

CPOMS and StaffSafe Group Licence Supplementary Terms & Conditions

For Multi-Academy Trusts and other multi-school groups
located outside the United Kingdom

The terms and conditions that govern our provision and your use of the CPOMS and/or StaffSafe services are set out in the [CPOMS Schools Licence Agreement](#) and/or [CPOMS StaffSafe Schools Licence Agreement](#) (as applicable) and the following Supplementary Terms & Conditions.

By using these services you agree to be bound by and comply with these terms and conditions.

You may have purchased CPOMS or StaffSafe or both so, in these Supplementary Terms and Conditions references to "**Existing Agreement**" means the CPOMS Schools Licence Agreement and/or StaffSafe Schools Licence Agreement, as applicable.

These Supplementary Terms and Conditions apply:

EITHER, between CPOMS Systems Limited, of CPOMS House, Acorn Business Park, Skipton, BD23 2UE ("**CPOMS Systems**") and you, being the sole legal entity with safeguarding responsibilities for the Subjects in all settings in the group ("**Lead Entity**"). See **Part A** below.

OR, where one or more schools in the group is a separate legal entity, between CPOMS Systems and each such school. See **Part B** below.

Capitalised terms have the meanings given to them in the Existing Agreement unless otherwise defined here.

The following signature block has been added for the use of schools whose process or local law requires contracts to be physically signed. CPOMS Systems Limited does not require this Agreement to be signed as the Parties automatically become bound by its terms on the Commencement Date.

If you do print and sign this agreement, there is no requirement to send a copy to CPOMS Systems.

Please note that CPOMS may vary the terms from time to time in accordance with Clause 19 Variation. The current terms are online at [CPOMS Systems Limited – Standard Terms & Conditions](#).

Signed on behalf of CPOMS Systems Limited

Signed on behalf of the School



Name: John Wild

Name:

Position: Managing Director

Position:

Date:

Part A

The following Supplementary Terms and Conditions apply where the Trust or company (“Lead Entity”) is the sole legal entity with safeguarding responsibilities for the Students in all its schools and is the sole controller of their personal data:

1. The Existing Agreement will apply between CPOMS Systems and the Lead Entity, subject to the following:
 - 1.1. References to the “School” shall be construed as applying to the Lead Entity except where the context clearly requires it to be construed as applying to one or more of the Lead Entity’s schools.
 - 1.2. The Charges may be paid by the schools but the Lead Entity’s remains liable for payment under the terms of the applicable Agreement(s).
 - 1.3. CPOMS Systems will:
 - a. Provide the Services to each of the Lead Entity’s in-scope schools, except where the context clearly requires that a service element be provided to the Lead Entity
 - b. Provide the functionality necessary for each in-scope school to grant access to Authorised Users in the Lead Entity to the school’s instance of CPOMS and its School Content
 - c. On the written request or instruction of the Lead Entity, provide its Authorised Users with the necessary logins and permissions to access a school’s instance of CPOMS and its School Content, and
 - d. Provide management information to the Lead Entity in the form of statistical and comparative data gathered from the CPOMS instances of its schools (the “**Spotlight Information**”).
 - 1.4. The Charges may be paid by the schools but the Lead Entity remains liable for payment under the terms of the applicable Agreement.
 - 1.5. The Lead Entity hereby warrants that it has lawful authority to access the School Content of its schools in the exercise of its statutory safeguarding responsibilities and to instruct CPOMS Systems to provide the necessary logins and permissions for the Lead Entity’s Authorised Users to access a school’s instance of CPOMS and its School Content.

Part B

The following Supplementary Terms and Conditions apply where some or all of the Lead Entity’s schools are separate legal entities with safeguarding responsibilities for their own Students and each is a controller of their personal data. The terms also apply to the Lead Entity if it uses CPOMS and/or StaffSafe in relation to its own Students and/or Staff Members:

1. The Existing Agreement will apply between CPOMS Systems and each school that is a separate legal entity and controller, subject to the following:
 - 1.1. References to the “School” shall be construed as applying to the school except where the context clearly requires it to be construed as applying to the Lead Entity.

- 1.2. The Charges may be paid by the Lead Entity but the School remains liable for payment under the terms of the applicable Agreement (s).
 - 1.3. To the extent that the Lead Entity has lawful authority to access School Content, the School hereby instructs CPOMS Systems, on request from the Lead Entity, to grant access to the Lead Entity's Authorised Users to the School's instance of CPOMS and to School Content.
 - 1.4. The School hereby instructs CPOMS Systems to provide the Lead Entity with statistical data extracted from its instance of CPOMS and shared with the Lead Entity via the Spotlight service.
2. The Existing Agreement will apply between CPOMS Systems Limited ("**CPOMS Systems**") and the Lead Entity if and to the extent that the Lead Entity has safeguarding responsibilities for Students in one or more of its schools and/or is a controller of their personal data, subject to the following:
- 2.1. References to the "School" shall be construed as applying to the Lead Entity except where the context clearly requires it to be construed as applying to one or more of the Lead Entity's schools.
 - 2.2. The Charges may be paid by the schools but the Lead Entity's remains liable for payment under the terms of the applicable Agreement(s).
 - 2.3. Subject to clause 2.4 below, the Lead Entity hereby warrants that it has lawful authority to access the School Content of its schools in the exercise of its statutory safeguarding responsibilities and to instruct CPOMS Systems to provide the required access to the Lead Entity's Authorised Users.
 - 2.4. Where the Lead Entity has no statutory safeguarding responsibilities for Students in a school, and is not a controller in relation to any processing of Customer Content in that school's instance of CPOMS, it will not request or instruct CPOMS Systems to enable access to such School Content except to the extent necessary for CPOMS Systems to provide the Spotlight Service.
 - 2.5. CPOMS Systems will:
 - a. Provide the Services to each of the Lead Entity's schools that are not separate legal entities, except where the context clearly requires that a service element be provided to the Lead Entity
 - b. Provide the functionality necessary for each school to grant access to the Lead Entity's Authorised Users to the school's instance of CPOMS and its School Content
 - c. On the written instruction of the Lead Entity, provide its Authorised Users with the necessary logins and permissions to access a school's instance of CPOMS and its School Content, and
 - d. Provide management information to the Lead Entity in the form of statistical and comparative data gathered from the CPOMS instances of the Lead Entity's schools (the "**Spotlight Information**").