

MANCHESTER
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**The University of Manchester
Manchester Institute of Education**

School Direct Primary PGCE

Partnership Agreement



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SCHOOL DIRECT PARTNERSHIP AGREEMENT PART ONE

I would like to extend a very warm welcome to you as a School Direct Partner of The University of Manchester. The purpose of this partnership agreement is to set out the roles, responsibilities, expectations and leadership and management structures in relation to the Initial Teaching Training (ITT) Partnership between the University of Manchester and its Primary School Direct Partners. This document should be read alongside the Primary School Direct Partner Handbook, which is reviewed and updated annually and provides detailed guidance for SD stakeholders with regard to their roles.

The requirements for the provision of initial teacher training specify what providers of ITT must do (see link below). They underline the essential contribution that schools and other settings make to ITT. They have legal standing and are signed by the Secretary of State. The partnership collaborates, writes and develops the PGCE programme to ensure that all requirements are met.

https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/434608/ITT_criteria.pdf

The University of Manchester primary PGCE is identified as one of the leading university providers of ITT in the Good Teacher Training guide (2017) and were judged as 'outstanding' across all areas during an Ofsted inspection in 2018. We consistently aim for each cohort of trainees to be the best teachers possible, with the provision of a training programme that responds to the needs of a continually evolving education system. Our partnership incorporates and utilises the extensive diversity of more than 200 schools across Greater Manchester and beyond. We consistently achieve high quality trainee outcomes which are further validated by high local employment rates: 80% of trainees are employed within 20 miles of the university and 60% within 10 miles, with many of our training partners becoming employers. We believe that effective partnerships are rooted in a shared vision and genuine collaboration for the benefit of both the trainee and the many pupils whose lives they will influence during their career. Our vision for our PGCE course and partnership is:

“Empowering future generations”

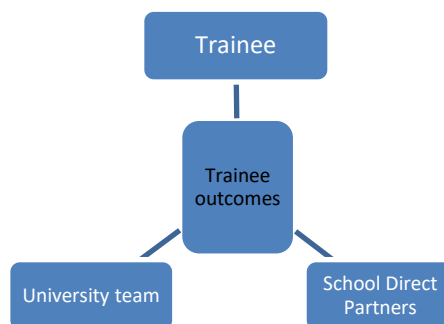
We are delighted that you wish to be part of this exciting and innovative partnership, and look forward to working with you to train future generations of teachers.

Dr Lisa Murtagh, Head of ITT, University of Manchester

THE AIMS OF THE SCHOOL DIRECT PARTNERSHIP

The School Direct Initial Teacher Education Partnership aims to:

- ensure School Direct (SD) trainees are engaged in the best possible preparation for their subsequent career in teaching through the combined effort of the University of Manchester and lead and partnership schools' provision. This will be best achieved through the professional engagement of school-based Subject Mentors, Professional Mentors and School Liaison Officers (secondary), Mentors (the host class teachers in primary) and University Yutors (primary) and Programme Directors as outlined in this document and in supporting handbooks;
- support trainee(s) through developing their subject and pedagogical knowledge for becoming a teacher with the aim of developing teachers of the highest calibre, informed by reflective practice and recent and relevant research;
- communicate openly and honestly within the partnership, and the wider community, engaging in professional dialogue in order to learn from each other and to enable all stakeholders to better fulfil their roles and maintain the highest possible quality in the training of future teachers;
- offer equality of opportunity to the trainee(s) and SD partnership colleagues, and welcome their participation whatever their gender and social, cultural, ethnic or linguistic background, recognising that all stakeholders bring different knowledge, interests, skills and strengths from which all may benefit;
- ensure that the trainee(s) develops the professional values and practice which will enable them to become valued professional colleagues and committed teachers who promote high expectations and value diversity and respect for all social and cultural backgrounds;
- ensure that the trainee(s) understands that taking responsibility for their own professional development, and critically evaluating their practice, is part of the professional role of every teacher.



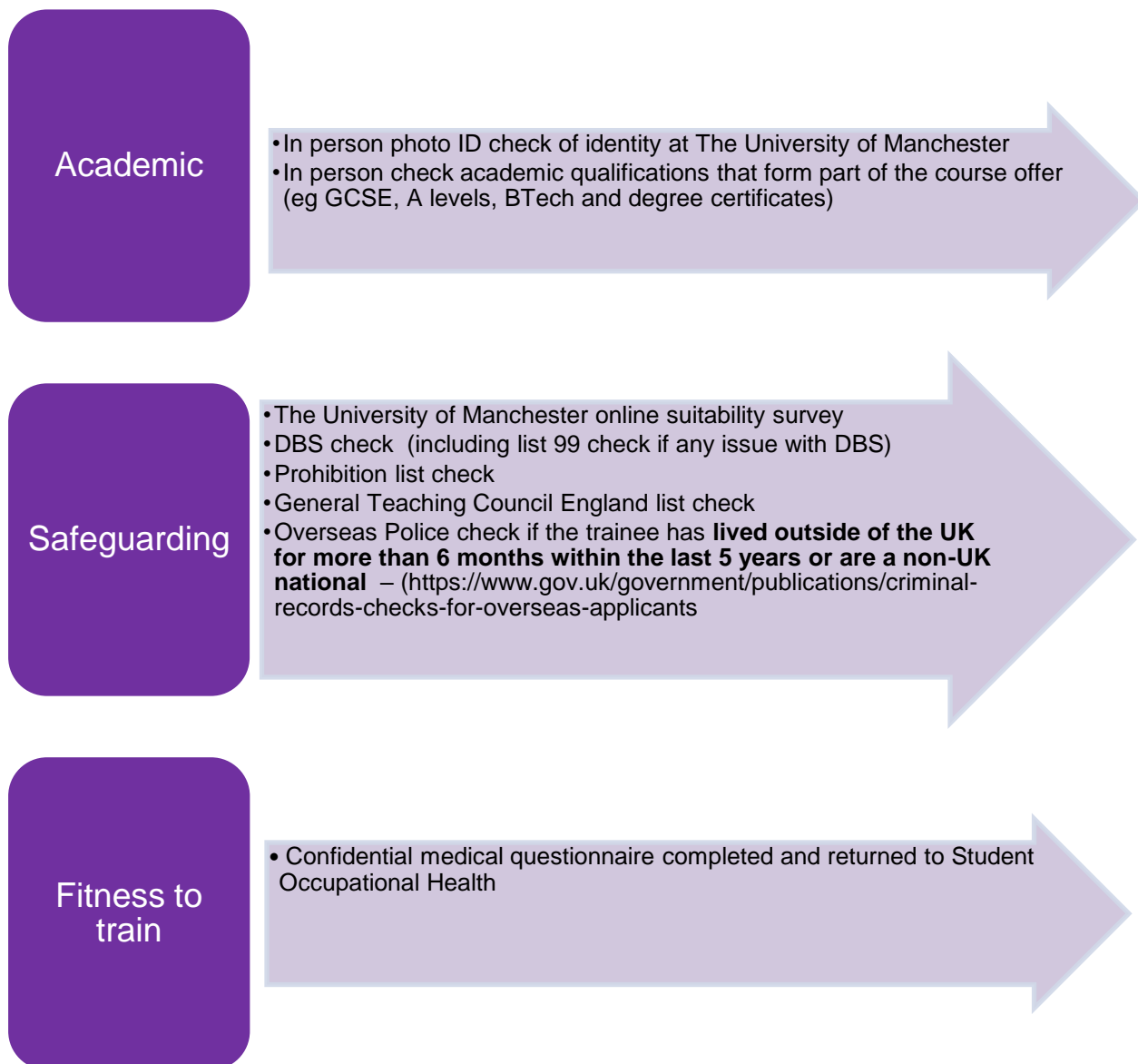
SAFEGUARDING OF CHILDREN AND YOUNG PEOPLE

The School Direct Primary PGCE teams consider the issue of 'Safeguarding' to be a fundamental component of the Programme. The University of Manchester is responsible for ensuring that safeguarding processes are in place prior to the trainee beginning the programme. All our current practices are compliant with the DfE and all other applicable regulations for entry into initial teacher training, and all of our trainees have been rigorously assessed and are, as far as can be determined, suitable to start their placement (Refer to the UoM Safeguarding Handbook for more details and to section 4 of this document for our equality statements).

We take our role in the safeguarding of our trainees, including the children they teach in our partnership schools, very seriously. Upon successful interview and having been made an offer to start the course, trainees receive detailed information about next steps and associated conditions. Trainees are required to complete checks and submit a number of documents to register for the programme and to allow them to commence school placements. As non-salaried students, under the safeguarding processes of the university, trainees are not required to undergo any further DBS checks by partner schools or provide their DBS number to schools in which they are placed.

We expect trainees to have met all the conditions of their offer within 40 working days of confirmation of the offer, or by the end of August, whichever is earlier. However, if offer holders do not meet this deadline it can result in delayed starts; delays in receiving bursaries or in some cases withdrawal from the programme. Any trainee with any outstanding conditions will be subject to a safeguarding panel who will decide and share with the trainee the required actions and, if necessary, inform any school that is/was due to host that particular trainee.

The following shows an overview of the checks completed prior to full registration on the School Direct PGCE course following acceptance of the offer and outlined terms and conditions via UTT.



Safeguarding children

The issue of safeguarding children is considered from the following perspectives:

- Ensuring children are protected
- Ensuring children are empowered to protect themselves

The University of Manchester is committed to safeguarding and promoting the welfare and safety of children by:

- Adhering to University procedures to recruit staff and select students
- Carrying out appropriate DBS checks as necessary
- Ensuring that staff and students are aware of The University of Manchester Child Protection Policy and related procedures, and that appropriate staff and students are provided with Child Protection Policy and Guidance training on a regular basis
- Providing information to all interested parties regarding The University of Manchester child protection policy and procedures for working with children
- Providing information to teachers, group leaders, service providers and any other interested parties on The University of Manchester's expectations regarding child protection responsibilities when visiting the University and when our staff and students are involved in activities on premises external to the University

- Working closely with other organisations to safeguard children
- Providing policies and procedures for dealing with allegations of abuse

DBS

It is the responsibility of the university (as the ITT provider) and not the responsibility of individual partnership schools to ensure that all vetting and suitability checks are carried out on trainees. Our recruitment processes adhere rigorously to the latest regulations and guidance including the DfE guidance 'Safeguarding Children and Safer Recruitment in Education' (2012 revised version) 'Keeping children safe in Education' (2021) the Childcare (Disqualification) regulations (2009) and the DfE's more specific Suitability Requirements for all ITT providers (ITT Criteria Supporting Advice). In accordance with all requirements, including those from OfSTED, schools should not request access to DBS Certificates. However, when placing a trainee, the university will confirm with the school that all relevant checks, including a DBS Enhanced Disclosure and a check of the children's barred list, have been cleared. In the case of salaried trainees, the DBS Enhanced Disclosure must be undertaken by the employing school and confirmation shared with the university. Additional checks are carried out on trainees from overseas to ensure they are not prohibited from teaching in another country of the European Economic Area

DBS Disclosures

The University of Manchester is responsible for checking DBS disclosure before trainees start on the School Direct PGCE programme.

From time to time some trainees offer a criminal activity as part of their DBS. The PGCE administrator will inform the Programme Director and applicant that a procedure is being followed.

This procedure involves the convening of the Suitability Committee. The task of the committee is to decide that the detail forwarded by the applicant meets the suitability to teach requirements and whether the committee members would consider the applicant employable in their school. The suitability committee members are senior university staff and representative head teachers from the partnership.

The University takes into account current legislation procedures and guidelines in the operation of the committee.

During their training, trainees must declare anything that might deem them unsuitable to teach, including any conviction or Disqualification by Association.

<http://www.staffnet.manchester.ac.uk/compliance-and-risk/safeguarding/>

Medical Fitness

The University recognises its responsibility to programmes which lead to professional qualifications that all applicants are fit to practice and hence an offer of acceptance on to a teacher training programme is conditional upon the applicant being deemed fit to practice. Trainees are screened and cleared as 'fit to train' by the university's Occupational Health Service on entry to the programme. The process also identifies support measures which are needed for trainees to train effectively and safely. If trainees have not been cleared, they cannot start their placement (unless this has been agreed by the university and the placement school). Trainees are asked to inform the university immediately if their health deteriorates during training. If any concerns arise during training over a trainee's fitness to practice, the university is required to investigate and address the issue.

Trainees with Individual Needs and Disabilities

The University is sensitive to its responsibility in providing training that meets the individual needs of its trainees. Some trainees may declare their individual needs at the start of the course and others are identified during training. Following meetings with the Disability Advice and Support Service (DASS), trainees are provided with an individual support plan. The plan identifies who the trainee has consented to share the information with.

The Partnership is committed to ensuring that individual needs are met during the teaching placement experience as part of the equal opportunities policy. Trainees are encouraged to make their individual needs known to the placement staff so that support can be facilitated. Where appropriate, the DASS office will inform

the school of any specific adjustments needed on the teaching placement for trainees with disabilities.
<http://www.dso.manchester.ac.uk/>

The Prevent Duty

From 1 July 2015 all schools, are subject to a duty under section 26 of the Counter-Terrorism and Security Act 2015 (the CTSA 2015), to have “due regard to the need to prevent people from being drawn into terrorism”. Partnership Schools must have regard to statutory guidance issued under section 29 of the CTSA 2015 (“the Prevent duty guidance”).

GDPR Compliance Statement

The General Data Protection Regulations were introduced in May 2018 to ensure fundamental rights are respected with regard to privacy and the use of *personal data*. Personal data is defined as “any information relating to an identified or identifiable natural person” and includes text, photos, voice recordings, emails, mark books and videos. Particular care is needed with *sensitive personal data* related to an individual’s race, ethnic origin, politics, religion, trade union membership, genetics, biometrics, health, sex life or sexual orientation.

GDPR applies to both the pupils and learners our trainees work with, as well as the trainees themselves. To support individual training needs, key information about trainees is shared across the Partnership (e.g. trainee names, training route, individual training needs and professional targets). Such information is shared with partners on a need to know basis. Information regarding a trainee’s disability, medical conditions or specific learning need is shared with relevant partnership staff based on the recommendations of Disability Advice and Support Service (DASS),

To support trainees to follow the terms of GDPR, Schools/settings are asked to share GDPR policies and practices with trainees as part of their induction and identify a member of staff to respond to trainees’ questions and concerns. Trainees should take the time to familiarise themselves with their school/setting’s GDPR policies and practices. They should raise questions and concerns around the use of data and information to their mentors and named contacts immediately.

Safeguarding Officer

Any safeguarding issues or concerns should be raised with our designated safeguarding officer, Martin Kelly.
Martin.kelly@manchester.ac.uk

Race Equality Policy Statement

The University of Manchester is committed to eliminate unlawful racial discrimination, promote race equality and promote good relations between people of different racial groups. This is of particular importance given the highly diverse mix of students and staff at the University, and that of the local community. It is recognised that such a commitment will support the mission of The University of Manchester, *'the pursuit of excellence through the advancement of research, scholarship, teaching and learning'*, through the development of a culture which genuinely values diversity and actively promotes transparency in all its functions, with the long term aim of building race equality considerations into all our activities, creating an environment which:

- Supports all students and staff in their work and study, where race, ethnicity, religion or nationality, pose no additional barriers;
- Supports the freedom of religious faith, practice and belief, whilst expecting people of all faiths to respect others;
- Continues to engage with, and develop and maintain strong links with the local community, making full use of the skills and different perspectives.

Equality and Diversity Policy

The University of Manchester aims to create a culture of diversity within its community providing a dynamic working and learning environment, where all members are valued for their contribution. The policy can be accessed via the following link: <http://documents.manchester.ac.uk/display.aspx?DocID=8361>.

The University's aim is to promote equality of opportunity for all through the following objectives:

- Mainstreaming equality into the University's strategic and planning agenda
- Complying with its legal obligations
- Having an effective data monitoring and analysis process that supports this policy;
- Systematically assessing the impact on equality of our policies, procedures and practices at the University
- Involving staff, students and other stakeholders in the development and delivery of our equality objectives
- Ensuring that managers and staff undergo appropriate equality training and development for this role
- Promoting equality and diversity through internal and external communications
- Ensuring that both existing staff and students, as well as those who seek to apply to work or study with us, are treated fairly and that individuals are judged solely on merit and by reference to their skills, abilities, qualifications, aptitude and potential
- Ensuring that staff, students and their unions' representatives are provided with appropriate forums e.g. the University Equality and Diversity Forum and staff network groups, to discuss equality and diversity issues and raise any concerns
- Ensuring that all contractors and service providers operating on behalf of the University are aware of this policy and expected to adhere to it.

Dignity at work and study

The University of Manchester is committed to creating a learning environment free of harassment, discrimination, victimisation and bullying, where everyone is treated with dignity and respect. The School of Environment, Education and Development will not tolerate bullying, harassment, discrimination or victimisation of any kind, either towards students and staff, or between them. Allegations of bullying, discrimination and harassment will be investigated and, if appropriate, disciplinary action will be taken.

More information can be found at:

<http://www.staffnet.manchester.ac.uk/equality-and-diversity/policies-and-guidance/dignity-at-work-and-study/>.

The Primary PGCE course is split into two key components: the taught course (delivered by the University and School Direct Leads) and school placements which constitute the University Partnership ITT Curriculum. The taught course offers training in all National Curriculum primary subjects as well as a broad spectrum of 'professional studies' topics relating to the wider roles and responsibilities of teachers. Innovative teaching approaches are utilised to deliver our taught course including a wide range of school-based learning experiences,

such as live Skype lessons and school centred training days, as well as the tailored use of subject experts, current practitioners and expertise from within the partnership.

In order to be recommended for the award of QTS, the trainees are expected to spend a minimum of 120 days in school as well as engaging in a taught course that encompasses the key principles of the DfE framework of core content for initial teacher training (ITT). There are two assessed teaching placements: SE1 and SE2. These will take place in opposite key stages. Additionally, there are additional placements in which trainees will engage in more experiential classroom activities to develop their professional knowledge.

Overview of ITT Taught Course Responsibilities

<i>KEY:</i> <i>U – University staff/tutor responsibility</i> <i>A – Alliance responsibility</i>	Responsibility
Pre-course joining instructions	U
Pen portraits	U
First aid basic awareness training	A
Introduction to the trainee portfolio and SD school led day logs	U
Introduction to 'Blackboard' session	U
Taught Course	
Maths	U
Science	U
English	U
Modern Languages	A
Humanities	A
PE	A
Music	A
Art	A
DT	A
Cross-curricular/ theme based learning	A/U
Educational Professional Studies (EPS)	
Professional studies taught course sessions	U
School-led agreed professional studies sessions	A
Preparation for SE1 and SE2 professional placement	U
Preparation for EYFS, KS3 and Enquiry placements	U
Educational professional studies: Cross phase inclusion conference	U
Monitoring and feedback of the school led training day logs	A
Provision and organisation of all school placements	A

The programme is led and staffed by University of Manchester Staff and School Direct colleagues. The PGCE team is a well-established, innovative team with substantial expertise and is comprised of both full and part-time staff. They have extensive experience of developing postgraduate Primary provision as well as current and previous experience of holding roles in schools and settings, as well as working within Local Authorities at strategic levels.

The programme is continually engaging with key external partners and stakeholders at a regional and national level and continues to develop its strong tradition of working with partners and stakeholders to develop academic and professional programmes to meet need and demand.

During Professional Placements, trainees are placed in School Direct Partner schools/settings. These placements should be organised by the alliance leads and must ensure that trainees meet the requirements in order to be recommended for QTS by the end of the course. School/setting mentors are responsible for training, monitoring and ensuring trainees' progress during these placements, supported and monitored by School Direct School Leads.

University Information Resources

Trainees are provided with subject specific handbooks and have access to subject specific areas on BlackBoard.

Each primary national curriculum subject (including educational professional studies) has a subject leader who is responsible for ensuring that the university programme develops the pedagogical and subject knowledge of trainees through:

- provision of a cogent course outline articulated through a subject handbook
- devising subject specific training days, including independent learning materials
- monitoring and tracking trainee Subject Knowledge
- provision of online learning materials
- evaluating and quality assuring their subject, leading to subject development plans which feed into the programme development plan
- keeping abreast of current initiatives leading to research informed practice
- co-ordination of staff contributing to the subject, including staff for partnership school and alumni
- providing research and practice informed CPD for partnership colleagues, ECTs and accredited tutors

Extensive information resources exist in the library including print and electronic materials. A range of relevant journals is also available. Digitisation of relevant texts also takes place.

Trainees have access, as part of their programme, to wider university resources and are actively encouraged to participate in wider university life by, for example, working alongside tutors and the widening participation team to engage undergraduate trainees in working with children and young people.

Trainees are encouraged to make use of university facilities when on campus and also when in schools, and draw on facilities such as the Whitworth Gallery and the university of Manchester Museum to enhance opportunities for teaching children during professional placements.

Learning support is a key area programme provision. All trainees are entitled to access generic trainee support services at the University of Manchester, such as the University Libraries, and specific details of their entitlements are made clear to trainees at the start of their programme in programme Handbooks, via personal tutors and on BlackBoard.

A collection of information resources exists in the areas covered by the Programme within the library and on the BlackBoard area. This includes books and a large range of relevant journals in print and electronic formats. There is the provision for the digitisation of relevant texts.

All trainees have access to the University of Manchester 'My Manchester' facility and access to both Programme areas on Blackboard and Unit areas on BlackBoard. Trainees are provided with an introduction to the library and its facilities during week one of the programme.

Academic Literacies and Skills Resources

Study skills support sessions are available to support individuals via the library and include online resources to support trainees with, for example, academic writing skills, skills in writing critically and their understanding of referencing using the Harvard Referencing System.

ICT

Trainees have access to the University of Manchester network and intranet and to the Internet via computers situated in IT clusters in B Block of Ellen Wilkinson building and around the wider university campus. Trainees have access to relevant areas of BlackBoard to support teaching and learning activity.

School Direct alliances

Each School Direct alliance is expected to share any alliance key policies, relevant reading materials and resources relating to the school led training with their trainees. Relevant resources linked to school led training days should be made available to trainees in hard copy or through an agreed electronic method, so trainees are able to enhance and support their own professional learning in these subject areas.

School roles and responsibilities

In order to ensure our trainees receive a high quality experience and are well prepared for the demands of the profession, we have clear expectations of our partners in terms of the school generally, school mentors working with individual trainees and ITT coordinators who may be supporting them.

The lead school will:

- be the main contact for communication related to School Direct allocations, quality assurance and trainee provision
- appoint a suitably qualified and experienced primary SD coordinator/lead with alliance wide responsibility for coordinating school-led SD ITE and communicating with the university. This is a vital role in the SD partnership in terms of liaison, organisation and facilitation. He/she should be seen as the manager of school-led ITE training.
- ensure any school participating in selection procedures follow the guidance and requirements outlined in the University of Manchester Admissions and Recruitment Handbook
- meet the quality assurance requirements in relation to the recruitment and selection of trainees
- interview and / or ensure host schools interview and maintain all appropriate records in line with data protection requirements
- engage in marketing the programme through, for example: Advertising their School Direct provision on lead school and partner school websites; undertaking visits to graduate fairs, Train to Teach events etc.; considering open events at the school or schools in the Partnership; Producing an events kits to include items such as flyers, to be used at different events; utilising the DfE website to promote details of events and accessing the Free DfE publications to support events
- disseminate and implement a policy and appropriate agreement for the development and quality assurance of SD ITE across its partnership of schools
- appoint a representative to the SD Board or to other consultative groups formed for particular purposes
- contribute to programme planning and development through course review working groups as well as through course evaluations
- ensure appropriate venue for training of trainees
- release the SD Coordinator and class teachers involved with SD ITE for mentor training as appropriate;
- will inform the University immediately of any significant changes of circumstances which would impact on their (or identified partnership schools) ability to provide a high quality training experience

School placements:

The lead school will:

- provide at least two contrasting training places, in opposite key stages (SE1 and SE2) a year
- provide EYFS, Enquiry and KS3 placements in line with programme expectations
- provide trainees with opportunities across the programme to plan, teach and assess in contrasting settings, including in schools in challenging circumstances
- give trainee(s) opportunities to complete subject knowledge specific to primary teaching and professional studies tasks;
- (and identified partnership schools) ensure a positive and supportive environment where the trainee(s) is/are welcomed
- (and identified partnership schools) will allocate trainee(s) to highly successful class teachers
- (and identified partnership schools) will provide trainee(s) with opportunities to observe good practice in the classroom and across the age range and to learn from, experienced teachers & coordinators
- (and identified partnership schools) will provide trainee(s) with opportunities to teach individuals, groups and the whole class in order that they meet the University requirements
- (and identified partnership schools) will provide access to policies and resources as appropriate to the pupils and subjects being taught
- (and identified partnership schools) will provide trainee(s) with the opportunity to participate fully in the life of the school including attendance at appropriate staff meetings, INSET and assemblies
- (and identified partnership schools) will participate in the University QA processes and ensure that they are supported and reflected in the school's own SD ITE policy
- (and identified partnership schools) ensure that all necessary observations are completed and each trainee receives oral and written feedback linked to the Teachers Standards in line with University requirements and paperwork
- (and identified partnership schools) will be committed to the University of Manchester key principles of quality and equity
- (and identified partnership schools) will adhere to ITT safeguarding guidelines and compliance requirements as required by University, Ofsted and Statutory regulations

- ensure completion of summative reports and attendance records for the trainee(s) by school mentors;

In addition, for the School Direct (salaried) programme, school leads will ensure that:

- trainees have three years or more work experience
- trainees have a contractual agreement with the school and that a copy of this is sent to the university
- trainees are clear that if they cannot fulfil their contract they may be withdrawn from the programme

School Direct Co-Ordinator Roles and Responsibilities

Each lead school will be expected to appoint a SD lead/coordinator with school-wide responsibility for coordinating SD ITE and overseeing trainee development. This is a vital role in the SD partnership in terms of liaison, organisation and facilitation. He/she should be seen as the lead/manager of school-based ITE training.

The SD lead/coordinator will:

- organise a timetable of school based training, in line with the content/subjects agreed at the SD planning day and as outlined in the SD handbook
- liaise with trainees to share details of the school led training arrangements and relevant timetables
- establish a timetable and overview of school-led training and ensure plans are in place and shared with trainees and the UoM SD lead
- ensure trainees have proper induction to the alliance and programme, including the sharing and understanding of the partnership agreement, key roles and policies
- ensure the delivery of the agreed school-led training programme which is consistent with the university requirements and national teacher training priorities
- monitor and evaluate the quality and impact of the school led training through QA, evaluation and trainee feedback processes
- organise opportunities for trainees to complete subject (content) specific and professional (pedagogical) studies tasks and to gain the additional experiences they need in order to achieve QTS
- liaise with the University regarding the allocation and placement of training places for all course placements for each SD trainee
- ensure that partner schools are aware of the need for school mentors to attend the relevant mentor training if they have agreed to support a trainee on SE1 or SE2
- monitor trainee progress on SE1 or SE2 by providing one QA and moderation visit, including a lesson observation, recorded on the university documentation, plus one pastoral visit (this can be a phone call, drop in or additional full visit, as appropriate to the individual trainee)
- monitor and support the work of school mentors and ensure that they understand and fulfill their role and the demands of the University Partnership ITT Curriculum
- liaise with the University Tutor and, if necessary, the Programme Director regarding any concerns about a trainee or school;

The school mentor will:

- attend the relevant university training and update or moderation meetings offered during SE1 and SE2
- ensure the trainee is familiar with, and adheres to, any relevant policies, including marking and homework
- ensure that the trainee has access to resources to deliver effective lessons
- ensure the trainee is clear about the lessons they are teaching including the focus of the lesson, organization, vocabulary, resources, safety of pupils, etc.
- support and guide the trainee's planning and, in the early stages of the placement, check ALL planning;
- ensure that the trainee maintains secure appropriate evidence related to meeting the requirements of the University Partnership ITT Curriculum and quality assurance requirements
- monitor to ensure the trainee has appropriate expectations of pupils and that pupil's work is of an appropriate standard
- monitor the trainee's attendance and progress and advises the SD lead/coordinator of any matters of concern in a timely manner
- check the trainee monitors and marks work and gives appropriate feedback
- check that the trainee makes use of assessment and can explain how it has influenced/changed their teaching
- engage in regular professional dialogue with the trainee about how s/he can improve her / his teaching and pupil's learning
- regularly (once a week) formally observe the trainee teaching and provide subject and standards related

to oral and written feedback and targets

- provide opportunities for trainees to complete PGCE assessment related 'school-based tasks'
- read and annotate the trainee's file at regular, weekly intervals and complete relevant documentation in terms of their level of attainment
- support the trainee in managing workload
- complete appropriate summative and assessment reports at the end of placement

ROLES AND RESPONSIBILITIES: TRAINEES

- Trainees are expected to be fully aware of the aims, rationale, structure, content and assessment of the PGCE programme as set out as appropriate in main primary handbook and relevant placement handbooks
- Whilst in school they should follow school policies, which will likely include but is not limited to the following:
 - maintain excellent attendance and punctuality
 - set a good example to the pupils through their personal presentation and conduct and through the standard of their spoken and written English
 - carry out, in a professional manner, tasks required by the Head Teacher, SD Coordinator, Mentor, and the University Tutor. Most importantly, plan and prepare lessons in advance and in close liaison with the designated teacher and mark work promptly in accordance with school policy
 - understand their pastoral responsibilities including the health and safety of pupils and dealing with bullying or equal opportunities issues as they arise
 - involve themselves in the general and corporate life of the school as directed by the Host school;
 - establish professional and effective relationships with staff, parents, carers and pupils and other agencies responsible for the education and welfare of pupils
 - maintain confidentiality exercising tact at all times and respecting the confidentiality of both children and teachers
 - make themselves aware of school policies and procedures and, with the guidance of the SD lead and designated teacher, apply them appropriately
 - establish and maintain a school experience files as requested
 - act on constructive advice
 - take responsibility for their own professional development
 - seek to further their experiences, set appropriate professional targets and evaluate their own performance honestly, and endeavour to keep up to date with research and developments in the subjects that they teach
 - demonstrate, and collect evidence of, achievement of meeting the demands of the University Partnership ITT Curriculum record on the university format provided
- be aware of the wider context of education and that learning takes place both in and out of school;

In order to ensure our trainees receive a high quality experience and are well prepared for the demands of the profession, we have clear commitments and expectations.

The University will:

- designate an appropriate person with responsibility for coordinating and managing the School Direct provision in relation primary trainees
- ensure that trainee(s) are subject to relevant safeguarding checks in accordance with the University of Manchester and DfE policies
- ensure compliance with the ITE requirements
- ensure PGCE provision meets university and QAA requirements.
- provide guidance and support to the lead school in relation to making decisions about appropriate placement allocations
- act as a validator of the training process taking place in a school and ensure that the trainee(s) is/are informed about their performance targets against the standards and progress
- arrange and host termly School Direct Boards to consult on relevant ITE developments and support SD partners
- share information related to the university taught course and provide clear overviews in relation to the expectations of school led training content
- offer appropriate training to the SD lead/coordinator and school mentors to support them in their roles
- provide support with and guidance with the admissions process to support recruitment and selection activities including course marketing and assessment centres
- ensure the academic and professional development of trainees by setting and marking a range of appropriate trainee written assessments.
- work with the SD school to ensure that trainee(s) is/are appropriately prepared for each key stage of their training(including experiences in pre- and post- key stages), the National Curriculum requirements and professional expectations
- Support the lead school, SD coordinator, mentors and trainees in each alliance by carrying out QA in a range of the following:
 - interviews
 - school-led training
 - mentor support
 - assessment of trainees
- respond quickly and provide support and guidance if problems arise during the course
- provide professional development activities conducted through a variety of media including Subject Tutor/Leader visits to schools, professional networks and learning materials posted on the PGCE Virtual Learning Environment (Blackboard)
- seek alliance and schools' evaluation of the support provided by the university.

School placements:

- provide mentor training so all school mentors are aware of the expectations of them in their role and of the trainees during SE1 and SE2
- provide trainees and mentors with placement handbooks outlining placement teaching expectations and subject/pedagogical knowledge tasks
- provide opportunities for mentors to attend group mentor moderation and training sessions during SE1 and SE2
- quality assure each alliance during SE1 and SE2 and share strengths and concerns with alliance lead/coordinators
- have a university tutor available to support and liaise with the alliance SD lead/coordinator and mentors during SE1 and SE2
- provide support & guidance to alliances, including joint observations where needed, for the assessment of trainee(s) identified as at risk or experiencing difficulty
- inform the trainee(s) of any serious shortcomings that might threaten the trainee's successful completion of the school experience following consultation with the alliance lead/coordinator
- track the progress of trainees towards meeting the requirements of the University Partnership ITT Curriculum and share relevant information with the SD lead/coordinator

QUALITY ASSURANCE

It is intended to ensure that the high quality of teacher education and training provided by the University of Manchester and its school partner schools is maintained and continually improved as a result of feedback from all the parties involved in the process. We ensure that school-based education and training is co-ordinated with the university elements of the course and that quality is as consistent as possible given the valued diversity of the contributors. Hence, there are a range of quality assurance procedures, which are constantly under review and development reflecting the nature of continual monitoring, evaluation and improvement systems. Below is an outline of the different roles and responsibilities associated with our quality assurance systems

External Examiners

All the university's programmes are subject to scrutiny by External Examiners who report on areas such as:

- The general standard of the work assessed, assessment against Ofsted criteria and comparability with similar levels of work nationally
- The overall performance of trainees in relation to the University Partnership ITT Curriculum, their peers in other institutions and the Teachers' Standards (2012)
- The overall strengths and areas for development of trainees
- The overall quality of knowledge and skills (both general and subject-specific) demonstrated by trainees
- The structure, organisation, design and marking of all assessments
- The quality of the training programme as indicated by trainee teacher performance.

Responsibilities

During their period of tenure, External Examiners will:

- Evaluate a sample of trainees' written work and assessments
- Review trainee documentation, observe trainees teach in school and discuss the lesson with the trainee and their mentor
- Submit an annual report to the Programme Directors identifying key strengths and areas for development of the programme.

Internal quality assurance

In working with the University of Manchester, each School Direct alliance will collaborate and be subject to some quality assurance (QA) processes to ensure quality, rigor and compliance in line with the UoM course requirements. The following QA processes also form part of the overview of the SD programme.

QA area	Purpose	Frequency/what this may involve (UR – university representative)
QA of school led training	To ensure that trainee are being provided with the training agreed by alliances by signing the partnership agreement	Mid-point trainee evaluation of school training UL analysis of school led training timetable/coverage and feedback to alliance leads to strengthen provision At least one QA visits to be arranged between the alliance and UR during school led training sessions. Report shared with the alliance to outline strengths and any recommendations

QA of trainee placements	To ensure that trainees are getting access to the support and mentoring that is expected of a UoM partner school	At least one trainee per alliance will receive a QA visit per placement with a specific focus as well as a lesson observation/moderation focus. Any areas of concern will be raised with the alliance lead by the UR.
QA of recruitment processes within SD alliances	To ensure that UoM recruitment requirements and compliance elements are adhered to	<p>½ day training session for all alliance leads in Autumn term</p> <p>1 QA visit per recruitment cycle, per alliance</p> <p>Support given where needed, particularly for new SD alliances. Written report shared with alliance lead</p>

Communication between the University and SD partners is a crucial part in the successful outcomes of the programmes for our trainees and partners. Where needed, bespoke support will be offered to alliances, in order for the quality of the SD provision to be maintained and continually reflected upon. New alliances will be supported to ensure they are clear about the expectations of the partnership.

The SD programme evolves in response to both trainee and partner feedback, current legislation and our own quality assurance processes. These changes are shared through regular email communication, SD primary lead board meetings and collaborative SD planning days with partners.

Internal and external university moderation

Internal moderation

Trainees:

As previously mentioned, trainees may be visited by an additional university tutor as part of the internal quality assurance process in respect of the moderation of school experience. They may also be visited by a widening access and participation (WAPP) coach if, either, the trainee requests this support or the university tutor suggests that they are eligible and may benefit from this support.

Alliance moderation:

Alliances are encouraged to establish their own moderation and QA processes, to ensure the quality of the training (school led training) and school mentor support (placements) that trainees receive. This process and approach should be shared within the SD policy and partnership agreement established with school partners. The organisation and format of this is left to the discretion of each alliance although there is an expectation that all trainees will receive one support/moderation visit from a representative for the alliance per placement and that relevant documents will be completed and shared with the trainee (See Primary SD Partner Handbook).

The university external examiners will visit a sample of up to 10% of candidates chosen to be representative of the range of grades awarded and geographical representation. This process is to gain feedback about the quality, rigour and consistency of our course. The attainment of individual trainees, as agreed by the internal examiners, cannot be changed as the result of a single lesson observation by an external examiner. All trainees and schools involved in external moderation will be contacted prior to any visit and SD alliance leads are asked to support this process where needed.

All of our trainees may be subject to a visit or being part of a focus group if we are involved in an Ofsted ITE inspection or as part of our annual external examiners visit. The SD lead will endeavour to notify schools and trainees as far in advance as possible if this is the case and support will be offered to all parties involved in the process.

Placement and ratification

Attainment on teaching placements and in written assignments are provisional and are subject to moderation and ratification at the end of the programme by the exam board. The university exam board have the final say on attainment based upon the profile of the trainee across the programme.

ORGANISATION AND MANAGEMENT OF THE PARTNERSHIP

All personnel involved in the ITT partnership have a shared responsibility to ensure that they are appropriately prepared for their role and able to support a high quality training experience for trainees.

This responsibility requires that all involved in ITT:

- Know and understand the Secretary of State's Requirements for Initial Teacher Training Core Content (2019) and the Teachers' Standards (2012)(DfE)
- Observe the requirements expressed in the ITT for the inspection of initial teacher education (OfSTED, 2020)
- Are committed to and aware of the expectations in relation to safeguarding
- Promote equality of opportunity and avoid discrimination in their teaching and work with other colleagues
- Act as appropriate and professional role models for colleagues, trainees, learners, parents and carers
- Know and understand the expectations and requirements of University of Manchester Training model, as set out in the Mentor Resource Site <http://www.mie-teacher-education.uk>, Username: PGCE, Password: PRIMARY
- Engage with training and professional development activities, briefings and meetings which are provided.

Committee Structure

To support the points above, the partnership is overseen and managed through a collaborative committee structure which operates at leadership and programme levels. Such committees provide collaborative forums for the consideration of the performance of ITT programmes and inform decision making relating to improvement and response to policy directives. The committees below are directly relevant to school partners. These management processes ensure that all involved in the programme are represented fully and able to contribute to programme planning and development. Each committee steers and/or contributes directly to the shaping of ITT provision.

School Direct Board

The School Direct Board is made up of representatives who are working with the University of Manchester on School Direct. Three formal board meetings take place each year with ad hoc meetings taking place as needed. The Director of Partnerships for ITE chairs the meeting with specific responsibility for School Direct.

Primary Programme Advisory Committee (PAC)

The Primary Programme Advisory Committee (PAC) meets at least twice each academic year to discuss primary partnership matters with representation from the university tutor team and senior school leaders. It is expected that each cluster sends representation to this committee meeting. Consultation around government, faculty or course changes are shared and discussed as well as collaborative sessions around the profession generally. This is a key governance element in the design of our PGCE course and school partner views and contributions are vital within any decision making or change processes.

Student Committee

The Student Committee meets termly to support the programme review and evaluation. It includes trainee representation from each of the clusters and school direct trainees and allows feedback from placement and school experience alongside course feedback to be shared in a professional manner.

Primary Core Team and Professional Tutor Team

Primary Core Team and Professional Tutors Team meet regularly throughout the year and enable dissemination of information and discussion amongst university-based staff. Relevant outcomes, SD specific feedback and key messages will be shared with SD partners by the university SD lead.

Other committees within the university include:

Safeguarding Board
Suitability Committee
ITET Programmes Committee
MIE Teaching and Learning Committee

SELECTION AND RECRUITMENT

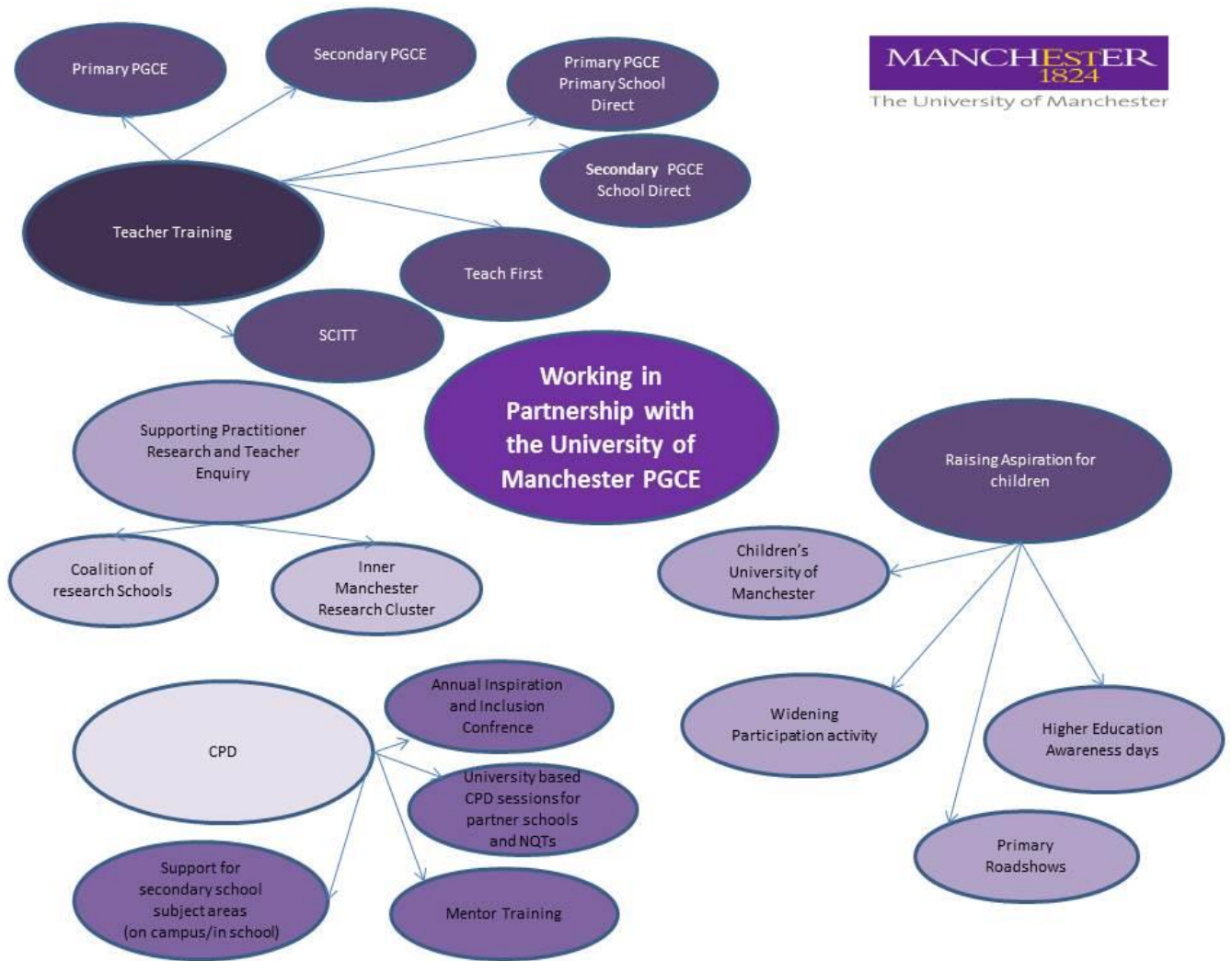
As part of School Direct, Lead Schools are an extension of the University of Manchester admissions process as well as playing a key role in selecting trainees who are about to embark on a demanding postgraduate course of study in addition to potentially selecting their future colleagues. This is a high stakes activity, which requires a commitment of time and transparency of process. Full details about the selection process, and accompanying documentation are available in the School Direct Admissions Handbook.

Further to the above the points below are taken from DfE School Direct guidance to further reinforce key requirements related to School Direct recruitment processes:

1. The recruitment period must be long enough to allow open and fair access to places and well-communicated to potential trainees, but schools should be aware that much recruitment, especially primary, tends to be completed before January.
2. Schools should take the lead in interviewing and selecting candidates, but all School Direct candidates will also have to meet the entry requirements of the school's chosen provider. Providers can decline to take candidates. All School Direct candidates must meet ITT eligibility and entry criteria as set out in the [ITT criteria](#) and [funding manuals](#).
3. Providers retain the final accountability for ensuring that all trainees meet all of the ITT criteria. If the candidate fails the provider's entry requirements they will be declined by the provider and cannot be offered the School Direct place. For more information on this and the ITT criteria please see Section 4 of the [School Direct Operations Manual](#).
4. Recruitment activities should be high quality, open and transparent and will be subject to inspection by Ofsted. The recruitment period must be long enough to allow open and fair access to places and well communicated to potential trainees.
5. Schools should be open on their recruitment needs with their teacher training providers. It is the provider who remains accountable for ensuring trainees meet their ITT entry criteria and has the final decision on the choice of a trainee. Whilst the ITT requirements and Ofsted criteria would not prevent a school putting forward internal candidates, schools and providers should satisfy themselves that rigorous processes were being followed to identify candidates.

PROFESSIONAL DEVELOPMENT OPPORTUNITIES FOR COLLEAGUES WITHIN THE PARTNERSHIP

The University of Manchester and the Primary PGCE team are firmly committed to supporting partnership schools and, in particular, alumni of the University of Manchester with their professional development, and our work with our partners schools is extensive.



As part of our PGCE programmes, each year we offer a broad range of CPD activity, based on the needs of our trainees, ECTS and requests from school partners. Sessions are typically free of cost to partner schools and each year a CPD handbook is devised.

Inclusion and Inspiration Conference

In addition to CPD sessions, we host an annual Inclusion and Inspiration conference, typically in January each year, which is open to all trainees, ECTs and partner schools. Inspirational guest speakers from across the University and PGCE partnership share their expertise and experience and give delegates an opportunity to discuss, debate and reflect upon the need for social justice in our education system. Participation enables delegates to:

- hear about the latest research on inclusive practice
- examine different approaches to inclusion in their specific context
- participate in practical, thought-provoking sessions which will
- enhance their classroom practice
- network with colleagues in university and schools.

Inner Manchester Research Cluster

The Primary PGCE Programme also offers the opportunity for a group of partner schools to work with university-based staff to look at a context-specific issue and to support the individual schools in developing and leading their own enquiry project. The research team lead 6 half-termly university sessions for the participants to build understanding and confidence in designing a project question; identifying appropriate methodologies for data collection; evaluating data and presenting the data as an evidence-based poster at a conference for school-based colleagues. The aim is to build professional enquiry capability both for the individual participants and for the wider school community.

In addition to CPD activity offered by the PGCE teams, access to wider university events, research and initiatives is also available. For example:

- **Higher Education Awareness Days at Manchester** are for Year 6 pupils from targeted schools, whom we invite onto our campus along with their teachers, in order to meet students and find out more about university and student life. Up to 30 pupils from your school can visit at any one time. Pupils participate in three sessions that will give them a real awareness of campus life.
- **Primary Roadshows** bring the University to a school hall. A team of Manchester staff and student ambassadors and advisers visit local schools and undertake a series of fun, hands-on activities that introduce Year 5 pupils to the different dimensions of university life, and recreate the excitement and vibrancy of a university campus. University staff also deliver a curriculum enrichment session to help pupils with topics related to Key Stage 2. Previous topics have included: Healthy living, Multicultural Manchester, Anatomy and Ancient Egypt
- **Guided campus visits for Year 8, 9 and 10 school** groups encourage teachers of pre-16 students to bring groups of their pupils to visit The University of Manchester campus in order to get a taste of university life, find out more about higher education in general and gain an insight into student life at Manchester.

In addition, partners receive regular updates and information throughout the year about access to additional university events and research opportunities.

FINANCIAL ARRANGEMENTS

Payment Made to Schools Direct Schools

It is a requirement that the University of Manchester demonstrates efficient use of its resources and it is the responsibility of School Direct Schools to inform the University upon request of how funding is used effectively to support the development of initial teacher training.

School Direct (non-salaried) payments –

Payments to schools for non-salaried trainees will be as follows:

School Direct Route A Trainees - £2200 per trainee

Payments will be made as follows: 25% to be paid in January on completion of autumn term or withdrawal - 25% to be paid in April on completion of Spring term or withdrawal - 50% to be paid in June on completion of Summer term or withdrawal.

A purchase order will be raised by the University of Manchester within the first week of January, April & June inviting schools to invoice the University for their payment. This is with a view to making payment within 30 days.

If a trainee was withdrawn during their studies the tuition fees paid to the School will be as follows: 1st Term - 25% of £2200 (Route A) paid - 2nd Term – 25% of £2200 (Route A) will be paid (totaling 50% paid to the school) - 3rd Term - Remainder of payment to be made.

If a trainee was to interrupt during their studies the tuition fees paid to the School will be as follows: Completion of 1st Term - 25% of £2200 (Route A).

- Completion of 2nd Term – 25% of £2200 (Route A) will be paid (totaling 50% paid to the school) - Completion of 3rd Term - Remainder of payment to be made.

School Direct Salaried payments –

Payments to University for salaried trainees will be as follows:

School Direct Route A Trainees - £6800

The DfE will pay Lead Schools in equal monthly installments from September to July.

Based on the above information, Lead Schools will make payment to the University in 3 equal installments in January, April & June; a purchase order will be raised by the Lead School within the first week of January, April & June inviting the University to invoice the Lead School for their payment. This is with a view to making payment within 30 days.

If a trainee was to interrupt or withdraw during their studies tuition fees due to the University would be calculated on a monthly basis, and where the trainee was in attendance on the 1st of the month the University is entitled to receive full payment from the Lead School.

School Direct Bespoke - to be agreed by individual contract.

PARTNERSHIP AGREEMENT PART TWO

THIS AGREEMENT dated _____ is made BETWEEN:

THE UNIVERSITY OF MANCHESTER (a Royal Charter corporation registered under number RC 000797, an exempt charity) of Oxford Road, Manchester M13 9PL, United Kingdom ("the University"); and

_____ whose [registered office]
[principal place of business] is at _____ ("the Partner").

WHEREAS:

- A The Partner and the University to work together in providing training for teaching staff.
- B The University acting through Dr Lisa Murtagh (Head of ITE) of the Manchester Institute of Education has the expertise to conduct the academic teaching and assessment of the students.
- C The Partner has the expertise to conduct the on-site training and assessment of the students at its own premises or those of an associated school.
- D The Partner and the University wish to define the basis on which they conduct the training.

1 Definitions

In these Conditions (unless the context otherwise requires):

"Background Intellectual Property"	means any Intellectual Property made available by any Party for use in the Project or necessary to exploit the Foreground Intellectual Property, but not arising from and developed in the course of the Project and belonging to such Party or to which such Party has rights which permits its use in the Project and to exploit the Foreground Intellectual Property.
"Conditions"	means the terms and conditions contained herein.
"Confidential Information"	means all secret or not generally known information or information which is not easily accessible to others or of a commercially sensitive nature disclosed or made available in any way by one Party ("Discloser") to the other ("Recipient") for use in connection with the Project (including the Background Intellectual Property and Foreground Intellectual Property of the Discloser) and marked or labelled by the Discloser as "Proprietary", "Confidential" or "Sensitive" at the time of disclosure.
"Contract"	means the contract between the University and the Partner for the sale and purchase of the Services as described in Schedule 1;
"Foreground Intellectual Property"	means any Intellectual Property arising from and developed in the course of the Project.

“Intellectual Property”	means all intellectual and industrial property rights including without limitation patents, know-how, trade-marks, registered designs, applications for and rights to apply for any of the foregoing, unregistered design rights, unregistered trade-marks and copyright (including, without limitation, copyright in drawings, plans, specifications, designs and computer software), database rights, topography rights, any rights in any invention, discovery or process, in each case in the United Kingdom and all other countries in the world.
“Normal Business Hours”	means the hours between 9am and 5pm, Monday to Friday excluding public holidays;
“Services”	means the services (or any instalment of part thereof) described in Schedule 1 to be undertaken by any Party;
“Third Party School”	means any school providing the Services on behalf of the Partner;
“VAT”	means Value Added Tax. Where Value Added Tax is applicable, all payments under this Contract shall be accompanied by Value Added Tax at the rate for the time being in force.

1.2 Headings in these Conditions shall not affect their interpretation.

1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.4 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.5 A reference to writing or written includes faxes and e-mail.

1.6 Any obligation in this Contract on a person not to do something includes, without limitation, an obligation not to agree, allow, permit or acquiesce in that thing being done

2 Fees and Payment

2.1 The University will pay to the Partner the fees as set out in Part 1.

2.2 Value Added Tax, where applicable, must be shown separately on all invoices.

2.3 Fees may be varied from year to year, and the Parties will discuss and agree such fees annually in advance.

3 Quality

3.1 The Parties will use reasonable endeavours to provide adequate facilities; to obtain any requisite materials, equipment and personnel; and to carry out the Services diligently in each case. The Services will be carried out by the Parties to the highest standards in the field. Where the Services are carried out by a Third Party School, the Partner will ensure that the Services are carried out in compliance with the Services and the standards as set out by the University.

- 3.2 The Partner will ensure that the Services are carried out in compliance with the University's standards as notified in advance, and that all Third Party Schools reach and maintain the required standard of accreditation. Should the Partner or Third Party School fail to reach the required standard at any time, the Partner will inform the University as soon as reasonably possible. The Parties will discuss and agree together whether the Services should be transferred to an alternate Third Party School or the Contract should be terminated instead.
- 3.3 In the event that either Party should be unable to meet the required standards, then the Parties will discuss and agree together measures to rectify the situation.

4 Students

- 4.1 Students will be interviewed in the first instance by the Partner, in accordance with the University's policies and required academic standards. The University will undertake additional assessments as deemed appropriate for those students selected by the Partner. The University's decision shall prevail.
- 4.2 Students will be registered with the University and will be subject to the University's regulations. Should the student have a grievance, they will bring it to the attention of the University in the first instance. The University will take such action as prescribed in its policies and procedures.
- 4.3 While on the premises of the Partner or Third Party School, the student will follow all their reasonable instructions regarding behaviour and health and safety as are notified to them.

5 Term and Termination

- 5.1 The Contract shall come into force on 2020, unless otherwise agreed between the Parties. The terms shall be for two years, renewable thereafter in annual periods to a maximum term of five years.
- 5.2 Either Party may terminate this Contract by giving two months' notice in advance. In the event that the Contract is terminated during the course of a period of study, then the Parties will work together to ensure that all students registered will be able to complete the study and achieve (subject to reaching the necessary standards) the appropriate award.
- 5.3 Either Party shall be entitled to terminate the Contract without liability to the other forthwith upon written notice:
- 5.3.1 if the other Party becomes bankrupt, insolvent, compounds with its creditors, has distress or execution levied upon its property, is wound up, goes into liquidation (except for the purposes of a bona fide reconstruction), shall have a receiver, administrative receiver, or administrator appointed of the whole or any part of its assets, or shall suffer the appointment of any similar person under the laws of its domicile; or
- 5.3.2 ceases or threatens to cease to carry on business; or
- 5.3.3 is in material breach of its obligations under the Contract and fails to remedy the breach (when capable of remedy) within 30 days of a notice from the innocent Party specifying the breach.

6 Intellectual Property

- 6.1 Any and all Background Intellectual Property is and shall remain, as between the Parties, the exclusive property of the Party making such Background Intellectual Property

available. Each Party hereby grants to the other Party a non exclusive, royalty-free licence to use its Background Intellectual Property for the purpose of carrying out the Services and for no other purpose whatsoever.

- 6.2 Foreground Intellectual Property shall be the property of the Party creating it. Each Party grants to the other a royalty-free, non-exclusive license to use such Foreground Intellectual Property for the purpose of carrying out the Services and for no other purpose whatsoever.

7 Liability

- 7.1 Each Party undertakes to indemnify and hold harmless the other and its employees, students, agents and appointees from any and all claims arising from allegations made by third parties in connection with the use by the other Party and its employees, students, agents and appointees of data and/or materials supplied by the first Party to the other for use on the Services or otherwise.
- 7.2 Subject to Clause 7.4, no Party shall have liability for any loss of profit (direct or indirect); loss of revenue, loss of production or loss of business (in each case whether direct or indirect); loss of goodwill, loss of reputation or loss of opportunity (in each case whether direct or indirect); loss of anticipated saving or loss of margin (in each case whether direct or indirect); liability to third parties (whether direct or indirect); or indirect, consequential or special loss arising out of or in connection with this Contract, whether in contract, tort, misrepresentation, under statute or otherwise, howsoever caused including negligence and any liability under an indemnity contained in this Contract and/or arising from a breach of, or a failure to perform or defect or delay in performance of, any of Parties obligations under this Contract.
- 7.3 In any event, the maximum liability of either Party to the other under or otherwise in connection with this Contract or its subject-matter shall, subject to Clause 7.4, not exceed the fees paid or payable for the period of 12 months immediately preceding the date on which the cause of action accrues.
- 7.4 Nothing in this Agreement shall restrict the liability of either Party for death or personal injury arising from its negligence or for fraud.
- 7.8 If any sub-Clause of this Clause 7 is held to be invalid or unenforceable under any applicable statute or rule of law then it shall be deemed to be omitted, and if as a result any Party becomes liable for loss or damage which would otherwise have been excluded then such liability shall be subject to the remaining sub-Clauses of this Clause 7.

8 Force majeure

- 8.1 Neither party shall be liable to the other or deemed to be in breach of Contract by reason of any delay in performance or any failure to perform any of its obligations in relation to the provision of the Services, if the delay or failure was beyond its reasonable control including (but not limited to) strikes, lock-outs, accidents, war, fire, reduction in or unavailability of power or breakdown of plant or machinery. If the cause of such suspension shall continue for more than 6 months either party shall have the right to terminate the Contract upon giving not less than 7 days' prior written notice to the other and the only liability of the University shall be to pay the Partner for the Services performed prior to the date of such suspension.

9 Publicity

- 9.1 Neither the University nor the Partner shall use the name of the other in any press release or product advertising, or for any other commercial purpose, without the prior written consent of the other. The Lead Partner shall ensure that any Third Party School will comply with this Clause 9.

- 9.2 All marketing materials shall be agreed between the Parties in advance of publication. All proposed marketing materials shall be sent by the publishing Party to the other not less than thirty (30) days in advance of publication or presentation, for approval by the other Party, such approval shall not be unreasonably withheld or delayed. The receiving Party has thirty (30) days to raise any reasonable objections to the marketing material.
- 9.3 Notification of the requirement for delay in submission for publication or presentation must be received by the publishing Party within thirty (30) days following receipt of the proposed publication or presentation to the other Party failing which the other Party shall be deemed to have approved the proposed marketing material.

10 Confidentiality

- 10.1 Each Party will use reasonable endeavours not to disclose to any third party any Confidential Information and not to make to any third party any disclosure of Confidential Information which would prejudice either the rights of the other Party under or pursuant to this Contract. Any information disclosed orally that is identified as Confidential Information shall be confirmed in writing within 30 days of disclosure and will be treated the same as if it had been reduced to a tangible form at the time of disclosure.
- 10.2 The Recipient shall be entitled to use the Confidential Information only for the purposes of the Services and to disclose the Confidential Information in confidence to such of its employees that need to know in order to carry out that Party's obligations under this Contract.
- 10.3 The Recipient shall incur no obligation under Clause 10.1 with respect to information which:
- 10.3.1 is known to the Recipient before the commencement date, and not impressed already with any obligation of confidentiality to the Discloser; or
 - 10.3.2 is or becomes publicly known without the fault of the Recipient; or
 - 10.3.3 is obtained by the Recipient from a third party in circumstances where the Recipient has no reason to believe that there has been a breach of an obligation of confidentiality owed to the Discloser; or
 - 10.3.4 is independently developed by the Recipient; or
 - 10.3.5 is approved for release in writing by an authorised representative of the Discloser; or
 - 10.3.6 the Recipient is specifically required to disclose pursuant to an order of any Court of competent jurisdiction in order to fulfil the Court Order but the Recipient is only released from its obligation to the extent of such order.
- 10.4 Each Party acknowledges that the other is subject to the provisions of the Freedom of Information Act 2000 (as amended from time to time) and that each Party is therefore subject to legal duties which may require the disclosure of information in relation to this contract. If either Party holds information in relation to this Contract on behalf of the other, the other agrees to assist and cooperate with the University to enable it to comply with the Freedom of Information Act 2000.

11 Data Protection

- 11.1 Each Party agrees to comply with its obligations as set out in Schedule 1 (Data Protection) of this Contract.

12 Notices

12.1 The University's representative for the purpose of receiving payments, reports and other notices shall until further notice be:-

The Administrator (Carole Burton)
Manchester Institute of Education
The University of Manchester
Oxford Road
MANCHESTER M13 9PL
United Kingdom

The Partner's representative for the purpose of receiving invoices, reports and other notices shall until further notice be:-

< _____ >
< _____ >
< _____ >
< _____ >
< _____ >

12.2 The payment, report or notice will be deemed to have been duly made, delivered or served:

12.2.1 if delivered by hand, at the time of delivery;

12.2.2 if delivered by post, 48 hours after being posted or in the case of Airmail 14 days (excluding Saturdays, Sundays and public holidays) after being posted.

13 Dispute Resolution

13.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute arising between them out of or in connection with this Agreement within 30 working days of the dispute arising.

13.2 If the dispute cannot be resolved, then the Parties shall attempt to settle it by mediation in accordance with the Centre for Dispute Resolution ("CEDR") Model Mediation Procedure from time-to-time in force.

13.3 To initiate the mediation a Party to this Agreement must give notice in writing (the "ADR Notice") to the other Party requesting a mediation in accordance with this Clause 15. The mediation is to take place not later than 30 working days after the ADR Notice. If there is any issue regarding the conduct of the mediation upon which the Parties cannot agree within 14 working days of the ADR Notice, then CEDR shall, at the request of either Party, decide the issue for the Parties, having consulted with them. Unless otherwise agreed by the Parties, the place of mediation shall be nominated by the mediator.

13.4 Unless otherwise agreed, all negotiations connected with the dispute and any settlement shall be conducted in confidence and without prejudice to the rights of the Parties in any future proceedings.

13.5 If the Parties reach agreement on the resolution of the dispute, the agreement shall be reduced to writing and shall be binding on the Parties once it is signed by both Parties.

13.6 If the Parties fail to reach agreement within 60 working days of the initiation of the mediation, or such longer period as may be agreed by the Parties, then any dispute or difference between them may be referred to the courts.

13.7 The commencement of a mediation shall not prevent the Parties commencing or continuing court proceedings.

14 Bribery Act

- 14.1 Each Party shall, and shall procure that persons associated with it who are working under this Agreement, shall:
- 14.1.1 comply with all applicable laws, statutes, regulations and sanctions relating to anti-bribery and anti-corruption, including but not limited to the Bribery Act 2010 and any guidance provided by the British Council from time to time;
 - 14.1.2 not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the United Kingdom;
 - 14.1.3 have in place throughout the Services, its own policies and procedures relating to anti-bribery and anti-corruption, including but not limited to adequate procedures under the Bribery Act 2010 to ensure compliance with the Bribery Act 2010 and will enforce them where appropriate; and
 - 14.1.4 promptly report to the other Party any request or demand for any undue financial or other advantage of any kind received by or on behalf of the Sponsor in connection with the performance of this Agreement.
- 17.2 For the purpose of this Clause 14, the meaning of “adequate procedures” and “foreign public official” and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively. For the purposes of this Clause 14, a person associated with either Party includes, but is not limited to, any subcontractor of that Party.

15 Insurance

- 15.1 During this Contract and for a period of one year afterwards each Party shall maintain in force the following insurance policies with reputable insurance companies:
- 15.1.1 public liability insurance with a limit of at least £10 million a claim; and
 - 15.1.2 professional indemnity insurance with a limit of at least £5 million for claims arising from a single event or series of related events in a single calendar year.

16 Law and Jurisdiction

- 16.1 This Agreement shall be construed and governed in accordance with English Law and the Parties agree to submit to the non-exclusive jurisdiction of the English Courts for all contractual and non-contractual disputes.

17 General

- 17.1 These Conditions shall apply to the Contract to the exclusion of any other terms and conditions contained or referred to in any acknowledgment of any purchase order, form of Contract, letter, or other communication sent by the one Party to the other.
- 17.2 Any concession made or leeway allowed by one Party to the other shall not affect the strict rights of the Parties under the Contract.
- 17.3 If in any particular case any of the Clauses in this Contract shall be held to be invalid or shall not apply to the Contract the remaining Clauses shall continue in full force and effect.
- 17.4 No variation to these terms and conditions shall be binding unless expressly agreed in

writing by the Parties.

- 17.5 In the event of any inconsistency between these terms and conditions and any other document or form of communication between the Parties these terms and conditions shall prevail unless expressly varied in writing and signed by the Parties.
- 17.6 No person who is not a party to this Contract is entitled to enforce any of its terms, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- 17.7 If any Party's employees engaged in providing the Services attend premises under the control or in the possession of the other Party, that Party agrees that they will act at all times in accordance with the rules and regulations of the host Party.

AS WITNESS the hands of authorised signatories for the Parties on the date first mentioned above.

SIGNED on behalf of **THE UNIVERSITY OF MANCHESTER**

Name:

Position:

Signature:

AGREED on behalf of **THE MANCHESTER INSTITUTE OF EDUCATION**

Name:

Position:

Signature:

SIGNED on behalf of **NAME** (School Direct Lead School)

Name:

Position:

Signature:

SCHEDULE 1

DATA PROTECTION

1. DEFINITIONS

1.1. In this Schedule the following definitions shall apply:

Controller, Processor and Data Subject	shall have the meaning given to those terms in the applicable Data Protection Laws;
Data Protection Laws	means any data protection legislation from time to time in force in the UK including the Data Protection Act 2018 (DPA) or any successor legislation and (for so long as and to the extent that the law of the European Union has legal effect in the UK) the GDPR and any other directly applicable European Union regulation relating to protection of individuals with regards to the Processing of Personal Data;
Data Processing Particulars	means, in relation to any Processing under this Agreement: (a) the subject matter and duration of the Processing; (b) the nature and purpose of the Processing; (c) the type of Personal Data being Processed; and (d) the categories of Data Subjects.
GDPR	means Regulation (EU) 2016/679 of the European Parliament;
ICO	means the UK Information Commissioner's Office, or any successor or replacement body from time to time;
Losses	means all losses, penalties, liabilities, damages, costs, charges, claims, amounts paid in settlement and expenses (including reasonable legal fees), disbursements, costs of investigation (including forensic investigation), litigation, settlement (including ex gratia payments), judgment, interest and penalties), other reasonable professional charges and expenses, disbursements, cost of breach notification including notifications to the data subject, cost of complaints handling (including providing data subjects with credit reference checks, setting up contact centres (e.g. call centres) and making ex gratia payments), all whether arising in contract, tort (including negligence), breach of statutory duty or otherwise;
Personal Data	means any personal data (as defined in the Data Protection Laws) Processed by either Institution in connection with this Agreement, and for the purposes of this Agreement includes Special Category Data (as such Personal Data is more particularly described in Appendix 1 (<i>Data Processing Particulars</i>));
Personal Data Breach	has the meaning set out in the Data Protection Laws and for the avoidance of doubt , includes a breach of Paragraph 2.2.2(c);
Processing	has the meaning set out in the Data Protection Laws (and Process and Processed shall be construed accordingly);

Restricted Country	means a country, territory or jurisdiction outside of the European Economic Area which the EU Commission has not deemed to provide adequate protection in accordance with Article 45(1) of the GDPR;
Security Requirements	means the requirements regarding the security of Personal Data, as set out in the Data Protection Laws (including, in particular, the sixth data protection principle of the DPA and/or the measures set out in Article 32(1) of the GDPR (taking due account of the matters described in Article 32(2) of the GDPR)) as applicable; and
Special Category Data	means Personal Data that reveals special categories of data as are listed in Article 9(1) of the GDPR, namely, race, ethnic origin, politics, religion, trade union membership, genetics, biometrics (where used for identification purposes), health, sex life or sexual orientation.

1.

2. DATA PROTECTION

2.1. Nature of the Processing

2.1.1. The Parties acknowledge that the factual arrangements between them dictate the role of each Institution in respect of the Data Protection Laws. Notwithstanding the foregoing, each Party agrees that the nature of the Processing under this Agreement will be as follows:

2.1.1.1. the Parties shall each Process the Personal Data;

2.1.1.2. each Party shall act as a Controller in respect of the Processing of the Personal Data on its own behalf and in particular each shall be a Controller of the Personal Data acting individually and in common, as follows:

2.1.1.2.1. Manchester shall be a Controller where it is Processing Personal Data in relation to the management and administration of the provision of the PGCE at Manchester and

2.1.1.2.2. The Partner shall be a Controller where it is Processing Personal Data in relation to the management and administration of the PGCE at the Partner

2.1.1.3. Each of the Parties acknowledges and agrees that Appendix 1 (*Data Processing Particulars*) is an accurate description of the Data Processing Particulars.

2.2. Data Controller Obligations

2.2.1. Each Party shall in relation to the Processing of the Personal Data comply with its respective obligations under the Data Protection Laws.

2.2.2. Without limiting the generality of the obligation set out in Paragraph 2.2.1, in particular, each Party shall:

2.2.2.1. ensure that all fair processing notices have been given (and/or, as applicable, consents obtained) and are sufficient in scope to enable each Party to Process the Personal Data as required in order to obtain the benefit of its

rights and to fulfil its obligations under this Agreement in accordance with the Data Protection Laws;

2.2.2.2. ensure that all Personal Data disclosed or transferred to, or accessed by, the other Party is accurate and up-to-date, as well as adequate, relevant and not excessive to enable either Party to Process the Personal Data as envisaged under this Agreement;

2.2.2.3. ensure that appropriate technical and organisational security measures are in place sufficient to comply with at least the obligations imposed on the Controller by the Security Requirements;

1. and where requested the Partner shall provide to Manchester evidence of its compliance with such requirements;

2.2.2.4. support the other Party to make any required notifications to the ICO and/or other equivalent relevant regulator and affected Data Subjects;

2.2.2.5. notify the other Party in writing without undue delay and, in any event, within twenty-four (24) hours of it becoming aware of any actual or suspected Personal Data Breach in relation to the Personal Data received from the other Party and shall, within such timescale to be agreed by the Party (acting reasonably and in good faith):

2.2.2.5.1. implement any measures necessary to restore the security of compromised Personal Data; and

2.2.2.5.2. support the other Party to make any required notifications to the ICO and/or other equivalent relevant regulator and affected Data Subjects;

2.2.2.6. take reasonable steps to ensure the reliability of any of its personnel who have access to the Personal Data;

2.2.2.7. not transfer any Personal Data it is Processing to a Restricted Country; and

2.2.2.8. hold the information contained in the Personal Data confidentially and under at least the conditions of confidence as such Party holds Personal Data Processed by it other than the Personal Data.

3. Transfer of Special Category Data

3.1. The Parties may Process Special Category Data in relation to the activities carried out under the Agreement (including in the event of an emergency). Where this is the case, the legal basis for such Processing of Special Category Data pursuant to Article 9(2) of the GDPR is performance of the contract/legitimate interests.

Appendix 1

Data Processing Particulars

The subject matter and duration of the Processing	<p>Provision of the PGCE programme as set out in Part 1</p> <p>Duration of the Processing will be in line with Manchester's records retention policy.</p> <p>The legal basis for the Processing is performance of the contract/legitimate interest</p>
The nature and purpose of the Processing	<p>Manchester as a Controller will process Personal Data in relation to the management and administration of the provision of the PGCE at Manchester;</p> <p>The Partner as a Controller will process Personal Data in relation to the management and administration of the PGCE at the Partner institution</p>
The type of Personal Data being Processed	<p>Routinely Processed Personal Data:</p> <ul style="list-style-type: none"> • Names, • Date of Birth • Sex • Gender • Nationality • Email and postal addresses • Evaluation performance information in the forms included in relevant programme handbooks
The categories of Data Subjects	<p>The Trainees enrolled on the PGCE programme</p>

