

## **ANNEX E2: STAFFING INFORMATION**

## EMPLOYEE INFORMATION (ANONYMISED)

Name of Transferor:

Number of Employees in-scope to transfer:

Completion notes

2. *If you have any Key Sub-contractors, please complete all the above information for any staff employed by such Key Sub-contractor(s) in a separate spreadsheet.*
3. *This spreadsheet is used to collect information from the current employer (transferor) about employees performing the relevant services to help plan for a potential TUPE transfer. Some or all of this information may be disclosed to bidders as part of a procurement process. The information should not reveal the employees' identities.*
4. *If the information cannot be included on this form, attach the additional information, such as relevant policies, and cross reference to the item number and employee number where appropriate.*

EMPLOYEE DETAILS & KEY TERMS							
Details	Job Title	Grade / band	Work Location	Age	Employment status (for example, employee, fixed-term employee, self-employed, agency worker)?	Continuous service date (dd/mm/yy)	Date employment started with existing employer
Emp No 1							
Emp No 2							
Emp No							
Emp No							
Emp No							
Emp No							
Emp No							
Emp No							

EMPLOYEE DETAILS & KEY TERMS							
Details	Contract end date (if fixed term contract or temporary contract)	Contractual notice period	Contractual weekly hours	Regular overtime hours per week	Mobility or flexibility clause in contract?	Previously TUPE transferred to organisation? If so, please specify (i) date of transfer, (ii) name of transferor, and (iii) whether ex public sector	Any collective agreements?
Emp No 1							
Emp No 2							
Emp No							
Emp No							
Emp No							
Emp No							
Emp No							

	ASSIGNMENT	CONTRACTUAL PAY AND BENEFITS						
Details	% of working time dedicated to the provision of services under the contract	Salary (or hourly rate of pay)	Payment interval (weekly / fortnightly / monthly)	Bonus payment for previous 12 months (please specify whether contractual or discretionary entitlement)	Pay review method	Frequency of pay reviews	Agreed pay increases	Next pay review date
Emp No 1								
Emp No 2								
Emp No								
Emp No								
Emp No								
Emp No								
Emp No								

CONTRACTUAL PAY AND BENEFITS								
Details	Any existing or future commitment to training that has a time-off or financial implication	Car allowance (£ per year)	Lease or company car details	Any other allowances paid (e.g. shift allowance, standby allowance, travel allowance)	Private medical insurance (please specify whether single or family cover)	Life assurance (xSalary)	Long Term Disability / PHI (% of Salary)	Any other benefits in kind
Emp No 1								
Emp No 2								
Emp No								
Emp No								
Emp No								
Emp No								
Emp No								

CONTRACTUAL PAY AND BENEFITS						
Details	Annual leave entitlement (excluding bank holidays)	Bank holiday entitlement	Method of calculating holiday pay (i.e. based on fixed salary only or incl. entitlements to variable remuneration such as bonuses, allowances, commission or overtime pay?)	Maternity or paternity or shared parental leave entitlement and pay	Sick leave entitlement and pay	Redundancy pay entitlement (statutory / enhanced / contractual / discretionary)
Emp No 1						
Emp No 2						
Emp No						
Emp No						
Emp No						
Emp No						
Emp No						



PENSIONS						
Details	Employee pension contribution rate	Employer pension contribution rate	Please provide the name of the pension scheme and a link to the pension scheme website	Is the scheme an occupational pension scheme as defined in the Pension Schemes Act 1993?	If the scheme is not an occupational pension scheme, what type of scheme is it? E.g. personal pension scheme?	Type of pension provision e.g. defined benefit (CARE or final salary, and whether a public sector scheme e.g. CSPS, NHSPS, LGPS etc. or a broadly comparable scheme) or a defined contribution scheme or an auto enrolment master trust?
Emp No 1						
Emp No 2						
Emp No						
Emp No						
Emp No						
Emp No						
Emp No						



PENSIONS						
Details	If the Employee is in the Local Government Pension Scheme, please supply details of Fund and Administering Authority.	If the Employee is in the Civil Service Pension Scheme, please provide details of the Admission Agreement.	If the Employee is in the NHSPS, please provide details of the Direction Letter.	If the Employee is in a broadly comparable pension scheme, please supply a copy of the GAD certificate of Broad Comparability.	Did Fair Deal or any other similar pension protection for ex-public sector employees apply to the employee when they TUPE transferred into your employment? If so, what was the nature of that protection (e.g. right to participate in a public sector pension scheme, or a broadly comparable scheme, or to bulk transfer past pension service into their current scheme)?	If Fair Deal, Best Value or other pension protection applied, which public sector employer did they originally transfer out of and when?
Emp No 1						
Emp No 2						
Emp No						
Emp No						
Emp No						
Emp No						
Emp No						

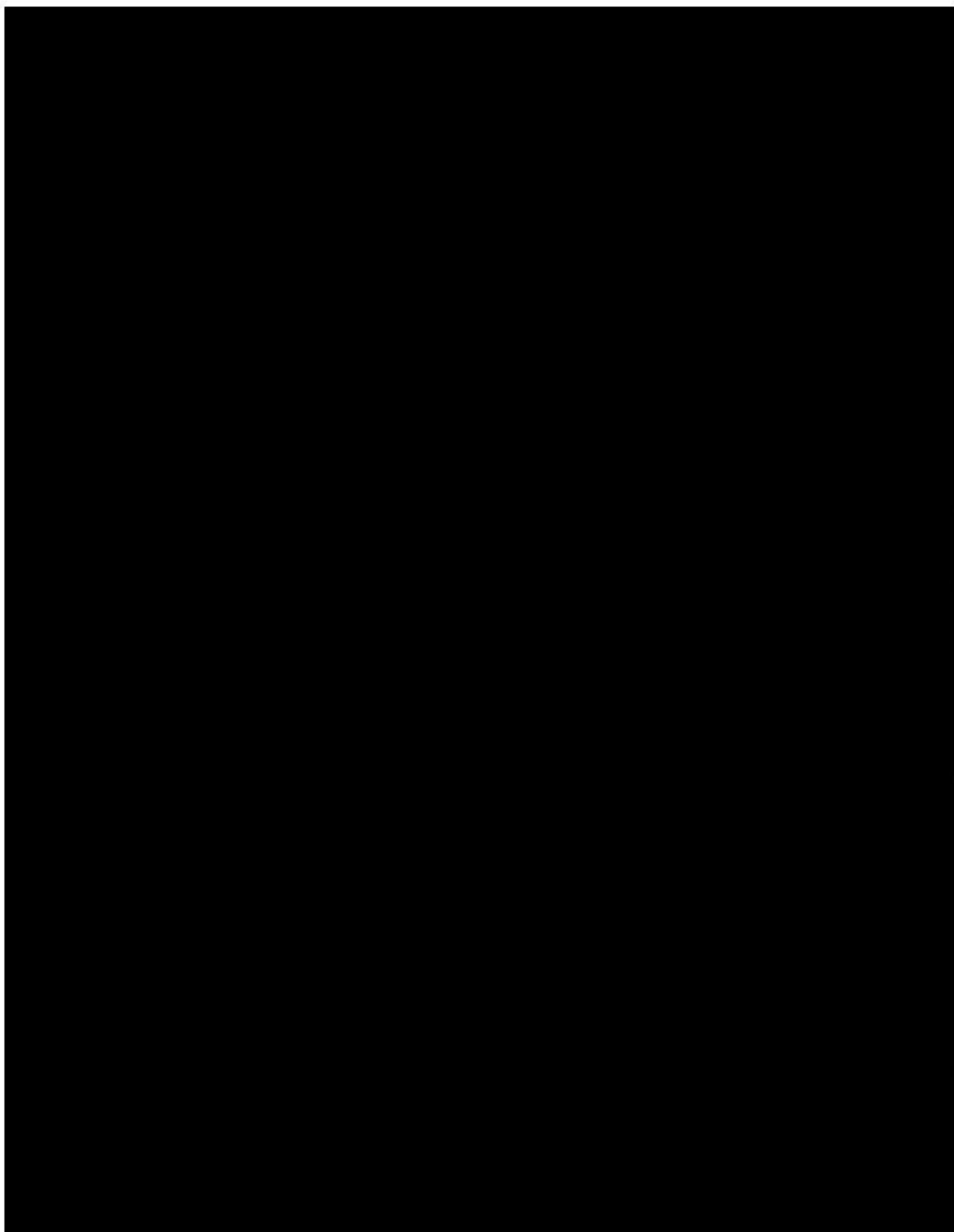
OTHER			
Details	Security Check Level	Security Clearance Expiry date	Additional info or comments
Emp No 1			
Emp No 2			
Emp No			
Emp No			
Emp No			
Emp No			
Emp No			

# **MODEL AGREEMENT FOR SERVICES SCHEDULES**

## **SCHEDULE 9.2**

### **KEY PERSONNEL**

## Key Personnel





# **MODEL AGREEMENT FOR SERVICES SCHEDULES**

## **SCHEDULE 10**

**NOT USED**

# **MODEL AGREEMENT FOR SERVICES SCHEDULES**

## **SCHEDULE 11**

### **PROCESSING PERSONAL DATA**



## 1 Processing Personal Data

- 1.1 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 Authority at its absolute discretion.
- 1.2 The contact details of the Authority's Data Protection Officer are: Emma Warrham e-mail emma.WARRHAM@education.gov.uk  
Address: 2 Rivergate, Temple Quay, Bristol, BS1 6EH
- 1.3 The contact details of the Supplier's Data Protection Officer are: **Data Protection Officer – Sue Schofield; Contact details –** datasecurity@stem.org.uk
- 1.4 The Processor shall comply with any further written instructions with respect to processing by the Controller.
- 1.5 Any such further instructions shall be incorporated into this Schedule.

Description	Details
Identity of Controller for each Category of Personal Data	<p><b>The Authority is Controller and the Supplier is Processor</b></p> <p>The Parties acknowledge that in accordance with Clause 23.2 to 23.15A and for the purposes of the Data Protection Legislation, the Authority is the Controller and the Supplier is the Processor of Personal Data processed in relation to the delivery of the Services under this Agreement. For example, the Supplier is the Processor when Personal Data is processed in order to provide Authority-funded CPD.</p> <p><b>The Supplier is Controller and the Authority is Processor</b></p> <p>It is not anticipated upon the commencement of this Agreement that Personal Data processed under this Agreement will fall into this category.</p> <p><b>The Parties are Joint Controllers</b></p> <p>It is not anticipated upon the commencement of this Agreement that processing under this Agreement will fall into this category. Should Personal Data be shared between the parties where the purpose of processing the data is determined jointly by both the Supplier and Authority then the parties shall confirm in writing the processing which falls into this category and the terms set out in Annex 1 shall apply unless otherwise agreed by the Authority and the Supplier.</p>

	<p><b>The Parties are Independent Controllers of Personal Data</b></p> <p>It is acknowledged and agreed between the Parties that there are some Personal Data that are processed by or on behalf of the Supplier which the Supplier collects in its capacity as an Independent Controller for processing relating to CPD delivery that is not funded by the Authority.</p> <p>The Parties further acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of the following types of personal data processed for internal business purposes:</p> <ul style="list-style-type: none"> <li>• Business contact details of Supplier Personnel,</li> <li>• Business contact details of any directors, officers, employees, agents, consultants and contractors of the Authority (excluding the Supplier Personnel) engaged in the performance of the Authority's duties under this Agreement.</li> </ul> <p>As at the date of this Agreement, the Supplier has prepared diagrams of the user journeys, attached at Annex 4. The Parties may develop these diagrams further during the Term to clarify the distinction between when the Supplier is a Processor or a Controller.</p>
Duration of the processing	<p>When the Supplier is processing as a Processor, the Supplier shall process the Personal Data for the duration of this Agreement.</p> <p>Where the Supplier and the Authority are independent controllers, all personal data to be processed for the duration of the Services and thereafter to the extent that the relevant Party (or Parties) has an ongoing legal basis and for such periods as are in accordance with the UK GDPR as well as obligations for retained data for longer periods such as for tax reporting obligations.</p>
Nature and purposes of the processing	<p>The nature of the processing includes the collection, recording, organisation, structuring, storage, use or otherwise making available, of Personal Data.</p> <p>Processing including but not limited to the following: in accordance with statutory obligations, sourcing candidate data, employment processing, assessment, the provision and receipt of the Services and the performance of</p>

	contractual obligations under the Agreement, legitimate interests.
Type of Personal Data	<p>When the Authority is Controller and the Supplier is Processor the following types of personal data are processed:</p> <p>Including but not limited to: name, address, date of birth, and all other personal data detailed below.</p> <ul style="list-style-type: none"> <li>• TRN (Teacher Registration Number)</li> <li>• Teacher full name</li> <li>• Date of birth</li> <li>• Postal address</li> <li>• Email address</li> <li>• Telephone number</li> <li>• Job title</li> <li>• Dietary requirements (with your permission, these will only be required when attending events with refreshments)</li> <li>• Accessibility requirements (with you permission, these will only be required when attending venues)</li> <li>• Image and audio data will be processed during participation in online courses</li> <li>• Payment and invoicing details</li> </ul>
Categories of Data Subject	<p>When the Authority is Controller and the Supplier is Processor, the following categories of Data Subjects:</p> <ul style="list-style-type: none"> <li>• Teachers</li> </ul>
<p>Plan for return and destruction of the data once the processing is complete</p> <p>UNLESS requirement in law to preserve that type of data</p>	<p>When processing personal data as a Processor, the Supplier shall return or delete Personal Data in accordance with clause 24.5(e).</p> <p>Where the Parties are Independent Controllers of Personal Data, all personal data will be deleted in line with UK GDPR and other statutory obligations for example holding data for tax reasons.</p>

## ANNEX 1: JOINT CONTROLLER AGREEMENT

### 5. Joint Controller Status and Allocation of Responsibilities

- 1.1 With respect to Personal Data under Joint Control of the Parties, the Parties envisage that they shall each be a Data Controller in respect of that Personal Data in accordance with the terms of this 0 (*Joint Controller Agreement*) in replacement of Clause 24.2-24.15 (*Where one Party is Controller and the other Party is Processor*) and 24.17-24.27 (*Independent Controllers of Personal Data*). Accordingly, the Parties each undertake to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Data Controllers.
- 1.2 The Parties agree that the [Supplier/Authority]:
- (a) is the exclusive point of contact for Data Subjects and is responsible for all steps necessary to comply with the UK GDPR regarding the exercise by Data Subjects of their rights under the UK GDPR;
  - (b) shall direct Data Subjects to its Data Protection Officer or suitable alternative in connection with the exercise of their rights as Data Subjects and for any enquiries concerning their Personal Data or privacy;
  - (c) is solely responsible for the Parties' compliance with all duties to provide information to Data Subjects under Articles 13 and 14 of the UK GDPR;
  - (d) is responsible for obtaining the informed consent of Data Subjects, in accordance with the UK GDPR, for Processing in connection with the Services where consent is the relevant legal basis for that Processing; and
  - (e) shall make available to Data Subjects the essence of this Joint Controller Agreement (and notify them of any changes to it) concerning the allocation of responsibilities as Joint Controller and its role as exclusive point of contact, the Parties having used their best endeavours to agree the terms of that essence. This must be outlined in the [Supplier's/Authority's] privacy policy (which must be readily available by hyperlink or otherwise on all of its public facing services and marketing).
- 1.3 Notwithstanding the terms of paragraph .2, the Parties acknowledge that a Data Subject has the right to exercise their legal rights under the Data Protection Legislation as against the relevant Party as Data Controller.

### 2. Undertakings of both Parties

- 2.1 The Supplier and the Authority each undertake that they shall:

- (a) report to the other Party every three (3) months on:
- (i) the volume of Data Subject Access Requests (or purported Data Subject Access Requests) from Data Subjects (or third parties on their behalf);
  - (ii) the volume of requests from Data Subjects (or third parties on their behalf) to rectify, block or erase any Personal Data;
  - (iii) any other requests, complaints or communications from Data Subjects (or third parties on their behalf) relating to the other Party's obligations under applicable Data Protection Legislation;
  - (iv) any communications from the Information Commissioner or any other regulatory authority in connection with Personal Data; and
  - (v) any requests from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law;
- that it has received in relation to the subject matter of the Agreement during that period;
- (b) notify each other immediately if it receives any request, complaint or communication made as referred to in Paragraphs ..1(a)(i) to (v); and
- (c) provide the other Party with full cooperation and assistance in relation to any request, complaint or communication made as referred to in Paragraphs ..1(a)(iii) to (v) to enable the other Party to comply with the relevant timescales set out in the Data Protection Legislation.
- (d) not disclose or transfer the Personal Data to any third party unless necessary for the provision of the Services and, for any disclosure or transfer of Personal Data to any third party, save where such disclosure or transfer is specifically authorised under this Agreement or is required by Law). For the avoidance of doubt to which Personal Data is transferred must be subject to equivalent obligations which are no less onerous than those set out in this Annex.
- (e) request from the Data Subject only the minimum information necessary to provide the Services and treat such extracted information as Confidential Information.
- (f) ensure that at all times it has in place appropriate Protective Measures to guard against unauthorised or unlawful processing of the Personal Data and/or accidental loss, destruction or damage to