**The Careers & Enterprise Company**

**Careers** **Primary School Programme: Start Small, Dream Big**

**Memorandum of Understanding (MoU) between**

**[INSERT SCHOOL NAME] and NEW ANGLIA CAREERS HUB**

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| **Organisation Name** (‘the School’) |   |
| **Registered Address**  |   |
| **Telephone/Email**  |    |
| **Named Contact**  |    |

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| **Organisation Name** (‘the Partner’)  |  New Anglia Careers Hub |
| **Registered Address**  |  Centrum, Norwich Research Park, Colney Lane, Norwich, NR4 ;7UG |
| **Telephone/Email**  |  ashley.cooper@newanglia.co.uk |
| **Named Contact**  |  Ashley Cooper |

1. **Primary School Project: Start Small, Dream Big**

The key aim of the ‘Careers & Enterprise Company’ Primary School Programme is to increase awareness amongst young people of jobs and career pathways available, underpinned by an emerging understanding of the link between education and the world of work.

The programme will reference three out of the eight Gatsby Benchmarks of Good Career Guidance which are most suited for the primary age range. The programme will seek to inspire pupils about the world of work, drawing on positive role models from a range of industries and sectors to help raise aspirations, challenge stereotypes and help children link their learning to future jobs and careers.

**2. COMMITMENTS**

The PARTNER commits to:

* Provide support from a Primary school project coordinator (or similar)
* Support schools to sign up to the Teach First career-related learning teacher CPD
* Help schools to benefit from existing placed-based employer relationships when planning employer encounters for their pupils
* Provide examples of evidenced best practice and opportunities to share good practice
* Ensure schools have access to useful resources such as the Careers & Enterprise Company’s Impact Evaluation Toolkit and Primary Platform

The School commits to:

* Provide a nominated Lead Teacher to take part in the programme
* To enrol on the Teach first platform within the agreed timeframe (no later than 29th September 2023)
* Carry out the training on the Teach First platform within the agreed timeframe (no later than 29th September 2024)
* Develop and/or adapt a school strategy to embed careers education across the school
* Plan and deliver at least one employer encounter for pupils (no later than 29th September 2024)
* Work closely with the NEW ANGLIA CAREERS HUB to report on the school’s progress towards the programme’s outputs and outcomes throughout the life of the programme
* Contribute to the evaluation of the programme by issuing and completing baseline and endline impact surveys to teachers, pupils, parents and employers (within a given timeframe), so that the impact of the programme can be accurately measured
* Share best practice and case studies with the Partner and The Careers & Enterprise Company
* Permit the School’s name to be listed as a participant in relevant documents or communications by the Partner and The Careers & Enterprise Company
* Actively engage parents in the programme
* Act as a champion for the programme with other schools and businesses
1. **ACTIVITY NOT WITHIN THE PROGRAMME SCOPE**

The NEW ANGLIA CAREERS HUB will not:

* Deliver careers and enterprise programmes directly to students
* Disrupt existing external or school-based programmes that are working well
* Duplicate existing activity
* Charge for services.
1. **AMENDMENTS**

Should any party wish to amend the content of this MoU, any proposed changes should be discussed and agreed in writing with the designated parties to this MoU, and the Partner should communicate amendments with The Careers & Enterprise Company.

1. **BREACHES AND ISSUE RESOLUTION**

Should any issue arise while this MoU is in place, then the initial approach should be an informal discussion to highlight the issue and reach a resolution.  If for any reason no resolution can be found, then both parties must agree to an action promptly. If required, the MoU can be made invalid through notification in writing by either party.

If for any reason, both or either party continue to fail to abide by the commitments and/or resolve breach(es), then the MoU will become invalid through notification in writing.

**6. DATA PROTECTION**

**Data Protection Legislation**: all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder); the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a party.

**Shared Personal Data:** the personal data to be shared between the parties under this MoU.

**UK GDPR**: has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

Each party shall comply with the relevant obligations of the Data Protection Legislation and not cause the other to breach the Data Protection Legislation.

Each party shall:

* ensure that it has all necessary notices, consents (as required) and lawful bases in place to enable lawful transfer of any personal data to the other in relation to this MoU;

* process the Shared Personal Data only for the purposes of this MoU, as detailed in the Appendix (Data protection particulars);
* only provide Personal Data to each other in compliance with the Data Protection Legislation and as recorded in the Appendix (Data protection particulars);
* ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data.

Each party shall assist the other in complying with all applicable requirements of the Data Protection Legislation. In particular, each party shall:

* promptly inform the other party about the receipt of any (a) data subject rights request, (b) a complaint from a data subject or other third party, or (c) communication from the Information Commissioner or any other governmental or regulatory body relating to any personal data processed under this MoU and provide the other party with reasonable assistance in complying with any such requests, complaints or communications;
* notify the other party without undue delay on becoming aware of any breach of the Data Protection Legislation (including any personal data breach) relating to the Shared Personal Data and assist the other in resolving any such breach.

The School shall ensure that its staff and, where relevant, students are aware that their personal data may be shared with the Partner and The Careers & Enterprise Company in relation to this arrangement.  Information about how the Partner and The Careers & Enterprise Company process personal data can be found in the privacy policies on their websites.   Any queries that any school staff or students have about their processing of their personal data by the New Anglia Careers Hub can be addressed to David Ladbrook, david.ladbrook@newanglia.co.uk.

Please note that no personally identifiable student data should ever be shared by the School with others.

1. **STATUS**

The Parties enter into this MoU intending to honour its contents and spirit. This MoU is not intended to be legally binding, and no legal obligations or legal rights shall arise between the parties from this MoU. The parties enter the MoU fully intending to honour all their obligations to each other.

The parties affirm to understand the content of the MoU. A copy of this document will be retained by the Partner.

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|  **SCHOOL REPRESENTATIVE**  |  **PARTNER REPRESENTATIVE**  |
| Signature: |  | Signature: |  Ashley Cooper |
| Name: |  | Name: | Ashley Cooper |
| Position: |  | Position: | Operational Careers Hub Lead |
| Date: |  | Date: | 14/06/2023 |

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|  **THE CAREERS & ENTERPRISE COMPANY**   |
| Signature: |  |
| Name: | Victoria Elsey (primaryeducation@careersandenterprise.co.uk) |
| Position: |  Primary Project Lead |
| Date: | 14/06/2023 |
|  **LEAD TEACHER DETAILS**   |
| Full Name: |  |
| Email: |  |
| Job Title: |   |
| Teach First Participant/Ambassador? | Y / N |

**APPENDIX: Data protection particulars**

1. **Schedule of Particulars**

This Appendix sets out the data sharing particulars to be completed by the parties, acting reasonably and in good faith.

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| **Description**  | **Details**  |
| Designation of Parties  | **The parties are independent controllers** The parties acknowledge that they are both controllers for the purposes of the Data Protection Legislation in respect of: * business contact details of the Partner personnel for which the Partner is controller,
* business contact details of any School personnel for which the relevant School is the controller.

Notwithstanding the above, the parties acknowledge that in respect of some of the Shared Personal Data, the Partner is acting as processor for and on behalf of The Careers & Enterprise Company to provide instructions and to manage the relationship with the School  |
| Nature and Permitted Purpose of the processing  | The following data will be collected for the purpose relationship management and providing the school with access to the relevant platforms participating in the fund:* The Lead Teacher’s name and contact details will be entered by the Partner onto The Careers & Enterprise Company’s EAN Register
* The Lead Teacher’s details will be shared by The Careers & Enterprise Company with the delivery partner Teach First for the purpose of onboarding to the CPD programme platform, Brightspace
* The Lead Teachers will be contacted from time to time by The Careers & Enterprise Company e.g. with re-levant updates or key programme information
* The administration of this MoU and facilitating the provision of the Partner’s Primary school project coordinator (or similar) and any associated roles and services

Other data processing, such as participation in the evaluation element of the programme (e.g., surveys), will be dealt with separately by the partner ImpactEd and all parties will be provided with a relevant DPIA outlining this. |
| Security, Technical and Organisational Measures |  If schools wish to revoke access to data, this can be done instantly. All personal data transfer and storage is protected by encryption, including the standard 256 bit encryption (that SharePoint uses). Each Party agrees not transfer Personal Data to any country or territory outside the United Kingdom and EEA or to any international organisation (as defined in the GDPR), except to the extent required by UK Law or with the disclosing Party’s express prior written consent.  |
| Duration of the processing  | All data will be safely and securely deleted by the end of the programme (1st September 2025). Live and back-up data will be deleted by overwriting datasets and removing them from systems. No physical records will be collected as part of this project.  |
| Type of Personal Data  | Name, professional email address, role |
| Categories of Data Subject  | School staff (Lead Teachers and Headteachers), LEP and The Careers & Enterprise Company personnel, other individuals involved in this MoU  |