



Appendices to Hub Partnership and Service Level Agreements (with effect from September 2020)

INTRODUCTION

The following appendices should be read in conjunction with your hub partnership agreement / service level agreement. There are three types of agreement:

- Hub Partnership & Service Level Agreement (HP&SLA) - provision of grant funding and services
- Hub Partnership Agreement (HPA) - provision of grant funding only
- Service Level Agreement (SLA) - provision of services only

Your agreement will detail which appendices are applicable dependent upon the type of agreement we have in place with you. A summary of these is below:

Page	Appendix		Agreement type		
	No.	Title	HP&SLA	HPA	SLA
2	I.	Criteria for Grant Funding	✓	✓	✗
3	II.	Service Level Agreement: Terms and Conditions	✓	✗	✓
5	III.	Data Processing Agreement	✓	✓	✓

Schools' attention is drawn in particular to the sections in Appendix I. which are highlighted in yellow. These designate temporary alterations or dispensations put in place in light of the COVID-19 pandemic.

This document can be found and read on our website:

<https://www.lovemusictrust.com/schools/gateway/>

APPENDIX I.

CRITERIA FOR GRANT FUNDING

The criteria for payment of grant funding is as follows;

- a) The guiding principles of the funding are that;
 - i. the **First Access Grant** must go towards offsetting the cost of a programme that gives all children in at least one year group the opportunity to learn a musical instrument. **To accommodate essential alterations necessitated by the COVID-19 pandemic, schools may choose to follow an alternative programme where the use of instruments would present a risk. The content of this programme will be agreed with the Love Music Trust before any funding is issued. The programme should be delivered by the person or organisation would ordinarily deliver your First Access programme.** Learning should take place for a minimum of a ten consecutive weeks (notwithstanding staff illness, school closures, trips etc.) **in sessions of no less than 30 minutes duration. Where instruments are used (see above),** for the duration of each session, every pupil should have practical use of their own instrument (i.e. not sharing use of an instrument with another pupil, unless appropriate e.g. keyboard). 2020/21 First Access grant funding which remains unclaimed at the end of July 2020 may be re-allocated to alternative educational initiatives as deemed appropriate by the Trust's management, steering group and trustees.
 - ii. the **Continuation Grant** must go towards assisting pupils who took part in a First Access programme during 2019/20 to continue to learn an instrument in 2020/21. Where a school runs a one- or two-term first access programme which concludes before the end of the academic year, the funding may support a continuation project which runs within that same academic year. It can only be spent on provision which a school makes itself (i.e. its own staff, services purchased by a school from an external provider) and cannot be claimed where parents pay a third party directly for tuition. NB: Your Continuation Grant may be applied to offset the cost of your First Access (Wider Opportunities) programme where the provision purchased is delivered to two (or more) year groups/cohorts. 2020/21 Continuation grant funding which remains unclaimed at the end of July 2020 may be re-allocated to alternative educational initiatives as deemed appropriate by the Trust's management, steering group and trustees.
 - iii. the **Music Engagement Grant** is available to secondary and special schools to develop new musical activity. In order to claim the grant, you must submit a short online application, detailing what the funding will go towards.
- b) **The requirement to complete the 2019/20 Data Return has been removed by the Department for Education. You will not be asked to complete the annual musical activity survey. It is, however, fully anticipated that this will return for the 2020/21 academic year.**
- c) Where schools enter into a grant funding agreement, it is understood that this constitutes the school working as a partner of the music education hub for Cheshire East.
- d) Other than for tuition delivered by the Love Music Trust, copy invoices / statements will need to be provided to show that the total grant given has not exceeded the amount spent by a school.
- e) Your school will agree to follow the Cheshire East Framework for the Quality Assurance of Music Education. This can be viewed at <http://lovemusictrust.com/schools/gateway/> and is subject to annual review by the hub steering group. In accordance with the framework, LMT may organise a quality assurance visit or visits for which timetabling information must be provided.
- f) Applications requiring the free loan of instruments for First Access tuition must be received by Friday 22nd May 2020 to ensure stock availability.
- g) Payment will be made to your school via credit note if your school purchases provision from the Love Music Trust or direct bank transfer if your school does not purchase provision from LMT.
- h) In an effort to support pupils to continue to learn following their First Access experience, instruments can be hired for £3.00 per month for the first twelve months (this rises to £6.00, the standard rate, thereafter). This is dependent on stock availability and parents/schools will hire these directly from the Love Music Trust.

APPENDIX II.

SERVICE LEVEL AGREEMENT: TERMS AND CONDITIONS**1. The role and responsibilities of the LMT tutor**

- 1.1. To identify themselves as self-employed contractors working in schools on behalf of the Love Music Trust.
- 1.2. To obtain and maintain Public Liability and Professional Indemnity insurance in line with the above.
- 1.3. To implement and develop a suitable scheme of work in relation to the needs, ability, expectations and interests of each pupil, within the context of the National Curriculum framework for music, the school music policy and the LMT business plan.
- 1.4. To provide tuition appropriate to pupils' needs and abilities.
- 1.5. To keep an up-to-date register of pupil attendance for small group and 1-1 tuition.
- 1.6. To keep continuing records of pupil progress and achievement utilising an electronic system as provided by the Trust. For the purposes of this assessment the school shall provide the Trust with a class list. LMT will relate progress/achievement of pupils tracked against its award scheme. Levels of attainment will also be reported on as part of the Arts Council England / Department for Education Data Return.
- 1.7. To, as and when appropriate, recommend pupils for external examinations. LMT will not fund the examination fee.
- 1.8. To advise on and where appropriate, contribute to, the school music activities and events ensuring that they make provision for, when asked to do so, a performance opportunity for Wider Opportunities pupils at least once per term.
- 1.9. To provide opportunities for pupils to make and respond to music together, in the school, with other Cheshire East Schools, and specific LMT organised events in line with the National Plan for Music Education.
- 1.10. To recruit to and encourage pupils to take part in school-based ensembles.
- 1.11. To ensure every child's special educational needs are met, requesting access to pupils' statements of special educational needs (SEN) and/or individual education plans (IEPs) when applicable.
- 1.12. LMT tutors will conduct themselves professionally in line with the LMT handbook and the policies therein.
- 1.13. LMT tutors are obliged to abide by a set of professional guidelines including, but not limited to, planning and assessment. It is expected that tutors will spend time in addition to their timetabled session planning and evaluating their lessons and that documentation related to this is made available to the school on request.

2. Number and duration of sessions

- 2.1. The frequency and duration of all teaching sessions will be determined by negotiation between the school and LMT and clearly laid out in section 2 of the Service Level Agreement.
- 2.2. For schools engaged in full-year Wider Opportunities programmes, this will include one session at the end of the academic year during which LMT tutors will check and maintain instrument stock and note any repairs necessary.
- 2.3. Any alteration in the agreed number of sessions will be the subject of full consultation between LMT management and participating schools.
- 2.4. Lessons will last for the duration stated in section 2 of the Service Level Agreement. Any changes to this policy will need to be discussed with a member of the LMT management team who will be able to provide appropriate advice in relation to pupils' needs, experience, stage and instrument.
- 2.5. Notice comprising a minimum of two full half-terms will be required for any reduction in teaching time. Any increase in time will be by negotiation. This must be in writing to the LMT office.

3. Provision of Instruments for Instrumental Tuition

- 3.1. Subject to availability, and where appropriate, the LMT will loan instruments to schools to support the delivery of Wider Opportunities. There is no cost for the loan of instruments for this purpose. Schools can choose to collect instruments from the LMT office or for them to be delivered. Standard deliveries are made at the end/start of each full term. A charge will be made for deliveries/collections requested outside of these times.
- 3.2. Schools will be issued with and asked to sign a loan/hire agreement with LMT, which states that they are responsible for security of the instrument during the period of the loan/hire and are advised to gain insurance. LMT will be able to advise on repairs. Details of LMT's recommended repairers are available from the LMT office, should schools wish to deal directly with them.
- 3.3. LMT provides a service whereby its approved repairers will collect from and deliver to the LMT office school instruments which require repair. Often, your tutor(s) will be able to transport instruments to the LMT office from your school. Please speak to them in the first instance, advising if you require a quote before work is undertaken.
- 3.4. Where instruments are stored at school, it will be the school's responsibility to ensure they are kept secure and safe at all times. The school will therefore be liable for any loss or damage to any LMT instrument whilst on school premises.
- 3.5. LMT provides a template Home-School agreement which schools can choose to use. This does not constitute an agreement between LMT and parents.
- 3.6. It is the responsibility of schools to provide consumables such as reeds and replacement strings. Full details of replacement charges are provided as part of the instrument loan agreement.

4. Pupil Music-making Opportunities

LMT regards taking part in ensemble work as an integral part of the learning process and LMT staff will recommend and encourage pupils to take part in a range of appropriate music-making activities, in the school, through the LMT area music activities, borough wide groups, specific LMT events and those provided in the wider community and by the LMT's partners.

5. Accommodation and Facilities

- 5.1. LMT staff will require suitable accommodation and facilities according to the size and needs of the group receiving tuition, including sufficient adjustable music stands, good lighting, ventilation and heating, and where possible, a piano or keyboard and a good quality CD/mp3 player.
- 5.2. It is good safeguarding practice for schools to provide a teaching room with a window.

6. Charges to Schools

- 6.1. LMT reserve the right to increase the scale of fees in line with economic demands placed upon them as a service provider. Any increase will be implemented at the beginning of a new academic year and will be notified no later than the start of the preceding term.
- 6.2. Invoices will be issued at the start of each term with relation to that term's session delivery and will include credits owed from the previous term.
- 6.3. Invoices must be paid within 30 days of date of issue.

7. Missed sessions

- 7.1. Where an LMT tutor is unable to deliver a pre-planned session (e.g. through illness), LMT will endeavour to provide a suitable cover tutor for that lesson. If a school does not wish a cover tutor to attend or if LMT is unable to provide a cover tutor for the planned session, the cost of that lesson will be reimbursed (see 6.2).
- 7.2. Although not guaranteed, it may be possible for a LMT tutor to change the time or day of their lesson to accommodate a school closure or a pre-planned event. However, at least four weeks' notice should be given, in writing to info@lovemusictrust.com and, if it is not possible, the cost of that lesson will be reimbursed (see 6.2). Notification given over the telephone or via tutors is not acceptable.
- 7.3. Where a school has to cancel a pre-arranged session without giving four weeks' notice - including as a result of unexpected circumstances (e.g. adverse weather conditions where the school has closed) - the cost of that lesson will not be reimbursed.
- 7.4. Notice to cancel a Curriculum Extension project must also be made in writing (as per 7.2, above). Where notice is given more than eight weeks in advance of the commencement date of the project in question, there will be no charge due from the school. Where notice is given less than eight weeks but more than four weeks in advance of the commencement date, the school will be liable for 50% of the project cost. Where notice is given less than four weeks before the commencement date, the school will be liable for the full cost of the project.
- 7.5. A charge of £46.00 per hour will be made to any school wishing to book an additional Curriculum Extension project session i.e. they do not or are unable to attend a scheduled *Singfest* rehearsal, but would like a visit made to their school in lieu of this.

8. Quality Assurance - LMT/Schools responsibilities

- 8.1. To support the delivery of lessons, the school should provide a member of its own staff in addition to the LMT tutor(s).
- 8.2. All LMT tutors will be subject to moderation in line with the Cheshire East Framework for the Quality Assurance of Music Education - which may include their teaching in your school - and undergo observation by an independently trained verifier. Full details of this process are shared as part of the grant funding application process.
- 8.3. The school, the LMT tutor or a member of the LMT management team can request additional visits or consultations.
- 8.4. Whilst teaching in a school, LMT staff are responsible to the Headteacher, or the Headteacher's designated representative.
- 8.5. LMT highly values requests and comments from schools. Where it is not appropriate to raise any requests, comments or complaints with the LMT tutor, they should be referred to a member of the LMT management team.

9. Safeguarding

- 9.1. LMT is committed to safer recruitment, and all its tutors undergo a comprehensive interview process prior to engagement by the Trust. This includes an identity check, an enhanced DBS check (including Children's Barred List checks and a prohibition from teaching check), a check of professional qualifications and a check to establish the person's right to work in the United Kingdom. These checks ensure compliance with paragraph 150 of the Department for Education's statutory guidance "Keeping Children Safe in Education (KCSIE)" (September 2019).
- 9.2. When a tutor is first placed in a school, LMT will provide the school with a 'DBS & Safeguarding Declaration' confirming details pertinent to the above.
In line with the KCSIE guidance, the school must also visually check that the person presenting themselves for work is the same person on whom the checks have been made. All LMT tutors are issued with, and instructed to wear at all times whilst in school, a photographic ID badge.
- 9.3. Schools are reminded that the photocopying of DBS certificates may breach Data Protection law and LMT strongly advises against this as a method of maintaining information related to its tutors. Information provided on the DBS and Safeguarding Declaration should be entered on to your single central record.

10. Resolving disagreements arising from LMT delivery

In the event of a complaint arising from any issue concerning the Love Music Trust's delivery, details of the complaint should be made in writing from the Headteacher of the school to the Director of LMT outlining the nature of the complaint as fully as possible. Every endeavour will be made to rectify the complaint through negotiation, however if following investigation the complaint is substantiated LMT will refund the schools for any missed lessons and the Service Level Agreement may be terminated by mutual agreement.

11. Resolving disagreements arising from non-compliant schools

In the event of a complaint arising from any issue concerning a School's non-compliance with this SLA, details of the complaint will be made in writing from the Director of LMT to the Headteacher of the school outlining the nature of the complaint as fully as possible. Every endeavour will be made to rectify the complaint through negotiation, however, if the complaint is substantiated, LMT has the right to terminate the SLA without notice.

APPENDIX III.

DATA PROCESSING AGREEMENT**BACKGROUND**

- A. The Controller uses the services of the Processor to provide musical education and the assessment associated with such education to its pupils (the "Service").
- B. The terms of the Agreement, as amended by this Addendum, are to apply to all data processing carried out for the Controller by the Processor and to all personal data held by the Processor in relation to such processing.
- C. From 25 May 2018 onwards, agreements between controllers and processors must comply with the requirements of the GDPR (as defined in clause 1) and any relevant domestic legislation, including the Data Protection Act 2018.

1. Interpretation

"controller", "processor", "personal data" and "processing"	shall have the meanings given to them in the GDPR;
"school"	the school or academy named in this document;
"data subjects"	means the individuals whose personal data is processed by the Processor on behalf of the Controller pursuant to the terms of the Agreement;
"EEA"	European Economic Area;
"GDPR"	means the General Data Protection Regulation (EU) 2016/679;
"Data Privacy Laws"	means: either the GDPR; the Privacy and Electronic Communications (EC Directive) Regulations 2003 (as amended) and any superseding legislation; and all other applicable laws and regulations relating to the processing of personal data and/or governing individuals' rights to privacy, including (but not limited to) the Data Protection Act 2018 and statutory instruments.

IT IS HEREBY AGREED as follows:

2. Variation

- 2.1. In consideration of the sum of £1 (receipt of which the Processor hereby acknowledges), the Parties agree that this Addendum shall be incorporated into the Agreement and shall become binding on the Parties.
- 2.2. Except as set out in section 2.3 below, the Agreement and its terms shall continue in full force and effect.
- 2.3. To the extent there is any conflict between any term of the Agreement and any term of this Addendum, the terms of the Addendum shall prevail.

3. Specific Processing

- 3.1. The details of the specific processing are set out in Schedule 1.

4. Processor obligations

- 4.1. The Processor shall process personal data received from or processed on behalf of the Controller in connection with the Service (the "Protected Data") only on the documented instructions of the Controller. These may be specific instructions or instructions of a general nature as set out or provided for in the Agreement. For the avoidance of doubt, this does not prevent the Processor processing Protected Data where required under applicable EU or UK law and, in such circumstances, the Processor shall notify the Controller of that legal requirement unless applicable law prohibits such notification on important public interest grounds.
- 4.2. The Processor shall inform the Controller immediately if, in its opinion, an instruction issued in accordance with section 4.1 would result in either the Controller or the Processor breaching the Data Privacy Laws.
- 4.3. All Protected Data shall be treated as strictly confidential by the Processor and may not be copied, disclosed or processed in any way (i) without the express authority of the Controller or (ii) unless required by law or any relevant regulatory body.
- 4.4. The Processor warrants that all individuals who it authorises to process Protected Data on behalf of the Controller, including employees, are obliged to protect the confidentiality of such Protected Data.

- 4.5. The Processor warrants that it, and its employees and agents, will comply at all times with the Data Privacy Laws and shall not perform its/their obligations under the Agreement (as amended by this Addendum or otherwise) in such a way as to cause the Controller to breach any of its obligations under the Data Privacy Laws.
- 4.6. Where the Processor processes Protected Data (whether stored in the form of physical or electronic records) on behalf of the Controller it shall:
- 4.6.1. process Protected Data only to the extent, and in such a manner, as is necessary in order to comply with its obligations under the Agreement (as amended by this Addendum or otherwise);
- 4.6.2. implement appropriate technical and organisational measures to protect the Protected Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure in compliance with obligations set out in the Data Privacy Laws, including, where appropriate:
- (a) the pseudonymisation and encryption of Protected Data;
 - (b) ensuring ongoing confidentiality, integrity, availability and resilience of processing systems and services;
 - (c) restoring the availability and access to Protected Data in the event of a physical or technical incident; and
 - (d) regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring security of the processing;
- 4.6.3. in furtherance of its obligations in section 4.6.2, implement and maintain as a minimum the security measures set out in Parts 1 and 2 of Schedule 2 to this Addendum;
- 4.6.4. if so requested by the Controller, within a reasonable timeframe supply details of the technical and organisational measures in place to safeguard the Protected Data, and otherwise make available to the Controller all information necessary to demonstrate compliance with the obligations set out in the Agreement, whether amended by this Addendum or otherwise, and/or the Data Privacy Laws;
- 4.6.5. on reasonable prior notice, permit persons authorised by the Controller to enter into any premises on which Protected Data is processed on behalf of the Controller and to inspect the Processor's systems to ensure that sufficient security measures are in place (noting that, without prejudice to the Agreement as modified by this Addendum or otherwise, this clause will survive the termination of the Agreement);
- 4.6.6. not process or transfer Protected Data outside the EEA without the prior written consent of the Controller and, where the Controller consents to any such transfer, the Processor shall put in place measures to ensure the Protected Data remains adequately protected as required under the Data Privacy Laws (in addition to any relevant obligations placed on a processor under the Data Privacy Laws); and
- 4.6.7. not transfer or disclose any Protected Data to any third party or sub-contract any processing function without verifying that the sub-contractor can provide sufficient guarantees to protect the Protected Data and without the prior written consent of the Controller (and for the avoidance of doubt, not to add or replace any sub-contractor without the Controller's consent) and ensure that any third party to which it sub-contracts any processing has entered into a written contract with the Processor which contains all the obligations that are contained in this Agreement, as amended by this Addendum; permits both the Processor and the Controller to enforce those obligations; is governed by UK law and automatically terminates upon termination of this Agreement as amended by this Addendum.
- 4.7. For the avoidance of doubt, the Processor remains fully liable to the Controller for the performance of the obligations of any sub-contractor appointed by the Processor to assist with the performance of the Services under the Agreement.
5. **Complaints and rights of data subjects**
- 5.1. The Processor shall ensure that it protects the rights of data subjects under the Data Privacy Laws and shall:
- 5.1.1. promptly notify the Controller in writing (within at least two working days) if it receives:
- (a) a request from a data subject to have access to his or her Protected Data or to exercise any of his or her rights under Articles 15-22 GDPR; or
 - (b) a complaint or request relating to the Controller's obligations under the Data Privacy Laws; and
- 5.1.2. provide the Controller with full co-operation and assistance in relation to any such complaint or request made, including by:
- (a) promptly providing the Controller with full details of any complaint or request and any additional information requested by the Controller;
 - (b) taking all steps necessary to enable the Controller to comply with a request from a data subject within the relevant timescale set out in the Data Privacy Laws and in accordance with the Controller's reasonable instructions;
 - (c) providing the Controller with any Protected Data it holds in relation to a data subject (within the timescales required by the Controller);
 - (d) using appropriate technical and organisational measures as far as this is possible, to assist the Controller to respond to requests from data subjects to exercise their rights; and
 - (e) ensuring that (other than as set out above) no reply or other communication is made in response to such complaint or request unless approved by the Controller.
6. **Notification of Data Security Breaches**
- 6.1. A "Data security Breach" means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Protected Data. This includes breaches that are the result of both accidental and deliberate causes.
- 6.2. The Processor shall notify the Controller without undue delay after any Data Security Breach occurs and in any event no later than 12 (twelve) hours after the Data Security Breach has occurred, and shall include in that notification a full description of:

- 6.2.1. the nature of the Data Security Breach including details of the Protected Data and data subjects affected;
 - 6.2.2. the likely consequences of the Data Security Breach; and
 - 6.2.3. the measures taken or proposed to be taken by the Processor to address the Data Security Breach, including, where appropriate, measures to mitigate its possible adverse effects.
- 6.3. The Processor shall provide reasonable assistance to the Controller in the event that the Controller is required to notify affected data subjects.
7. **Data protection impact assessments / consultations with the ICO**
- 7.1. The Processor shall provide reasonable assistance to the Controller with any data protection impact assessments and prior consultations with the ICO which the Controller reasonably considers to be required by the Data Privacy Laws, in each case solely in relation to Protected Data processed pursuant to this Agreement and taking into account the nature of the relevant processing activity and information available to the Processor.
8. **Duration of processing**
- 8.1. The Processor shall process the Protected Data as required under the Agreement in accordance with this Addendum until the sooner of:
- 8.1.1. the Agreement, as amended by this Addendum, terminating for any reason; or
 - 8.1.2. the Controller reasonably requesting (orally or in writing) that the Processor stops processing the Protected Data.
- 8.2. The Processor agrees that, on termination or expiration of this Agreement or in the event that it is notified by the Controller that it is not required or permitted to process any further Protected Data, the Processor shall:
- 8.2.1. transfer a copy of all Protected Data held by it in relation to this Agreement to the Controller in a format reasonably requested by the Controller;
 - 8.2.2. and/or, at the Controller's request, and unless legally required to retain the information, the Processor shall destroy all such Protected Data (including back ups and copies) using a secure method which ensures that it cannot be accessed by any third party and shall provide the Controller with a written confirmation of secure disposal.

Schedule 1

Specific Processing Details

The subject-matter of this processing is set out in the Service Level Agreement and this Appendix.

The duration of this processing is the term set out in the Agreement.

The nature and purpose of this processing is to:

- Administer, organise and deliver instrumental/vocal tuition, both in and out of school;
- Manage students' registration, participation in, and progression through LMT programmes including school based music activities;
- Support student learning;
- Monitor and report on student progress;
- Protect student welfare and meet our legal obligations relating to child protection and safeguarding;
- Assess the quality of our services;
- Manage applications for financial support;
- Carry out research;
- Comply with contractual / regulatory obligations e.g. reporting to the Arts Council;
- Celebrate the success of our students and raise awareness of their achievements;
- Help achieve the Trust's charitable aims: to offer a broad music education curriculum to all pupils in Cheshire East which as a minimum fulfils the requirements of the NPME; to provide opportunities for music tutors to grow and develop their skills and therefore deliver ever better activities; to encourage "joined up" progression through pupils' musical development up to and including the most prestigious National levels; to encourage prominent "role model" musicians to work with Cheshire East pupils; to support and encourage appropriate breadth and depth of ensembles; to encourage as many primary schools as possible to engage with the first musical step of "Wider Opportunities"; to identify and support emerging talent; to encourage greater involvement at all levels in singing, including to the highest levels; to apply the best of new thinking to all of our musical education, including the increasing use of digital technologies.

The types of Protected Data processed in furtherance of the Agreement are:

- The full name, date of birth and gender of pupils;
- The postal address, email address and telephone number of a pupil's parent/carer;
- Any relevant individual educational needs;
- Safeguarding information;
- Details of a parent/carer's eligibility for remission of fees by way of a pupil's inclusion on a school's pupil premium register;
- A signed copy of your loan agreement for any LMT assets (i.e. instruments) on loan to you.
- The categories of data subjects whose Protected Data are processed in furtherance of the Agreement are pupils, parents/carers and teachers.

Schedule 2

Security Schedule

Part 1

Standard of Security Measures to be adopted by the Processor

1. The Processor will ensure that in respect of all Protected Data it receives from or processes on behalf of the Controller it maintains security measures to a standard appropriate to:
 - 1.1. the risk to the rights and freedoms of the data subjects that might result from unlawful or unauthorised processing or accidental loss, alteration, disclosure, damage or destruction of the Protected Data; and
 - 1.2. the nature of the Protected Data.
2. The Processor will maintain data security by protecting the confidentiality, integrity, availability and resilience of the Protected Data, where:
 - (a) “confidentiality” means that only individuals who are authorised to use the Protected Data can access it;
 - (b) “integrity” means that the Protected Data should be accurate and suitable for the purpose for which it is processed;
 - (c) “availability” means that the Protected Data should be available to be accessed and used when required; and
 - (d) “resilience” means that the systems processing Protected Data should be able to withstand threats and attacks.
3. In particular the Processor shall:
 - 3.1. have in place and comply with a security policy which:
 - 3.1.1. defines security needs based on a risk assessment;
 - 3.1.2. allocates responsibility for implementing the policy to a specific individual; or
 - 3.1.3. is provided to the Controller on or before the commencement of this Agreement or on request;
 - 3.1.4. is disseminated to all relevant staff; and
 - 3.1.5. provides a mechanism for feedback and review.
 - 3.2. ensure that appropriate security safeguards and virus protection are in place to protect the hardware and software which is used in processing the personal data in accordance with best industry practice;
 - 3.3. prevent unauthorised access to the Protected Data;
 - 3.4. ensure its storage of Protected Data conforms with best industry practice such that the media on which Protected Data is recorded (including paper records and records stored electronically) are stored in secure locations and access by personnel to Protected Data is monitored and controlled;
 - 3.5. have secure methods in place for the transfer of Protected Data whether in physical form (for instance, by using couriers rather than post) or electronic form (for instance, by using encryption or pseudonymisation);
 - 3.6. put password protection on computer systems on which Protected Data is stored and ensure that only authorised personnel are given details of the password;
 - 3.7. take reasonable steps to ensure the reliability of any employees or other individuals who have access to the Protected Data; members of staff;
 - 3.8. ensure that any employees or other individuals required to access the Protected Data are informed of the confidential nature of the Protected Data and comply with the obligations set out in the Agreement as amended by this Addendum;
 - 3.9. ensure that none of the employees or other individuals who have access to the Protected Data publish, disclose any of the Protected Data to any third party unless directed in writing to do so by the Controller;
 - 3.10. have in place methods for detecting and dealing with breaches of security (including loss, damage or destruction of Protected Data) including having a proper procedure in place for investigating and remedying breaches of the data protection principles contained in the Data Privacy Laws;
 - 3.11. providing the Controller with all assistance reasonably required to allow the Controller to notify the ICO and/or a data subject of a data security breach where the Controller determines that it is required under the Data Privacy Laws;
 - 3.12. have a secure procedure for backing up and storing back-ups separately from originals;
 - 3.13. have an appropriate system in place to ensure that access to the Protected Data can be restored in a timely manner in the event of any physical or technical incident;
 - 3.14. implement an effective system of regularly testing, assessing and evaluating the effectiveness of the measures used to ensure the security of the processing carried out under the Agreement as amended by this Addendum; and
 - 3.15. have a secure method of disposal for unwanted Protected Data including for back-ups, disks, print outs and redundant equipment.

Part 2

Description of Security Measures to be implemented by Processor

The Trust has substantial security measures and policies in place which detail that:

- Data must not be transferred from the LMT network on to a portable memory device or disc;
- Staff and contractors must 'lock' their computer when away from their desk;
- Staff and contractors must ensure that the use of personal devices conforms to the points noted above;
- Staff and contractors shall not knowingly introduce malicious software into company computers;
- Any unsolicited email (spam) should be deleted unopened;
- Staff and contractors shall not open files of unknown origin on any machine attached to the network.
- Incoming memory sticks or optical disks must be scanned for viruses before they are read.
- Be especially aware of the potential dangers of email attachments and malicious websites.
- Any member of Staff and contractors who suspects that his/her workstation has been infected by a virus shall immediately power off the workstation and seek further advice from colleagues as appropriate.
- Staff and contractors should not perform any equipment installations, disconnections, modifications, or relocations without sufficient experience and expertise.
- Disks/memory sticks should be stored out of sight when not in use. If they contain highly sensitive or confidential data, they must be encrypted or locked away.
- Personal laptops, tablets and smartphones may only be used to access data if they have antivirus software installed (and regular - i.e. weekly - scans are undertaken) and can be 'locked' by a fingerprint or passcode known only to the contractor when not in use. It is suggested that individual 'logins' are set up when using a personal laptop.
- It is only acceptable to access LMT data through an app (i.e. Google Drive app, Gmail app, iOS mail app) if the contractor is the only person who uses or is able to access that device, or if it is possible to password protect access to the app in question.
- If a staff member or contractor's personal device can be accessed by another person (i.e. a family member), then the contractor must log in via google.com (with 'password saving' disabled) to access the data they need. The staff member or contractor must ensure that they log out upon completion.
- In all circumstances, devices must be 'locked' when not in use.

Where it is legally required, or necessary for the reasonable undertaking of our business activities (and it complies with data protection law) we may share personal information with:

- Financial organisations (e.g. GoCardless, Xero, Stripe) - to enable payment processing and debt collection;
- Suppliers and service providers (e.g. G Suite, Sound Advice/Stepwize, Sandbach School, Current RMS) - to enable them to provide the service we have contracted them for;
- Central government (e.g. the Department for Education, Arts Council England, the Charity Commission) - to meet the obligations of our hub funding agreement;
- Local government (e.g. Cheshire East Council) - to meet our legal obligations to share certain information with it, such as safeguarding concerns;
- Our auditors (e.g. Howard Worth Chartered Accountants) - to meet our legal obligation as a business and registered charity to be regularly audited;
- Tutors operating as self-employed contractors on behalf of the Trust - to enable them to contact parents/carers/schools directly regarding a child's tuition or ensemble membership;
- Health and social welfare organisations;
- Professional advisers and consultants;
- Police forces, courts, tribunals;

Where data sharing and third party processing is undertaken on a contractual basis, the Trust has ensured that a Data Protection Agreement that is at least comparable to this agreement in its detail and scope is in place between it and the third party processor.