



**The Careers & Enterprise Company Enterprise Adviser Network and Careers Hubs
Memorandum of Understanding (MoU) between
WOODCHURCH HIGH SCHOOL and GROWTH PLATFORM**

School/College

Organisation Name	Woodchurch High School
Registered Address	Carr Bridge Rd, Birkenhead, Wirral CH49 7NG
Telephone/Email	lauren.quigley@woodchurchhigh.com
Named Contact	Lauren Quigley

Organisation Name	Growth Platform
Registered Address	No 1 Mann Island, Liverpool L3 1BP
Telephone/Email	0151 227 2727 careershub@growthplatform.org
Named Contact	Gill Walsh, LCR Careers Hub Lead

1. CAREERS HUBS

Careers Hubs (“Hubs”) were established by The Careers & Enterprise Company in conjunction with the Growth Platform between 2018 – 2020. The number and size of Careers Hubs continue to grow with a view to Careers Hubs covering all state-maintained secondary schools and colleges by 2024. Funding for Hubs is by The Department for Education.

Hubs are communities of practice for schools and colleges in a geographical area. Hubs are run by a Hub Lead and work with universities, other education and training providers, employers and careers professionals to ensure the Gatsby Benchmarks are delivered in each school and college and that careers outcomes are improved for all young people. Schools and colleges within a Hub should have a shared vision of how they will work together to improve outcomes for the young people in their area.

2. COMMITMENTS

Growth Platform commits to:

- Provide support from an Enterprise Coordinator
- Match an Enterprise Adviser to the school/college
- Support the EA to work directly with the EC, the school’s senior leadership and careers teams



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- Support in the development and review of the strategy for employer engagement and careers and enterprise education
- Provide the school and EA with up-to-date local labour market information
- Provide examples of evidenced best practice and opportunities to share good practice
- Carry out Disclosure and Barring Service checks on the EA (and any other volunteers pertaining to this programme as required) and to renew this every 3 years
- Ensure that the EA abides by the Growth Platform Code of Conduct (copy available upon request) and that they understand that the school's performance data as well as any pupil data should be protected and shall not be disclosed or retained except to the extent required by a mandatory provision of Data Protection Laws and Legislation
- Support the school in the completion of regular Compass assessments of performance against the Gatsby Benchmarks
- Support the school in implementing and evaluating their careers provision using Compass/Compass+

School / college commits to:

- Provide a nominated person from the Senior Leadership Team to work with the EC and EA as part of the Hub
- Develop and/or adapt school strategy to embed careers education across the school
- Conduct an initial diagnostic using Compass/Compass+ to identify what current activity works well and any gaps in provision. If a recent Compass/Compass+ evaluation has not been completed, the initial diagnostic for the academic year 2021-22 should be carried out no later than 31st August 2021
- Thereafter, to complete The Careers & Enterprise Company's Compass/Compass+ tool termly to enable the school Senior Leadership Team to track performance against the Gatsby Benchmarks
- Work with the EC to upgrade to Compass+ where this hasn't already happened (for schools with compatible Management Information Systems). Compass+ is currently available to mainstream schools, sixth forms, special schools, pupil referral units and alternative provision only)
- Permit the sharing of the school/college's Compass/Compass+ data - when aggregated with at least 9 other schools or colleges - by the Growth Platform and The Careers & Enterprise Company, for the purposes of demonstrating progress made across the Enterprise Adviser Network
- Commit to development of an action plan for careers education using The Careers & Enterprise Company's Tracker Tool, or Compass+, to be kept constantly up to date as directed by the school or college's Careers Leader, and to share completed plans with the Growth Platform and The Careers & Enterprise Company.
 - Attend and participate in network meetings (as agreed locally)
 - Commit to the programme for a minimum of one academic year
 - Share best practice and case studies with the Growth Platform and The Careers & Enterprise Company
 - Permit receipt of email information communication from the Growth Platform and The Careers & Enterprise Company



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- Permit the school's/college's name to be listed as a member of the Hub in relevant documents or communications by the Growth Platform and The Careers & Enterprise Company
- Offer honest feedback and review of the programme to support continuous improvement
- Act as a champion for the programme with other schools/colleges and businesses
- Share information, experience, materials and skills with other partners in the Hub to learn from each other and develop effective working practices. Work collaboratively to identify solutions, eliminate duplication of effort, mitigate risk and reduce cost

3. ACTIVITY NOT WITHIN THE PROGRAMME SCOPE

Growth Platform will not:

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

4. AMENDMENTS

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

5. BREACHES AND ISSUE RESOLUTION

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

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

6. DATA PROTECTION

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

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



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

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

Each party shall:

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

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

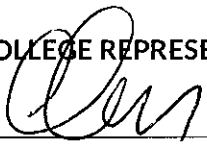
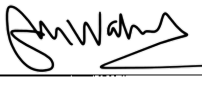
- promptly inform the other party about the receipt of any (a) data subject rights request, (b) a complaint from a data subject or other third party, or (c) communication from the Information Commissioner or any other governmental or regulatory body relating to any personal data processed under this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

The school/college shall ensure that its staff and, where relevant, students are aware that their personal data may be shared with the Growth Platform and The Careers & Enterprise Company in relation to this arrangement. Information about how the Growth Platform and The Careers & Enterprise Company process personal data can be found in the privacy policies on their websites. Any queries that any school/college staff or students have about their processing of their personal data by the Growth Platform can be addressed to Gill Walsh, LCR Careers Hub Lead.

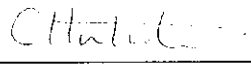


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The parties affirm to understand the content of the MoU.

SCHOOL/COLLEGE REPRESENTATIVE	GROWTH PLATFORM REPRESENTATIVE
Signature: <u></u>	Signature: <u></u>
Name: <u>L. Quegley</u>	Name: <u>Gill Walsh</u>
Position: <u>Career Coordinator</u>	Position: <u>LCR Careers Hub Lead</u>
Date: <u>12.1.22</u>	Date: <u>12/01/2022</u>

THE CAREERS & ENTERPRISE COMPANY

Signature: 

Name: Clare Hutchinson

Position: Director of Network

Date: 21st June 2021



APPENDIX: Data protection particulars

1. Schedule of Particulars

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

Description	Details
Designation of Parties	<p>The parties are independent controllers</p> <p>The parties acknowledge that they are both controllers for the purposes of the Data Protection Legislation in respect of:</p> <ul style="list-style-type: none"> • business contact details of the LEP/LA/CA personnel for which the LEP/LA/CA is controller, • business contact details of any school/college personnel for which the relevant school/college is the controller. <p>Notwithstanding the above, the parties acknowledge that in respect of some of the Shared Personal Data (in particular, any personal data relating to the Enterprise Advisers), the LEP/LA/CA is acting as processor for and on behalf of The Careers & Enterprise Company to provide instructions and to manage the relationship with the school/college in relation to the provision of the Enterprise Adviser(s). Where that is the case, the LEP/LA/CA is entering into clause 6 of this MoU on behalf of The Careers & Enterprise Company and The Careers & Enterprise Company shall take the benefit of clause 6 to the extent applicable.</p>
Nature and Permitted Purpose of the processing	<ul style="list-style-type: none"> • The Head Teacher / Careers Leader name and contact details will be entered by the LEP/LA/CA onto The Careers & Enterprise Company's EAN Register • The Head Teacher / Careers Leader will be contacted from time to time by The Careers & Enterprise Company e.g. with relevant bulletins or updates or to be invited to relevant Communities of Practice • The Enterprise Coordinator will support the Careers Leader with completion of Compass but would only have visibility of pupil data if they are seeing the Careers Leader's screen (either in-person or



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	<p>remotely). This would be controlled by the Careers Leader.</p> <ul style="list-style-type: none"> • The Careers Leader should not share any copy of pupil personal data nor any pupil profile report with the Enterprise Coordinator. • The administration of this MoU and facilitating the provision of the Enterprise Coordinators, Enterprise Advisers and any associated roles and services
Duration of the processing	For the term of the MoU
Type of Personal Data	Name, contact details (including phone number, email address, postal address), gender, information relating to DBS vetting (including DBS status)
Categories of Data Subject	Enterprise Coordinators, Enterprise Advisers, Enterprise Advisers' employers, school staff (including Head Teachers and Careers Leaders), LEP and The Careers & Enterprise Company personnel, other individuals involved in this MoU

