriate training regarding data protection and security.
5. The Data shall be passed by the Team to the LETBs only using the methods provided for in Schedule 2.
6. All copies of Data must be destroyed by the Licence End Date shown above – see Clause 7.7.
7. Ethnicity data is provided for the purposes of promotion and maintenance of Equal Opportunities.
8. Disability data is provided for the exercise of the statutory functions of HEE.
9. Ethnicity and disability data may not be cross-tabulated together in any analyses/extracts passed to

a third party.

10. The Data must not be used to identify individuals. No data may be reproduced in any form that would allow a third party to identify or derive information about individuals. If there is any doubt as to whether individuals may be identified or information derived about individuals from data in a particular form, HESA Services Limited must be consulted and its opinion shall be decisive.
11. From time to time, consultants/non-established postholders working for the Client may require access to the Data. This may only occur on the Client's premises, through secure access and subject to a confidentiality agreement being in place between the individuals and the Clients.

18. Support Services

The Payment includes, in addition to the provision of the Data, provision by HESA of up to ten hours of analyst support to the Client between 1 May 2014 and the Licence End Date. Such services shall be provided only on request by a contact or contacts within Health Education North West London who shall be notified to HESA from time to time. HESA Services shall advise Health Education North West London when eight hours of support has been provided within a year. If the Client considers that more than ten hours of support is likely to be required provision of such additional support shall be subject to agreement of terms between the Client and HESA for such provision.

19. Publication caveats/data attribution:

Source: HESA Student Record 2010/11-2012/13 ✓  
HESA Staff Record 2010/11-2012/13 ✓  
HESA Destination of Leavers survey 2009/10-2012/13 ✓  
HESA Finance Record 2010/11-2012/13 ✓  
DLHE Longitudinal survey 2006/07 & 2008/09 ✓  
Copyright Higher Education Statistics Agency Limited  
2014

HESA cannot accept responsibility for any inferences or conclusions derived from the data by third parties.

**This document is Schedule 1 to the Agreement for the Supply of Data, a copy of which has been supplied to the Client (the "Agreement"). In signing this Schedule, the parties are agreeing to the terms and conditions set out in the Agreement, including this Schedule and Schedules 2-4.**

Signed by :  
for the Client

[Redacted signature]

Name:

[Redacted name]

Date:

25<sup>th</sup> APRIL 2014 .

Signed by :  
for HESA Services Limited

[Redacted signature]

Name:

[Redacted name]

Date:

2 May 2014

