

Service Level Agreement

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Author	Tony Wild	Role of Author	Executive Vice Chairman

Title
CPOMS: HOSTED SERVICE (“Software As A Service”)
Introduction
<p>This Service Level Agreement (SLA) dated 22/05/2018 is between Pikemere School hereinafter known as ‘the school’) and CPOMS Systems Limited.</p>
General Description of Services Provided
<p>This SLA covers the provision of CPOMS in the form of a Hosted Service (SAAS) by CPOMS Systems Limited to the school in accordance with the services descriptions set out in Appendices 1 to 10 (Service) and the terms and conditions on which the Service will be provided to the school as set out in Appendix 9.</p> <p>A description of the Service to be provided by CPOMS Systems Limited to the school is set out below:</p> <ul style="list-style-type: none"> ▪ CPOMS Application software overview – Appendix 1 ▪ MIS integration – Appendix 2 ▪ Hosting Service – Appendix 3 ▪ Data resilience, access control, information security and Data Protection – Appendix 4 ▪ Implementation Process – Appendix 5 ▪ Servicepoint support desk – Appendix 6 ▪ CPOMS release strategy – Appendix 7 ▪ Exit strategy and Service decommissioning – Appendix 8 ▪ Terms and conditions - Appendix 9 ▪ Fields taken from each MIS – Appendix 10 <p>Appendices 1 to 10 form the agreement between CPOMS Systems Limited and the school to the exclusion of any other terms and conditions (including any purchase terms of the school).</p>
Data:
<p>Appendix 4 and the terms and conditions in Appendix 9 set out the responsibilities of CPOMS Systems Limited as a data processor and the school’s responsibilities as a data controller.</p>

Support Service:

Servicepoint is the CPOMS Systems Limited Help Desk and will provide the first point of contact for all requests for support.

You can contact our Servicepoint Support Team from within the CPOMS application saving you precious time. If you have a query or simply wish to make a request for a new category/agency etc. click on the Contact Support button (available at the top left of your CPOMS URL) enter your message and submit it. This will then be sent directly to our CPOMS helpdesk where someone will carry out your request as soon as possible and notify you once it has been completed.

You may also log requests by telephone or email and each call is allocated a unique reference number.

Support is provided using the processes and procedures as specified at Appendix 6.

Support Hours:

Support is provided through ServicePoint during the hours described below:-

	Mon	Tue	Wed	Thu	Fri
Start	08:30	08:30	08:30	08:30	08:30
Finish	17:30	17:30	17:30	17:30	17:00

The above times exclude Public and Bank Holidays and weekends; these are considered to be outside of Support Hours.

Raising Calls Outside Support Hours

Outside the Support Hours specified above, calls or emails can be sent to Servicepoint in the normal way following which they will be entered onto the system and dealt with the next working day.

School Responsibilities:

As set out in the Terms and Conditions – Appendix 9

Other school responsibilities To Be Agreed.

Contact Information

School Contact Details

Name:	Title:	email:	Tel office:	Tel mobile:

CPOMS Contact Details

Name:	email:	Telephone No:
Servicepoint Helpdesk	Servicepoint@cpoms.co.uk	0845 345 1155

On behalf of CPOMS Systems Limited:-

Signed By: 

Date: 22/05/18

On behalf of Pikemere School

Signed By:

Date:

Note: In the absence of a signed and returned SLA from the school, this SLA will be deemed to be in place between CPOMS Systems Limited and the school as of the date and time the school login and access CPOMS for the first time on or after May 25th 2018.

CPOMS SLA - Appendix 1

CPOMS System Overview

Introduction

CPOMS is an evidence-based system that has been developed specifically for use by schools and Academies to improve their processes for managing child protection, safeguarding, inclusion, SEN, student welfare and similar important situations where sensitivity and security are paramount.

Replacing traditional paper based or relatively primitive IT systems that often lack integration and can take up a considerable amount of staff time, CPOMS enables easy and effective communications within the school and with external agencies.

CPOMS places everything related to an individual, group of individuals, case(s) etc in one easy to access location that is highly secure and resilient. The system is extremely easy to use.

Integration with leading MIS systems prevents the need to enter data twice; CPOMS adds complementary value to existing MIS systems by delivering specialist functionality together with effective management information, trend analysis and useful statistics.

The secure document store and student information vault enables related documentation to be scanned or electronic data to be attached to records so that all information is readily collated and accessible.

Functionality overview

CPOMS is an extremely effective system for managing sensitive and confidential situations where security, data protection, data integrity, system availability and resilience are crucial.

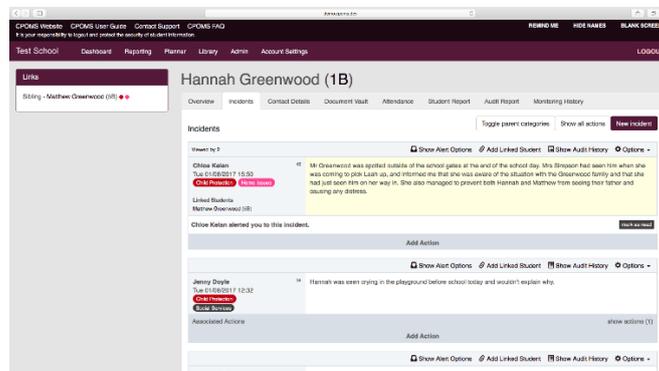
Typical uses of CPOMS where sensitivity and confidentiality are important will include (but not be limited to):

- Child Protection and Safeguarding
- Attendance
- Inclusion
- Bullying incidents
- SEN progress
- Domestic issues
- Pupil behaviour
- Student welfare
- Looked after children
- And so on....

Often, communicating critical information to others in the school that have a need to know about incidents (and checking they are authorised to be told) can prove problematic. Time and date stamped proof of the despatch and receipt of information can be difficult yet is increasingly important as legislative and external agency involvement becomes the norm. With everything in one place and improved integrity this all becomes much easier and less time consuming with CPOMS.

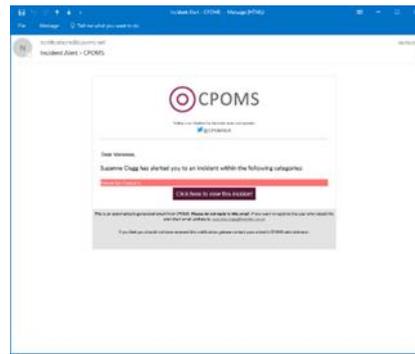
Evidence based Incident/Case Monitoring

CPOMS allows tracking of referrals to external agencies, such as the NHS/CAMHS, Social Care Services and the Police. Using the incident and action logging functionality of CPOMS, you can follow a referral from the initial stage, keep a record of communications (including letters and phone calls) and be alerted if timescales are not being met. CPOMS also uses the same action-based functionality to track communication with parents and carers, as well as students themselves. A meeting held, conversation with a child, or a decision to undertake a CAF can all be recorded on the system, in a safe, secure and searchable record.



CPOMS works seamlessly with your existing management system - including but not limited to SIMS, Integris G2, Serco Facility (CMIS) and Bromcom - and provides additional insights into students' welfare.

- Student details are imported from the management information system.
- Keep track of students using customisable categories - such as 'Child Protection', 'Bullying' or 'SEN' etc.
- Use keywords to group individual students, for example to see all students with a CAF.
- Links between related students or those in the same household maybe with different surnames are including in information taken from the MIS.
- View details of a student's special educational needs and medical conditions.
- Alert specific members of staff when you have added an incident to CPOMS.

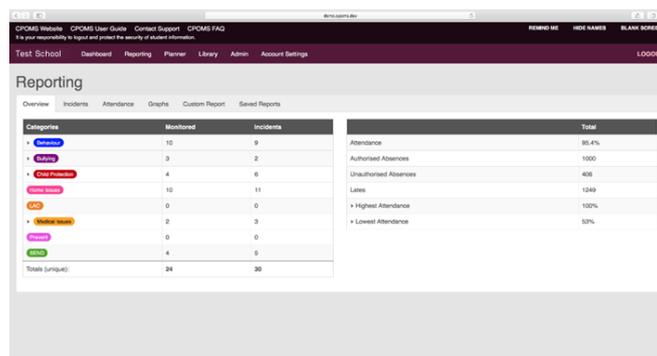


Use CPOMS' innovative incident logging features to log incidents, concerns and notes. Link multiple students to one incident and search through at the click of a button.

- Log incidents, causes for concern and notes - all in one simple, easy-to-use form.
- Upload multiple files to a single incident, allowing you to easily move your paper-based records onto CPOMS.
- Link an incident to multiple students to have the incident copied instantly on to each student's record.
- Multiple members of staff can add an action to an incident - where you can log a meeting held, communication with parents/carers and referrals to external agencies.
- Set reminders for yourself or other members of staff and get notifications when actions have taken place.

Intuitive Reporting

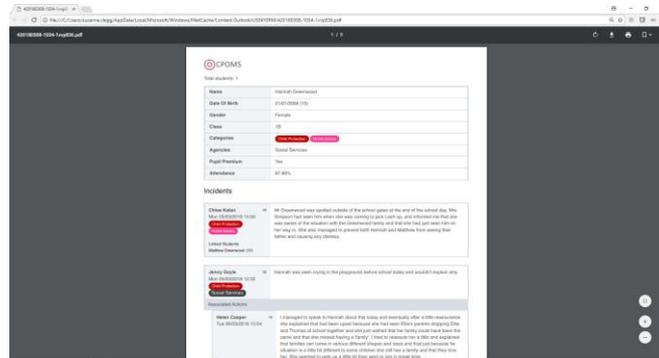
Any information system must be supported by in-depth reporting and CPOMS provides extensive features. For internal use, to report to local authorities or other agencies, or to provide summary reports to governors etc. or for executive/management reports or graphs, CPOMS is flexible and easy-to-use. Reports are designed specifically for schools, to help you identify trends and save management and staff time and to inform priorities.



Using CPOMS, you can view and export information about individual students. Use incidents and links to provide an in-depth report of a student's record, identifying trends and highlighting concerns:

- Create reports on individual students, containing at-a-glance summaries and detailed reports.
- Easily customise the information displayed in the report.

- Enable you to pinpoint how often the same students are linked to the same issues.
- Export a full printable report of a student's history, to allow you to transfer the information to another school or external agency.



CPOMS' group reporting features provide summary reports for teachers, management reports for governance and OFSTED inspections and statistical breakdowns highlighting concerns or trends about students:

- Create customisable reports on individual classes and year groups.
- Choose between summary reports, statistical information, or detailed reports about particular students.
- Statistical analysis and executive information
- Full audit trail and reporting; all key transactions are time and date stamped together with user information

World class security

CPOMS has an enterprise level permissions system which allows each school to uniquely control which members of staff can access each type of sensitive information. Access to view incidents logged inside CPOMS is restricted by “dual factor authentication” which is a technique that many online banks and similar organisations are now using to further protect access to confidential data. CPOMS' dual factor authentication mechanism requires not only a username and password, but also a ‘Soft Key’ (using the CPOMS Authenticator App on their mobile phone/ tablet device), which is uniquely associated to each CPOMS users account to access the system.

Whenever someone tries to access CPOMS they must provide their username, password and the unique 6-digit passcode, at that moment in time, from their own CPOMS Authenticator App. The 6-digit passcode is ever changing (every 30 seconds) and will only work alongside the account credentials provided – both email address and password.

If the 'CPOMS Authenticator App' cannot be used, physical USB keys are available on request for £22.50 + VAT per key (prices current at 1 March 2018 and are subject to review).

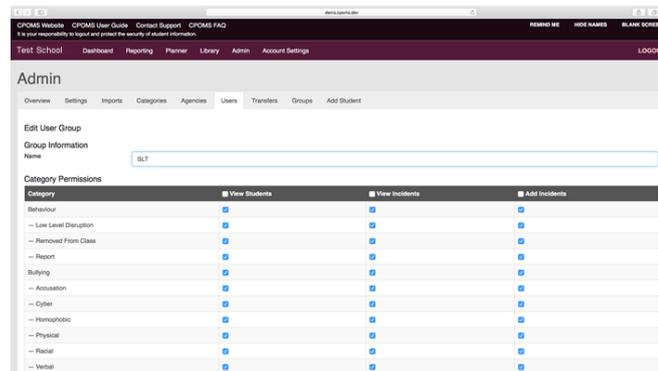
Whenever someone tries to access CPOMS using a physical USB key they must provide their username, password and have their specific USB key in the port of the computer they are using. A button on top of the USB key is pressed and a unique (every time) 44 character code is generated which is then authorised against the account credentials provided. CPOMS USB keys are associated with one and

only one account and if a user does not have their key they cannot borrow a colleague's key to access CPOMS.

Only so long as all three are present and correctly matched will access to CPOMS be permitted.

Using CPOMS, you can control staff access based on individual students, classes, year groups, categories, or system functionality.

- Control access to system functionality, ensuring management functionality is only available to designated members of staff.
- Restrict staff members to specific classes or year groups.
- Stop staff members viewing or adding incidents to particular categories - for example, allow teachers to add Child Protection incidents but not view the information that already exists.
- Setup staff groups to base permissions on, to ensure all teachers can only access certain information.
- Track all key activity in CPOMS for improved internal audit and evidence based information.



CPOMS Systems Limited takes the security of all our systems extremely seriously. Never has this been more apparent than with CPOMS Authenticator App and USB key security system: encompassing 128-bit SSL connection, all sensitive data is encrypted and two-factor authentication using the unique Soft Key App or USB key.



Only if the username, password and key details are correctly matched will access to the system be permitted.

Keys cannot be shared between members of staff - your key can only be used to access your specific user account. If a member of staff loses a key, we can deactivate them in a matter of minutes.

CPOMS SLA - Appendix 2

MIS integration

Overview

- CPOMS will automatically extract the Agreed Information from the schools MIS system overnight on each business day
- CPOMS will be updated following the extract to ensure calibration between CPOMS and the school MIS system

Details

Automatic extraction

Groupcall Exporter or data extractions via MIS API will be used.

Manual extraction

If manual extraction is to be used a separate document will be sent to the school detailing the fields that are required for CPOMS and how they can be securely transmitted to CPOMS Systems Limited.

} Either / or

Agreed Information

The data fields listed below are those that CPOMS will extract. Note that if the school has not populated the corresponding field(s) in their MIS system then the field(s) is still extracted albeit the contents will be empty. The data extract will never extract any more information than that set-out in the table below without the written, agreed permission of the school.

Fields from the MIS which are extracted to CPOMS are detailed at Appendix 10.

CPOMS SLA - Appendix 3

Hosting Service

Overview

- CPOMS is delivered by CPOMS Systems Limited in the form of software as a service
- CPOMS is hosted by CPOMS Systems Limited
- The school will access CPOMS over the internet using the supported web browsers/versions shown below:
 - ❖ [CPOMS Supported Web Browsers:](#)
 - Microsoft Internet Explorer Current version -2 (i.e. latest version plus 2 previous versions)
 - Mozilla FireFox Current Version -1 (i.e. latest version plus the previous version)
 - Google Chrome Current version -1
 - Apple Safari Current version -1
 - Others possible by special arrangement

Details

[Hosting Location\(s\)](#)

CPOMS is hosted at three separate data centre locations to maximise resilience and availability. These data centres are all in the UK.

[Planned Maintenance](#)

This will be undertaken subject to adequate prior notice of at least one week except if necessary in emergency circumstances in which case as much prior notice as possible will be provided by CPOMS Systems Limited to the School.

Work will be undertaken towards the end of the school day to minimise disruption to the CPOMS service

[Urgent Upgrades](#)

On occasions it may be necessary to apply changes at short notice due to unexpected conditions, to correct identified software errors or for infrastructure reasons and it may be necessary to suspend service during this time.

CPOMS Systems Limited will at all times seek to keep such incidents to a minimum.

[Hosting – available hours](#)

The CPOMS system will generally be available for access by the school 24x7x365.

Because times of unexpected loss of service may occur or when planned maintenance work is necessary the actual available hours over the course of the contract will be less than 24x7x365.

The target minimum availability time is 99% per annum.

Support desk hours

These will be 8.30am to 5.30pm Monday to Thursday and 8.30am to 5.00pm Friday, excluding Bank or Public holidays and weekends.

Support desk service

Support is provided by CPOMS Systems Limited ServicePoint. The procedures for contact and logging calls are described at Appendix 6; ServicePoint support desk.

CPOMS SLA - Appendix 4

Data resilience, access control, information security and Data Protection

Overview

- CPOMS Systems Limited staff who work with CPOMS or any other school data all undertake an Enhanced DBS check at least once every 12 months
- CPOMS is hosted in ISO 27001 compliant data centres equipped with additional physical security protection
- All retained and transmitted data is encrypted to the highest internationally agreed standards
- Data is held in multiple secure locations to provide maximum resilience
- Access to data by CPOMS users is strongly controlled through two-factor authentication
- CPOMS Systems Limited holds ICO (Information Commissioners Office) registration to ensure continuing compliance with Data Protection legislation

SSL encryption between the school and CPOMS.

All connections to CPOMS are encrypted over SSL. The https:// (instead of the normal http://) in the browser's address bar denotes a SSL connection, which means any data transferred is encrypted before being sent.

The SSL certificate also enables the user's computer(s) to verify that the CPOMS server is the server it says it is. Connections are encrypted with 256-bit AES encryption, the US Government standard for encryption, and 256-bit is the highest level currently available.

SSL encryption takes place between the schools' computer and the CPOMS server when CPOMS is accessed and between the schools' Management Information System (MIS) and the CPOMS server when data is being transferred through the automatic extract.

Further data encryption

In addition to the above encryption, data encryption is also applied to all sensitive information stored in the CPOMS database.

The text of incidents and actions together with native or scanned documents are all encrypted as they are stored and decoded when an authenticated request is made to view them. This means that if, in the extremely unlikely event that unauthorised access was somehow obtained to the database where the information is stored then the data, having been encrypted cannot be interpreted. This encryption also uses the 256-bit AES encryption standard referred to above.

Data Centres

CPOMS is hosted at three data centres all of which are in the UK. They are maintained to both ISO 9001 (Quality) and ISO 27001 (Information Security) certification. The data centres are manned

24/7/365 by dedicated security personnel and benefit from secure physical access controls and CCTV monitoring.

Data resilience

Using two data centres provides additional resilience; information is shared between and backed up by both data centres using duplex processing.

Access control

CPOMS uses two-factor authentication to ensure that only properly authorised users can access all or specific/ restricted parts of the system or data.

This protection is derived using the CPOMS Authenticator App, or a USB Security Key that is integral to CPOMS.

Whenever someone tries to access CPOMS they must provide their username, password and the unique 6-digit passcode, at that moment in time, from their own CPOMS Authenticator App. The 6-digit passcode is ever changing (every 30 seconds) and will only work alongside the account credentials provided – both email address and password.

If the 'CPOMS Authenticator App' cannot be used, physical USB keys are available on request for £22.50 + VAT per key (prices current as at 1 March 2018 and subject to change).

Whenever someone tries to access CPOMS using a physical USB key they must provide their username, password and have their specific USB key in the port of the computer they are using. A button on top of the USB key is pressed and a unique (every time) 44 character code is generated which is then authorised against the account credentials provided. CPOMS USB keys are associated with one and only one account and if a user does not have their key they cannot borrow a colleague's key to access CPOMS.

Only so long as all 3 are present and correctly matched will access to CPOMS be permitted.

Once a permitted user has access to CPOMS the functionality and data available to them is determined by the access permissions set by the school for each individual user or group of users.

Audit controls

All incidents, actions and key transactions performed in CPOMS are time, date and user stamped. Consequently an audit trail is maintained that accurately records all key activities undertaken using the CPOMS system. This provides additional security by providing the ability to track and analyse what has been done, by whom and when.

Management information can be obtained from the audit including information about who was alerted about a specific incident(s) or action(s) and when.

The audit trail can be used to provide evidence based information to (for example) court cases or case reviews where the time/date/user details can be very important.

Data retention

For the duration of the schools' contract with CPOMS Systems Limited for CPOMS in accordance with this SLA all historical data is retained by CPOMS Systems Limited and accessible by the school.

Should the CPOMS contract be terminated for any reason the school will be provided with all historical CPOMS data relevant to their school up to the point when the contract ends.

Further information is provided under "Exit strategy and Service de-commissioning" described at Appendix 8 of this SLA.

Data Protection responsibilities

CPOMS System Limited's responsibilities with respect to personal data in CPOMS are set out within clause 11 of the Terms and Conditions at Appendix 9. As an overview:

- CPOMS Systems Limited is defined as the Data Processor.
- The school is defined as the Data Controller.
- The school is responsible for registering the Data that will be used in CPOMS with the Information Commissioners Office (ICO).

From time to time, pupils will transfer from the school to another school. (For example Year 6 transfer to Secondary school). In accordance with the above responsibilities, the school is able to print off a full copy of a Child's Incident history to pass to the receiving school where that school does not use CPOMS.

Where the receiving school does use the CPOMS system, the school can authorise CPOMS Systems Limited in writing to copy the Child's Incident History information electronically for use by the receiving school either on an ad hoc or automatic basis.

CPOMS SLA - Appendix 5

CPOMS Implementation Process

Introduction

Following the purchase of CPOMS a consultant will contact the school to obtain specific details of their requirements. This information will allow CPOMS Systems Limited to configure the system to the schools' bespoke needs.

Step 1 – basic information: A spreadsheet will be sent to the school requesting the following information:

- School Name
- School Address
- CPOMS pricing band
- No. pupils on roll
- Primary contact name
- Primary contact role
- Primary contact telephone
- Primary contact email
- Agency and Category information – the list of agencies and categories the school would like to appear in the CPOMS system.
- User information – a list of system user details
- User groups information – list of user groups and required access

Step 2 - technical setup requirements: A document will be sent to the school requesting the setting up of the link to the MIS system:

- This will be explained in the instructions sent and will be for the attention of a member of staff who is knowledgeable with the MIS, or your IT support.

Step 3 - technical implementation

Once the above spreadsheet and data feeds have been received, a CPOMS consultant will use the provided details to setup the install.

Step 4 - implementation complete

Once the technical setup is complete a Welcome Email will be sent to the primary contact at the school with access information and full instructions on how to setup the 'Soft Key' using the CPOMS Authenticator App.

If USB Security Keys were requested they will be sent in the post, alongside a letter including the access information.

At this point the implementation is complete and the school can begin to use CPOMS.

Step 5 - CPOMS user training (optional)

If the school has opted to receive training from CPOMS Systems Limited then this will be provided as part of stage 4 above.

CPOMS SLA - Appendix 6

Servicepoint Support Desk

Procedure:

All calls must be logged through CPOMS Systems Limited ServicePoint with the preferred method being the use of the Contact Support facility within your CPOMS system. Telephone or email can alternatively be used.

When logging a call the following information will be required:-

User Contact Details; Client and Contact Name, job title, email address and telephone number.

Details of request; this should include at least the following information:-

- a) Confirmation that this is a CPOMS request
- b) Symptoms / details of the problem or request
- c) Note and advise any error messages or other relevant information relating to it
- d) Advise web browser type and version being used
- e) Indicate urgency or severity of problem

Including the correct level of detail when initially logging the call will assist ServicePoint to handle it with the required efficiency and direct it to the most appropriate consultant for initial evaluation and response.

Once the call is logged on our system you will receive a notification email confirming your call has been registered and its reference number. The call will then be directed to the appropriate CPOMS Systems Limited consultant and dealt with.

To obtain an update on a call at anytime contact ServicePoint quoting your call reference number.

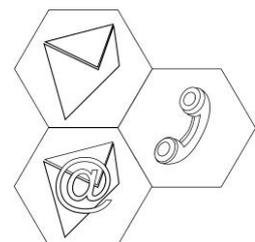
Contact Details

CPOMS Systems Limited, Unit 7, Acorn Business Park, Skipton, North Yorkshire, BD23 2UE

Email: Servicepoint@cpoms.co.uk

Web: www.cpoms.co.uk

Telephone: 0845 345 1155



CPOMS SLA - Appendix 7

CPOMS Release Strategy

Overview

- CPOMS Systems Limited release new versions of CPOMS periodically
- These can be either for error correction (version no.) and/or to deliver enhanced functionality (release no.)
- The school will always be provided with the latest available Release/Version of CPOMS at the earliest opportunity and in any event will never be on a Release/Version older than the immediately preceding Release/Version

Details

Major Releases

These releases are those that will contain new or improved functionality and will be accompanied by a Release Notice downloadable from the CPOMS website and detailing all changes. They may also include tasks explained below under Version Releases.

Such releases will be issued as and when required and will usually take place during school holidays.

Version Releases

These will be issued from time to time according to need and are for the correction of known software bugs, performance optimisation and/or upgrades to infrastructure(s).

Information will be provided on the CPOMS website to advise the reason(s) for the new version and what is included.

Impact on school or users

There will usually be no service interruption or anything the school will need to do to make use of new Releases or Versions.

In the majority of cases, upgrades will take place being entirely transparent to the school or users. On occasions if there is a need to interrupt Service to apply changes then this will be planned and advised in advance and any disruption will be minimised.

CPOMS SLA - Appendix 8

Exit Strategy and Service De-commissioning

Overview

- This process will come into operation if/when the CPOMS contract (this SLA) between CPOMS Systems Limited and the school is terminated by way of the school giving 1 months' notice of cessation of service within the current chargeable year
- It provides for the return of all school data to the school in the agreed format
- Following completion of this process the school assumes full responsibility for all school data together with the corresponding Data Protection requirements

Details

Implementation of Exit Plan

CPOMS Systems Limited will require a minimum period of one calendar month to implement and complete this process, although the school's contract will terminate after the expiry of one month's notice has been given within a chargeable year. If notice is given, no refund of any charges will be due.

Format and media for Export

CPOMS Systems Limited will provide the school with one copy of the entire CPOMS data relevant to the school. This will be provided on the agreed media being one of CD or DVD in the agreed format which is .CSV.

Following export of CPOMS data and the provision of this data to the school CPOMS Systems Limited will delete from our platforms all CPOMS data relevant to the school.

Other activities

CPOMS Systems Limited will at the same time as supplying the data also ensure that any school documentation or other materials then in its possession will be either securely destroyed or returned to the school, at the schools' discretion.

CPOMS Systems Limited will support the school to ensure an orderly closedown of the Service. At the schools' option CPOMS Systems Limited is able to provide at additional charge assistance with the transferring of data to an alternative platform as part of this process.

Service termination

On the agreed cessation date CPOMS Systems Limited will switch off all access to CPOMS after which no further use of the system will be possible by the school.

USB Security Keys

For security reasons it is required that on termination of the contract/ SLA the school is required to return all USB Security Keys to CPOMS Systems Limited. CPOMS Systems Limited will disable all keys on return to us.

CPOMS SLA Appendix 9
CPOMS Systems Limited Terms and Conditions

Terms and Conditions

Background

- A. The school requires the use of certain cloud services.
- B. CPOMS Systems Limited has offered to make its cloud services available to the school subject to the terms and conditions set out below.

Operative Provisions

1. Definitions and Interpretation

- 1.1. The definitions of the terms used in this SLA shall be as follows:

Authorised Users means those staff members and others who are authorised by the school to use the Service.

Business Day means any day other than a Saturday, Sunday or public holiday in England and Wales/Scotland

Charges means the fees payable for the use of the Service as set out at www.cpoms.uk/pricing and are subject to increase at the end of each Minimum Term as set out in clause 13 below.

Confidential Information means:

- (1) Information specific to the other party's business activities, technology or sales that has been disclosed in writing (including electronic formats) that is proprietary or confidential and is clearly labelled as such or identified as Confidential Information in clause 10 that the information is confidential,
- (2) Information specific to the other party's business activities, technology or sales that has been indicated as being confidential while being disclosed verbally or by demonstration and that has been presented in writing (including electronic formats) within 10 days of disclosure,
- (3) school-Specific Information, and
- (4) The content of this SLA, but Confidential Information does not include:
 - A. Information that was already public knowledge at the time of disclosure, or which becomes public knowledge after the disclosure through no fault of the party receiving the Confidential Information (hereafter "the Recipient"),
 - B. Information that the Recipient has rightfully obtained from a third party without

obligations of confidentiality,

- C. Information that the Recipient already held at the time of disclosure, and
- D. Information that the Recipient has developed independently without reliance on Confidential Information that has been disclosed.

Confidential Materials means materials received from the other party that contain Confidential Information including Confidential Information received via a network, such as email, that have been fixed in a tangible form.

Data Protection Legislation means the Data Protection Act 1998 and the Privacy and Electronic Communications (EC Directive) Regulations 2003 and any replacement legislation coming into effect from time to time including (without limitation) the GDPR.

Execution Date means the earlier of the date (i) that this SLA is signed by the last party or (ii) is accepted electronically by the school; or (iii) when the Service is first taken up by the school; or (iv) the date of the invoice raised by CPOMS Systems Limited to the school.

Force Majeure means a circumstance, act, event, omission or accident beyond the reasonable control of the party claiming the event of force majeure which results in that party being unable to observe or perform its obligations at all or in part or on time under this SLA or from carrying on its business. Such circumstances include, but are not limited to, acts of God, lightning strikes, earthquakes, floods, storms, explosions, fires and any natural disaster, acts of war, acts of public enemies, terrorism, riots, civil commotion, malicious damage, sabotage, revolution and strikes, failure of a utility service or telecommunications or transport network, accident, breakdown of plant or machinery and default of suppliers or subcontractors.

GDPR means the General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data.

Insolvency Event means if either party: (a) being a company, has a petition presented for its liquidation or calls a meeting to propose a resolution for its liquidation (other than solely for solvent amalgamation or reconstruction) or has a petition presented for the appointment of an administrator or has a receiver or administrative receiver appointed over it or any of its assets or makes any voluntary arrangement with its creditors; or (b) being an individual (or if a firm or partnership, any of its partners or members), has a petition presented for his bankruptcy, or has a receiver appointed over his affairs, or makes any voluntary arrangement with his creditors or (in the case of a firm or partnership) proposes or has presented against it a petition for its dissolution; or (c) in either case undergoes any analogous event in any jurisdiction where it is domiciled.

Intellectual Property means all copyright (including future copyright), patents, trademarks and service marks (registerable or not), rights in Internet domain names and website addresses and other rights in trade names, designs (registerable or not), database rights, eligible circuit layout rights, trade secrets, applications for any of the foregoing, know-how and other intellectual property rights in any country or jurisdiction.

Minimum Term means the minimum period of twelve months for which the school must purchase the Service.

Public Service Website means the website with the URL www.cpoms.co.uk that CPOMS Systems Limited publishes on the Internet with details of the Service.

Renewal Term means the period of twelve months.

School Content means the data, information and material that the school provides, stores, accesses or transmits using the Service.

School Organisation Number means the customer number allocated by CPOMS Systems Limited to the school.

School-Specific Information means the information relating to the school that the school has personally inputted, or that CPOMS Systems Limited has collected for the purpose of using the Service or facilitating the school's use of the Service.

Service means the cloud services provided by CPOMS Systems Limited to the school as described in the SLA via the Public Service Website.

SLA means the Service level Agreement to which these terms and conditions are appended, which sets out the Service purchased by the school.

Software means the online software applications provide by CPOMS Systems Limited as part of the Service.

Support Service means the support service provided by CPOMS Systems Limited in connection with the Service, as set out in the SLA.

Term means the Minimum Term plus all Renewals Terms.

Valid Transfer Mechanism means a mechanism governing the transfer of personal data outside of the European Union which is recognised by the European Commission as providing adequate protection for personal data, including (without limitation) transfers to countries that have been designated as adequate by the European Commission, use of model contract clauses approved by the European Commission, use of approved binding corporate rules and reliance on Privacy Shield certification (for transfers to the US).

Virtual Machine means the computers that CPOMS Systems Limited uses to provide the Service. Virtualisation technology splits a physical computer into multiple logical computers, each of which is operated under an independent operating system.

Virtual System means a collection of Virtual Machines and virtual infrastructure (including, but not limited to, virtual memory disks and virtual communications facilities), with a single virtual firewall and independent networks for each virtual subnet on the inside of the firewall.

Virus means anything or device (including any software, code, file or programme) which may prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network, or any other service or device, prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by rearranging, altering or erasing the programme or data in whole or part or otherwise) or adversely affect the user experience including worms, Trojan horses, viruses and other similar things or devices.

- 1.2. Definitions in this clause 1, shall apply as stated in this Appendix 9 unless expressly stated otherwise in the relevant appendix to the SLA.
- 1.3. In the interpretation of the SLA including these terms and conditions, the following provisions apply unless the context otherwise requires:
 - 1.3.1. reference to "clause" shall mean a numbered clause in these Terms and Conditions;
 - 1.3.2. the clause headings are for ease of reference only and will not be relevant to interpretation;
 - 1.3.3. words in the singular number include the plural and vice versa;
 - 1.3.4. words importing a gender include any other gender;
 - 1.3.5. a reference to a person includes bodies corporate and unincorporated associations and partnerships;
 - 1.3.6. any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms;
 - 1.3.7. any reference to a statute, statutory provision, subordinate legislation, code or guideline ("legislation") is a reference to such legislation as amended and in force from time to time;
 - 1.3.8. monetary references are references to pounds sterling.

2. Term

- 2.1. This SLA will commence on the Execution Date and, unless terminated earlier in accordance with this SLA, shall continue for the Minimum Term. Thereafter this SLA will automatically renew for subsequent Renewal Terms until such time as either party gives such written notice of termination to the other party as is set out in the SLA or in clause 3 below. For the avoidance of doubt where either the school or CPOMS Systems Limited terminates this SLA prior to the expiry of a Minimum Term, no refund of any Charges shall be made.

3. Termination

- 3.1. Either party may terminate this SLA immediately by notice in writing if the other party (i) is in material breach of any term of this SLA and such breach is not remedied within 30 days of it being notified of the breach, or (ii) undergoes an Insolvency Event.
- 3.2. CPOMS Systems Limited may immediately terminate this SLA, without notice to the school,

if:

- 3.2.1. requested by a law enforcement or regulatory authority or to avoid the Service infringing any law or regulation;
 - 3.2.2. the school is in breach of its obligations under clause 8 (Prohibitions).
- 3.3. On termination of this SLA for any reason, the Service will immediately terminate and the school's right to use software and content licensed by this SLA immediately ceases. Any Charges paid by the school shall be retained by CPOMS Systems Limited and termination for any reason will not give rise to a right of refund.

4. Provision of the Service

- 4.1. Subject to the terms and conditions of this SLA, CPOMS Systems Limited shall provide the Service to the school and permit use by the Authorised Users for the Term with due care and skill and in accordance with the terms of this SLA and so that the Service complies in all material respects with the SLA.
- 4.2. The undertaking at clause 4.1 shall not apply to the extent of any non-conformance which is caused by use of the Service contrary to CPOMS Systems Limited's instructions, or modification or alteration of the Service by any party other than CPOMS Systems Limited or the CPOMS Systems Limited's duly authorised contractors or agents. If the Service does not conform with the foregoing undertaking, CPOMS Systems Limited will, at its expense, use all reasonable commercial endeavours to correct any such non-conformance promptly, or provide the school with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the school's sole and exclusive remedy for any breach of the undertaking set out in clause 0. Notwithstanding the foregoing, CPOMS Systems Limited:
 - 4.2.1. does not warrant that the school's use of the Service will be uninterrupted or error-free; or that the Service and/or the information obtained by the school through the Service will meet the school's requirements; and
 - 4.2.2. is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the school acknowledges that the Service may be subject to limitations, delays and other problems inherent in the use of such communications facilities.
- 4.3. The school shall not access, store, distribute or transmit any Viruses, or any material during the course of its use of the Service that:
 - 4.3.1. is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
 - 4.3.2. facilitates illegal activity;
 - 4.3.3. depicts sexually explicit images;
 - 4.3.4. promotes unlawful violence;

4.3.5.is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or

4.3.6.is otherwise illegal or causes damage or injury to any person or property;

and CPOMS Systems Limited reserves the right, without liability or prejudice to its other rights to the school, to disable the school's access to any material that breaches the provisions of this clause.

4.4. The school acknowledges that school Content is provided or transmitted at the school's own risk and that the school is solely responsible and liable for all of its school Content and its accuracy, quality and legality and the means by which the school acquired the school Content. The school acknowledges and agrees that CPOMS Systems Limited makes no guarantees whatsoever regarding the school Content and is not responsible or liable for monitoring or otherwise ensuring the integrity, completeness or accuracy of any of the school Content.

4.5. The school must:

4.5.1. only access and use the Service:

4.5.1.1. for its own business purposes and not access, use or reproduce any part of the Service for any other purpose (except, for security or back-up purposes);

4.5.1.2. in accordance with any operating instructions and procedures and documentation set out or referred to in the SLA or that CPOMS Systems Limited notifies to it from time to time, including procedures and policies relating to security, access and passwords; and

4.5.1.3. in accordance with all applicable laws and regulations.

4.5.2. ensure that any other person who is permitted to access or use the Service complies with the relevant provisions of this SLA.

5. Intellectual Property

5.1. Intellectual Property in the Service (including related software and content) and any modifications or improvements to the same shall be held by CPOMS Systems Limited or its third party licensors.

5.2. Unless expressly stipulated otherwise, the school shall not duplicate, adapt or make public broadcasts (including converting the software or content into a transmittable form), modify, decompile, disassemble, or reverse engineer any such related software or content.

5.3. The school shall not except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under the SLA:

5.3.1. attempt to copy, modify, duplicate, create derivative works based on the Service except as authorised herein,

- 5.3.2. copy, frame or mirror, republish, download, display, transmit any part or content of the Service, other than copying or framing on its own intranets or otherwise for its own internal business purposes,
 - 5.3.3. reverse engineer the Service or reduce to human readable form,
 - 5.3.4. access the Service in order to (a) build a competitive product or service, or (b) copy any features, functions or graphics of the Service,
 - 5.3.5. use the Service to provide services to third parties,
 - 5.3.6. licence, sell, rent, lease, transfer, assign, distribute, display, disclose or commercially exploit the Service, make the Service available to any third party except the Authorised Users, or
 - 5.3.7. attempt to obtain or assist third parties in obtaining access to the Service other than as provider under this clause 5.3
- 5.4. The school shall use all reasonable endeavours to prevent any unauthorised access to or use of the Service and in the event of any such unauthorised access or use promptly notify CPOMS.
- 5.5. As part of the Service, the school may be provided with access to or use of third party software. The school acknowledges that CPOMS Systems Limited has certain obligations to third party licensors of software that may be accessed or used by the school in the course of accessing and/or receiving the Service. CPOMS Systems Limited shall have no responsibility in respect of any third party software.
- In using the third party software, the school agrees:
- 5.5.1. to enter into any necessary third party licences and abide by the terms of any such licences as may be notified to the school from time to time; and
 - 5.5.2. not to terminate the licences prior to the termination of this SLA.
- 5.6. Notwithstanding any of CPOMS Systems Limited's rights of termination in accordance with clause 3 above, CPOMS Systems Limited may terminate this SLA immediately upon written notice to the school if the school is in breach of the terms of any third party licence.
- 5.7. The school agrees that CPOMS Systems Limited may provide those third party licensors with information regarding the school's use of their software, including information on the number of licences required for the school's use or access of the software, the country in which the school's is located and the school's name and address.
- 5.8. The school releases CPOMS Systems Limited from any and all liability CPOMS Systems Limited may have to the school in relation to any use or other dealing with that information by CPOMS Systems Limited's third party licensors.
- 5.9. If the software is listed as open source software in the SLA, the school shall only use such software having agreed to the conditions indicated by the licensor as the license conditions for the software.

- 5.10. If the school personally prepares software for use on a Virtual Machine, the school shall acquire permission to use the software on the Virtual Machine from the person with the rights to the software.
- 5.11. If the school suggests improvements to the Service CPOMS Systems Limited shall have a royalty free, worldwide, perpetual and irrevocable licence to incorporate such improvements into the Service.
- 5.12. If the school becomes aware of any infringement of the Intellectual Property rights of any third party, the school must immediately notify CPOMS Systems Limited of any claim or allegation of infringement of the Intellectual Property rights. CPOMS Systems Limited, at its own expense, will defend any action brought against the school to the extent that such action is based on a claim that the use of the Service violates the Intellectual Property rights of a third party. The school must cooperate with CPOMS Systems Limited in relation to any actions conducted by CPOMS Systems Limited relating to the infringement of Intellectual Property rights in the Service.
- 5.13. The school shall indemnify and hold harmless CPOMS Systems Limited against all and any liabilities, losses, costs and expenses (including legal fees) howsoever arising which CPOMS Systems Limited may incur or suffer as a result of a claim by a third party that the school's installation, use, storage or accessing of the material or third party software infringes the Intellectual Property or other rights of a third party.

6. Backups

- 6.1. CPOMS Systems Limited shall provide the school with a Backup Service as detailed in the SLA.
- 6.2. In the event of any loss or damage to school Data, the school's sole and exclusive remedy against CPOMS System Limited shall be for CPOMS Systems Limited to use reasonable commercial endeavours to restore the lost or damaged school Data from the latest back-up of such school Data maintained by CPOMS Systems Limited in accordance with the archiving procedure described in the Backup Service. CPOMS Systems Limited shall not be responsible for any loss, destruction, alteration or disclosure of school Data caused by any third party.

7. Support Service

- 7.1. CPOMS Systems Limited shall provide the school with a Support Service as detailed in the SLA.

8. Prohibitions

- 8.1. In using the Service, the school agrees not to perform any of the following acts.
 - 8.1.1. Infringing, or risking the infringement of, the Intellectual Property rights of CPOMS Systems Limited or third parties.
 - 8.1.2. Infringing, or risking the infringement of, the property, privacy or confidentiality rights of CPOMS Systems Limited or third parties.

- 8.1.3. Access the Service for the purpose of monitoring availability, performance or functionality, or for any other benchmarking or competitive purposes.
- 8.1.4. Interfering with or disrupting the integrity or performance of the Service or third-party data contained therein
- 8.1.5. Discriminating against, defaming or slandering CPOMS Systems Limited or third parties, or facilitating discrimination against third parties, or undermining the reputation or good name of CPOMS Systems Limited or third parties.
- 8.1.6. Installing, storing, accessing or disseminating any defamatory, slanderous, offensive or illegal material.
- 8.1.7. Collecting personal information about a third party by fraudulent means, or without obtaining the consent of the person in question.
- 8.1.8. Erasing or falsifying the information that can be used with the Service.
- 8.1.9. Using the Service as a service bureau or any similar activity for the benefit of any third party.
- 8.1.10. Obstructing, or risking the obstruction of, the use or management of facilities owned by CPOMS Systems Limited or third parties (including actions that destroy the functions of Virtual Machines, such as erasing the operating systems stored on Virtual Machines).
- 8.1.11. In cases where the school is obliged to perform procedures in accordance with laws and regulations, such as making submissions to regulatory authorities or obtaining permits or licenses, failing to implement such procedures or violating these laws and regulations in other ways.
- 8.1.12. Compelling a third party to perform actions applicable to any of the preceding items, or failing to take appropriate measures to prevent such actions or omissions despite being aware of such actions or omissions by a third party.

9. Security

- 9.1. The school acknowledges that software, such as the operating systems running on the Virtual Machines (and including the software that is provided as part of this Service) may contain known or unknown security vulnerabilities.
- 9.2. CPOMS Systems Limited shall not be liable to the school or anyone else for any loss or damage (including, without limitation, any direct, indirect, special or consequential loss) arising from known or unknown security vulnerabilities with software, such as the operating systems running on the Virtual Machines.

10. Confidential Information

- 10.1. Subject to clause 10.3 and clauses 12, each party shall maintain the confidentiality of Confidential Information disclosed by the other party, and neither party shall disclose such information to any person other than those employees or directors of their own organisations and affiliates who need to know the information in order to use the Service (or, in the case of CPOMS Systems Limited, in order to operate and develop the Service).

- 10.2. Subject to clause 10.3 [and clause 13], each party shall store and manage Confidential Materials with due care and skill, and neither party shall transfer or provide Confidential Materials to third parties nor allow persons other than employees or directors of their own organisation and affiliates to view or otherwise access such Confidential Materials.
- 10.3. Each party may disclose or provide the other party's Confidential Information or Confidential Material to relevant third parties in the following circumstances:
 - 10.3.1. When compelled to by law;
 - 10.3.2. Where information is provided to a person with a legal obligation of confidentiality; and
 - 10.3.3. When either party commissions work relating to the Service to a third party and that third party has an obligation of confidentiality equivalent to the obligation of confidentiality in this clause 10.
- 10.4. Each party shall only use Confidential Information disclosed by the other party for purposes related to the Service, and shall not use such information for any other purpose.
- 10.5. Each party may duplicate Confidential Materials to the extent necessary in order to use the Service.
- 10.6. Each party must, without delay, destroy, erase or return to the other party all Confidential Materials (including any duplicates) if requested to do so by the other party upon termination of the SLA.
- 10.7. Each party must ensure that any employees or directors in their own organisation and affiliates who come to know the other party's Confidential Information to comply with the content of this clause 10.
- 10.8. The conditions in this clause 10 shall continue to remain in effect even after the termination of this SLA.

11. Data Protection

- 11.1. If CPOMS Systems Limited processes any personal data supplied to it by or on behalf of school for the purposes of this SLA, the provisions of clauses 11.2 and 11.3 shall apply to that personal data. A description of the personal data and the processing activities undertaken by CPOMS Systems Limited is set out in Schedule 1. For the purposes of this SLA "personal data", "data controller", "data processor" and "data subject" shall have the respective meanings given in the Data Protection Legislation.
- 11.2. Where the school expects that CPOMS Systems Limited will process personal data, the school shall:
 - 11.2.1. ensure that the personal data is accurate and up-to-date, and remains so during the period of the processing;
 - 11.2.2. ensure that all necessary consents under the Data Protection Legislation have been obtained for the supply of the personal data and its processing by CPOMS Systems

- Limited, and if requested by CPOMS Systems Limited shall promptly provide written confirmation of the same;
- 11.2.3. not do anything in connection with the personal data that would or might cause CPOMS Systems Limited to be in breach of any Data Protection Legislation or other law and/or to incur liability to any data subject;
 - 11.2.4. procure that no third party shall extract any school data unless CPOMS Systems Limited has consented to such extraction by such third party and school has entered into an agreement with such third party to limit the use of the school data subject to such extraction to the purposes agreed in advance with CPOMS Systems Limited; and
 - 11.2.5. not, and shall not permit any third party to, write, upload, amend, or alter, any school data and other data stored on CPOMS Systems Limited's databases other than directly via the CPOMS Systems Limited software or a CPOMS Systems Limited approved interface, or otherwise with CPOMS Systems Limited's prior written consent.
- 11.3. To the extent that CPOMS Systems Limited processes personal data on behalf of the school in connection with this SLA, CPOMS Systems Limited shall:
- 11.3.1. solely process the personal data for the purposes of fulfilling its obligations in this SLA and in compliance with the school's written instructions as set out in this SLA;
 - 11.3.2. ensure that any persons used by CPOMS Systems Limited to process personal data are required to treat the personal data confidentially;
 - 11.3.3. take appropriate technical and organisational measures against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data taking into account the nature of the processing and harm that might result from such unauthorised or unlawful processing, loss, destruction or damage and the nature of the personal data to be protected including without limitation, all such measures that may be required to ensure compliance with Article 32 of the GDPR;
 - 11.3.4. from 25 May 2018, taking into account the nature of the data processing activities undertaken by CPOMS Systems Limited and the information available to CPOMS Systems Limited:
 - 11.3.4.1. provide all reasonable possible assistance and co-operation to enable the school to fulfil its obligations to respond to requests from individuals exercising their rights under the Data Protection Legislation;
 - 11.3.4.2. notify the school as soon as reasonably practicable if CPOMS Systems Limited or any sub-contractor engaged by on behalf of CPOMS Systems Limited suffers a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data that is processed in connection with this SLA;
 - 11.3.4.3. following a notification under clause 11.3.4.2, provide reasonable co-operation, information and assistance to the school as may be

necessary to enable the school to notify relevant supervisory authorities and data subjects of the data security breach to the extent such notification is required under the Data Protection Legislation;

- 11.3.4.4. assist the school with carrying out data protection impact assessments and consulting with relevant supervisory authorities where such assessments and/or consultation are required pursuant to the Data Protection Legislation, provided that the scope of such assistance shall be agreed by the parties in advance and the school shall pay CPOMS Systems Limited's reasonable costs incurred in providing such assistance;
- 11.3.4.5. upon termination of this SLA, at the choice of the school, delete or return all personal data to the school and delete existing copies, except that CPOMS Systems Limited shall be permitted to retain back-up copies of data in accordance with CPOMS Systems Limited's normal back-up procedures;
- 11.3.4.6. upon reasonable request with not less than 4 weeks' notice, and provided that the school shall not make more than one request in any rolling 12 month period, make available to the school all information necessary to demonstrate compliance with the obligations set out in this clause 11 and allow for and contribute to audits, including inspections, conducted by or on behalf of the school.

11.4. In performing its obligations under this SLA CPOMS Systems Limited may appoint one or more third parties as sub-processors. CPOMS Systems Limited as data processor remains responsible to the school for the actions of its sub-processors and shall remain bound by its obligations under clause 11.3 above. A list of sub-processors used by CPOMS Systems Limited is maintained by CPOMS Systems Limited at its registered office. The school acknowledges that such sub-processors may be located outside the European Economic Area, in which case the school authorises CPOMS Systems Limited to transfer personal data to or access personal data from such locations provided that CPOMS Systems Limited has put in place and maintains a Valid Transfer Mechanism in relation to such transfers.

11.5. Subject always to its duties under this clause 11 and under clause 10 (Confidentiality), CPOMS Systems Limited may from time to time use data processed by the Service to produce statistical analyses, market data and predictive models (Analytics). No personal data will be used for the purposes of Analytics.

12. Liability and Exclusions

12.1. Except as expressly and specifically provided in this SLA:

- 12.1.1. the school assumes sole responsibility for results obtained from the use of the Service by the school, and for conclusions drawn from such use. The Supplier shall have no liability for any damage caused by errors or omissions in any information or instructions provided to the CPOMS Systems Limited by the school in connection

- with the Service, or any actions taken by CPOMS Systems Limited at the school's direction;
- 12.1.2. all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this SLA; and
 - 12.1.3. the Service is provided to the school on an "as is" basis.
- 12.2. CPOMS Systems Limited shall not be liable to the school or anyone else for any loss or damage (including, without limitation, any direct, indirect, special or consequential loss) arising from reasons that cannot be directly attributed to CPOMS Systems Limited.
- 12.3. Nothing in this SLA excludes the liability of CPOMS Systems Limited:
- 12.3.1. for death or personal injury caused by CPOMS Systems Limited's negligence; or
 - 12.3.2. for fraud or fraudulent misrepresentation.
- 12.4. Subject to clause 12.1 to 12.23:
- 12.4.1. CPOMS Systems Limited its affiliates, agents or subcontractors, and each of their partners, principals, members, employees and other personnel shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, opportunity costs, loss of business, depletion of goodwill and/or similar losses, failure to realise anticipated savings, loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, punitive damages, charges or expenses however arising under this SLA; and
 - 12.4.2. CPOMS Systems Limited's and its affiliates, agents or subcontractors, and each of their partners, principals, members, employees and other personnel total aggregate liability in contract (including in respect of any indemnity), tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this SLA shall be limited to the Charges paid by the school for the Service over the 12 months period immediately prior to the claim arising.
- 12.5. Without limiting the foregoing, CPOMS Systems Limited shall not be held legally responsible for damages to the school caused by any of the following reasons:
- 12.5.1. regular maintenance;
 - 12.5.2. Force Majeure;
 - 12.5.3. orders from government or judicial institutions to halt business activities;
 - 12.5.4. defects with the school's facilities;
 - 12.5.5. defects with the third party software running on virtual machines (whether prepared by CPOMS Systems Limited or the school);
 - 12.5.6. defects with the school's access line for connecting to the Service;

- 12.5.7. defects with the settings that the school has implemented for Virtual Systems;
 - 12.5.8. illegal operations by the school;
 - 12.5.9. use of the Service other than in accordance with any use policies and with the operating instructions and procedures and documentation set out or referred to in the SLA or that CPOMS Systems Limited notifies to the school from time to time, including procedures and policies relating to security, access and passwords;
 - 12.5.10. loss or damage (including, without limitation, any direct, indirect, special or consequential loss) arising from school Content;
 - 12.5.11. any failure or lack of security arising from the use of the Internet and/or the World Wide Web to access the Public Service Website;
 - 12.5.12. attacks or invalid actions on or related to the Service by third parties; and
 - 12.5.13. failure of or termination of any licence issued to the school to use third party software which transfers school Content to or allows access to school Content by CPOMS Systems Limited
- 12.6. To the extent permitted by law, the liability of CPOMS Systems Limited for loss or damage sustained by the school will be reduced proportionately to the extent that such loss or damage has been directly caused by the school's failure to comply with its obligations under this SLA or the negligence of the school has directly contributed to such loss or damage, regardless of whether a claim is made by the other party in contract, tort (including negligence) or any other basis.
- 12.7. The school shall be entitled to rely on the express warranties and remedies provided by CPOMS Systems Limited in this SLA and to the extent permitted by law; CPOMS Systems Limited disclaims all implied conditions or warranties without limitation, including conditions or warranties of fitness for purpose. Where legislation implies into this SLA any condition or warranty, and that legislation voids or prohibits the exclusion of that condition or warranty, the liability of CPOMS Systems Limited for any breach of that condition or warranty is limited at CPOMS Systems Limited's option to the re-supply or the cost of re-supplying the Service.
- 12.8. CPOMS Systems Limited does not warrant that the information accessible through the Public Service Website is accurate, without errors, omissions or viruses or that it is suitable for the school's purposes.
- 12.9. The school shall indemnify and hold harmless CPOMS Systems Limited against all and any liabilities, losses, costs and expenses (including legal fees) howsoever arising which CPOMS Systems Limited may incur or suffer as a result of a claim by a third party arising from the school's use of the Service in breach of this SLA and/or breach of any licence agreement with a third party.

13. Charges and Payment

- 13.1. The school shall pay the Charges to CPOMS Systems Limited and on each anniversary of the Effective Date, the Charges for each Renewal Term as set out in the invoices submitted to

the school by CPOMS Systems. All payments shall be made in pounds sterling (GBP).

- 13.2. Unless expressly stated otherwise, all Charges are exclusive of VAT and the school must pay CPOMS Systems Limited an additional amount equal to such tax.
- 13.3. With respect to the calculations for the Charges for the Service and the VAT amounts, any fractional amounts less than one penny shall be rounded down.
- 13.4. CPOMS Systems Limited will invoice the school for the Charges as stated and the school must pay all invoices within thirty (30) days of the date of the invoice.
- 13.5. If the payment date falls on a non-business day for financial institutions, the payment date shall be moved forward to the preceding business day.
- 13.6. If the school neglects to discharge financial liabilities arising from the SLA (including payment of the Charges and any debts due and payable), the school shall pay CPOMS Systems Limited interest on any amount due from the due date of payment until the date of actual payment at the rate of 2% per annum above Barclays Bank plc sterling base rate. Interest is to be calculated on a daily basis.
- 13.7. CPOMS Systems Limited may vary the Charges on each anniversary of the Execution Date by the increase in the Retail Prices Index (All Items) on each anniversary of the Execution Date or such other comparable index specified by CPOMS Systems Limited should the Retail Prices Index (All Items) cease to exist.

14. Compliance with Law

- 14.1. CPOMS Systems Limited is under no obligation to the school to supply any Service under this SLA or otherwise if its possession or processing of the school Content constitutes a breach of any relevant law or regulation.
- 14.2. CPOMS Systems Limited is under no obligation to refrain from delivering the school Content into the custody of a duly authorised law enforcement officer or government representative, officer or agency or from providing such persons or instrumentalities with access to the Service or the school Content if CPOMS Systems Limited receives a valid and proper request or demand for such information.

15. Force Majeure

- 15.1. Neither party shall be liable for any failure to comply with this SLA which is due to Force Majeure.
- 15.2. If a delay or failure by a party to perform its obligations due to Force Majeure exceeds 30 days, either party may immediately terminate the SLA on providing notice in writing to the other party.

16. Prohibition of Transfer of Rights and Obligations

- 16.1. The school shall not assign, novate or otherwise in any other way transfer its rights or

obligations under the SLA to a third party without CPOMS Systems Limited's prior written consent (not to be unreasonably withheld). CPOMS Systems Limited shall be entitled to assign, novate or otherwise transfer its rights or obligations under this SLA without the consent of the school.

17. Governing Law and Jurisdiction

17.1. The construction, validity and performance of this SLA and all non-contractual obligations arising from or connected with this SLA shall subject to clause 18 be governed by the law of England and the parties submit to the exclusive jurisdiction of the English courts.

18. Dispute Resolution

18.1. A party must not start court proceedings unless it has complied with this clause 17.

18.2. A party claiming that a dispute, difference or question arising out of this SLA ("Dispute") has arisen must notify the other party giving details of the Dispute ("Notification").

18.3. Within 7 days (or any longer period agreed between the parties) after a Notification is given, each party's relationship manager must personally or through a nominee use reasonable efforts to resolve the Dispute through negotiation.

18.4. If the parties' relationship managers cannot resolve the Dispute within 14 days after the Notification is given (or any longer period agreed between the parties), the relationship managers must immediately refer the Dispute to a General Manager (or equivalent) of each party or their nominated representatives.

18.5. If the parties fail to resolve the Dispute within a further 14 days, the parties may refer the matter to the courts in accordance with Clause 17.

19. Subcontract

19.1. CPOMS Systems Limited may subcontract for the performance of this SLA or any part of this SLA and may engage subcontractors, whether or not operating under a corporate structure, to assist in the provision of Service pursuant to this SLA at any time without the school's consent.

20. Variation

20.1. The school acknowledges and agrees that CPOMS Systems Limited may change the terms of this SLA and its Schedules at any time during the Term, in which case the new (changed) SLA shall apply to the school.

20.2. CPOMS Systems Limited will provide the school with at least 30 days' advance notice of any proposed change to the terms by email. If the school does not agree with the terms of the new (changed) SLA, the school may terminate the SLA without penalty by providing 30 days written notice to CPOMS Systems Limited.

21. Express rights

- 21.1. Any express statement of a right of CPOMS Systems Limited under this SLA is without prejudice to any other right of CPOMS Systems Limited expressly stated in this SLA or existing at law.

22. Publicity

- 22.1. Except as required by applicable law, the requirements of any governmental authority or other regulatory body which restricts the undertaking of marketing and promotional activities or press releases and public announcements in respect to the Service provided under this SLA, CPOMS Systems Limited may, with notice to the school, undertake marketing and promotional activities and make press releases and other public announcements in respect to the Service provided under this SLA.

23. Waiver

- 23.1. No right under this SLA will be deemed to be waived except by notice in writing signed by each party. Any waiver by CPOMS Systems Limited will not prejudice its rights in respect of any subsequent breach of the SLA by the school.
- 23.2. Any failure by CPOMS Systems Limited to enforce any clause of this SLA, or any forbearance, delay or indulgence granted by CPOMS Systems Limited to the school will not be construed as a waiver of CPOMS Systems Limited's rights under this SLA.

24. Severability

- 24.1. If any provision of this SLA is held invalid, unenforceable or illegal for any reason, the SLA will remain otherwise in full force apart from such provisions which will be deemed deleted.

25. Entire Agreement

- 25.1. The SLA sets forth the entire understanding between the school and CPOMS Systems Limited regarding the subject matter of this SLA.
- 25.2. The content of this SLA shall take precedence over, and neither party shall be entitled to rely on and shall have no remedy in respect of, any other agreements, materials, statements, representations, understandings or offers that were made or exchanged between the parties. This clause shall not operate to exclude liability for fraud.
- 25.3. Neither party shall be responsible for or have obligations for any matters in relation to the Service other than those specified in this SLA.

26. Third Party Rights

- 26.1. A person who is not a party to this SLA has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this SLA but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

27. Relationship of the Parties

27.1. Nothing in this SLA is intended to create a partnership, or legal relationship of any kind that would impose liability upon one party for the act or failure to act of the other party, or to authorise either party to act as agent for the other party. Neither party shall have authority to make representations, act in the name of, or on behalf of, or to otherwise bind the other party.

28. Notices

28.1. Any notice or communication given under this SLA shall be

28.1.1. in writing and served by hand, prepaid recorded or special delivery post or prepaid international recorded airmail to the relevant addressee at the address referred to on the cover page of this SLA or such other address as the relevant party may designate to the other in writing from time to time; or

28.1.2. made by electronic mail or other electronic means via the Public Service Website in accordance with any procedures set up for such purposes.

28.2. Any such notice shall be deemed to have been served at the time of delivery.

Schedule 1

Data Processing Activities

1. Categories of data

Please specify the personal data that will be processed by CPOMS Systems Limited

See fields taken from each MIS as set out in Appendix 10.

2. Categories of Data Subjects

Please specify the categories of data subjects whose personal data will be processed by CPOMS Systems Limited

Students; Guardians; Student linked relationships; House Tutors, Student/guardian relationships; Student siblings; Students contacts and relationship; Pupil Manager; SEN Managers; HR Managers; Teaching Manager; School Manager; Student class contact; Parents; Households; school employees.

3. Processing Operations

Please specify all processing activities to be conducted by CPOMS Systems Limited

- Obtaining and extracting school Content;
- Hosting school Content as a service;
- Back up services for school Content;
- Returning school Content to the school on termination of this SLA.

4. Purposes

Please specify all purposes for which the personal data will be processed by CPOMS Systems Limited

To carry out the hosting of the school's Content.

5. Duration

Please specify the length of time for which data processing activities will be carried out

The duration of the SLA with the school and for such longer period as is necessary to transfer the school Content on termination.

CPOMS SLA Appendix 10
Fields taken from each MIS

Arbor

Context	Field name	Description
AcademicYear	startDate	
	endDate	
Language	href	
	d00011_alpha3	
	label	
SenStatus	active	Used to filter out inactive entries
	href	
	senStatusName	
SenNeedType	code	
	active	Used to filter out inactive entries
	href	
MedicalConditionType	label	
	code	
	active	Used to filter out inactive entries
Religion	href	
	medicalConditionType	
	code	
Ethnicity	active	Used to filter out inactive entries
	href	
	label	
AttendanceMark	code	
	active	Used to filter out inactive entries
	href	
AcademicYearEnrolment	markShortDescription	
	markDescription	
	attendanceMark	
	isStatisticalPresent	
	isStatisticalApprovedEducationalActivity	
	isStatisticalAuthorizedAbsent	
	isStatisticalUnauthorizedAbsent	
	isPhysicalLate	
	isStatisticalPossibleAttendance	
	isLegalNotRequired	
	active	Used to filter out inactive entries
Student	href	
	student	the linked student resource

UkDfe/UpnAssignment Person	bloodGroup	
	ethnicity	the linked ethnicity resource
	religion	the linked religion resource
	person	the linked person resource
	upn	
	href	
	dateOfBirth	
	gender	the linked gender resource
	legalFirstName	
	legalLastName	
Gender LanguageAbility	preferredFirstName	
	preferredLastName	
	legalMiddleNames	
	shortName	
SenStatusAssignment	href	
	isNativeLanguage	
	language	the linked language resource
	person	the linked person resource
SenNeed	href	
	student	the linked student resource
	senStatus	the linked sen status code
InCareStatusAssignment	href	
	student	the linked student resource
	inCareStatus	the linked in care status resource
StudentLinkedRelationship	href	
	endDate	
	student	the linked student resource
	linked	the other linked student resource
MedicalPlan	href	
	startDate	
	endDate	
	student	the linked student resource
	lastModifiedDate	
MedicalCondition	content	
	summary	
	href	
	medicalConditionType	the linked medical condition type resource
Staff	endDate	
	person	the linked person resource
	medicalConditionName	
RegistrationForm	href	
	registrationFormName	
RegistrationFormTutor	academicYear	
	href	the linked person resource

	registrationForm	the linked registration form resource
	staff	the linked staff resource
House	endDate	
	href	
	houseName	
	academicYear	
HouseTutor	href	
	houseForm	the linked house resource
	staff	the linked staff resource
	endDate	
RegistrationFormMembership	href	
	student	the linked student resource
	registrationForm	the linked registration form resource
	endDate	
HouseMembership	href	
	student	the linked student resource
	house	the linked house resource
	endDate	
BusinessRoleAssignment	href	
	endDate	
	businessRole	the linked business role resource
BusinessRole	href	
	businessRoleName	
Guardians	href	
	person	the linked person resource
EmailAddress	href	
	emailAddress	
	emailAddressOwner	the resource the email address is linked to
TelephoneNumber	href	
	extension	
	number	
	numberOwner	the resource the phone number is linked to
	telephoneNumberType	
	telephoneNumberRanking	
PostalAddressOccupancy	href	
	occupant	
	endDate	
	occupant	the resource the postal address is linked to
PostalAddress	href	
	address1	
	address2	
	address3	
	postalState	
	country	the linked country
	postalCode	
	endDate	
Country	shortName	
StudentGuardianRelationship	href	
	student	the linked student resource

GuardianRelationshipType AttendanceRecord	guardian	the linked guardian resource
	isAuthorizedToCollect	
	isLegalGuardian	
	emergencyContactPriority	
	accessNotes	
	shortName	
	href	
	student	the linked student resource
	startDatetime	
	attendanceMark	the linked attendance mark resource

Bromcom

Context	Field Name	Description
terms	calendarName	
	startDate	
	endDate	
student	studentID	Bromcom student ID
	firstName	
	lastName	
	middleName	
	preferredFirstName	
	preferredLastName	
	dateOfBirth	
	gender	
	upn	
	admissionNumber	
	ethnicity	
	ethnicityID	Bromcom ethnicity ID
	englishProficiencyDescription	
pupilPremiumFlag		
isEligibleForFreeMeal		
student/fsm	languageTypeName	
	languageDescription	
student/language	tirmFullAddressLabel	
student/addresses	provisionName	
	provisionDescription	
	needTypeDescription	
	needTypeName	
student/senStudents	studentContactID	Bromcom student-contact ID
	contactRelationType	
	contactPriority	
	alternativeContactNotes	
	siblingID	Bromcom ID of the sibling
student/Siblings collection	collectionID	Bromcom collection ID
	collectionTypeName	
	collectionname	
contact	contactID	Bromcom Contact ID
	studentContactID	Student - Contact association
contact/phones	telephoneNumber	
	telephoneTypeCategoryDescription	
	staffID	Bromcom staff ID
staff	title	
	preferredFirstName	
	preferredLastName	
	firstName	
	lastName	
	jobTitle	

Integrus G2 Datashare

Context	Field name	Description
students/StudentBasic	studentId	Uniquely identify the student
	studentReference	
	upn	
	uln	
	dob	
	knownName	
	firstName	
	secondName	
	surname	
	legalSurname	
students/StudentDetailed	gender	dateofbirth
	entryDate	firstname
	englishAsAnAdditionalLangauge	legal_firstname
	ethnicity	middlename
	ethnicityCode	
	ethnicityDescription	
	giftedAndTalented	
	religion	
	language	
	studentId	Unique ID of the sibling
students/Siblings	currentSenStage	
students/SudentSensitive	need	
students/SenNeeds	inCare	
	fsmTakenUp	
	fsmEndDate	
	fsmStartDate	
	everPupilPremium	
students/StudentEmail	email	
students/StudentPhone	mobileNumber	
students/Address	line1	address_block
	line2	
	line3	
	line4	
students/Contacts	contactId	Unique ID of the related contact
	email	
	firstName	
	surname	
	studentId	
	relationship	relationship to the student
	phones	
students/Contacts/Address	line1	Contact's address
	line2	
	line3	
	line4	
	postcode	
staff/StaffBasic	staffId	Uniquely identify the staff member
	title	

groups/Classes	knownName forename legalSurname surname classDescription classId students staffId1	Uniquely identify the class
groups/Teachingsets	classId teachingsetName teachingsetId students staff	name Uniquely identify the teachingset
groups/Yeargroups	yeargroupId yeargroupName students	Uniquely identify the year group name
groups/Houses	houseDescription houseId students	Uniquely identify the house

iSAMS

Context	Field Name	Description
PupilManager/CurrentPupils	ID	Pupil ID inside iSAMS
	Preferredname	
	Surname	
	MiddleName	
	Gender	
	Forename	
	UPN	
	DOB	
	EnrolmentDate	
	Form	
	YearId	
	Type	SEN Type
	SENManager/Requirements SENManager/GiftedAndTalented	PupilID
OnRegister		Gifted and Talented?
PupilManager/Contacts	Address	
	ID	Contact ID inside iSAMS
	RelationshipRaw	Relationship to Student
	Title	
	Forename	
	Surname	
	Address	
	Mobile	Mobile telephone number
	Telephone	Telephone Number
	EmailAddress	
PupilManager/CurrentPupilsHealth	ID	ID of the pupil the record belongs to
	Summary	
	Note	
RegistrationManager/RegistrationCodes RegistrationManager/RegistrationStatuses	Code	
	PupilID	ID of the pupil the record belongs to
	Code	
HRManager/CurrentStaff	RegistrationDateTime	
	ID	ID of the staff member
	Title	
	Forename	
	Surname	
	PreferredName	
TeachingManager/TeachingForms	Teacher	ID of the form teacher
SchoolManager/Forms	FormCode	
	ID	Form ID inside iSAMS
SchoolManager/Years	Form	
	ID	Year ID inside iSAMS

SchoolManager/BoardingHouses	Name
	ID
	Name
SchoolManager/AcademicHouses	ID
	Name

Progresso (SOAP API)

Context	Field Name	Description
LearnerRecord/Students	LearnerID	Student ID
	LearnerCode	
	PreferredForename	
	PreferredSurname	
	Forename	
	Surname	
	Gender	
	UPN	
	DoB	
	Email	
	Ethnicity	
	FreeSchoolMeals	
	HomeAddress	
	EntryDate	
LearnerRecord/Religion	LearnerID	ID of the assigned student
	ReligionDescription	
	ReligionCode	
LearnerRecord/Languages	LearnerID	ID of the assigned student
	LanguageDescription	
	LanguageCode	
LearnerRecord/StudentsExtendedDetails	EAL	English as Additional Language?
	GiftedAndTalented	
	InCare	
	PupilPremium	
LearnerRecord/SenProvisions	ProvisionTypeCode	
	ProvisionTypeName	
	Condition	
LearnerRecord/MedicalConditions	Note	
	InfoDate	
	Date	
Attendance/AttendanceStatsForStudent	RollCallAttendanceCat	
	ContactID	
Contacts/Contacts	ContactAssociatesLearnersID	
	Relationship	
	Priority	
	GroupID	
	Type	
ManageGroup/Groups	Name	
	LearnerID	ID(s) of the pupils assigned to that group
	EmployeeID	ID(s) of the staff assigned to that group

StaffRecord/Staff

EmployeeID

Title

Forename

Surname

Contacts/Contacts

ContactID

Title

Forename

Surname

Email

HomeAddress

Phone

MobileNumber

SetupMaster/SchoolInfo

LaNumber

Number

Local Authority Code

School Number

Prosolution

NB: This is only representative of the default procedure that CPOMS Systems Limited send to schools. Schools are free to change this as they please as long as it outputs correctly to the CPOMS Systems Limited schema. CPOMS Systems Limited can't guarantee that these fields are all that are sent to CPOMS Systems Limited.

Context	Field name	Description
ProSolution..StudentDetail	StudentID	
	FirstForename	Forename/LegalForename
	Surname	Surname/LegalSurname
	sex	Gender
	UniqueLearnerNo	ULN
	DateOfBirth	
	Address1	Address Block
	Address2	
	Address3	
	Address4	
	PostCodeOut	
	PostcodeIn	
	MobileTel	Telephone
	Tel1	
	Email	
	StudentDetailID	
	AcademicYearID	Used to grab only current students
ProSolution..LearningDifficulty	Description	Need Type
	LearningDifficultyID	
ProSolution..Disability	Description	NeedTypeCode
	DisabilityID	
ProSolution.._CCC_SystemUser	UserName	Uniquely identify the user
	EmailAddress	
ProSolution..staff	FirstName	Firstname/LegalFirstname
	Surname	
	SystemUserID	Used to grab only active users
IsCurrent		
code		
ProSolution..Offering	name	ID
	studentId	GroupName
	StudentDetailID	
	OfferingID	
	AcademicYearID	
ProSolution..Enrolment	OfferingID	
	userdefined13	
	offeringTypeID	
	offeringID	

ProSolution..collegeLevel

sid
sid

ScholarPack

Context	Field Name	Description	
STUDENT	PUPILID	Pupil ID in ScholarPack	
	FORENAME		
	SURNAME		
	MIDDLENAME		
	LEGALSURNAME		
	GENDER		
	UPNNUMBER		
	DATEOFBIRTH		
	ETHNICITY		
	SENPROVISION		
	RELIGION		
	ADMISSIONDATE		
	EAL	English as Additional Language	
	LOOKEDAFTER		
	FSMCLAIM	Free School Meals?	
	PUPILPREMIUM		
	SUBDWELLING	Address Information	
	DWELLING		
	STREET		
	LOCALITY		
	TOWN		
	COUNTY		
	POSTTOWN		
	ZIPCODE		
	ATTENDANCESTART		
	ATTENDACEPATTERN		
	STUDENT/CLASS CONTACT	CLASS	
		CONTACTID	Contact ID in ScholarPack
		TITLE	
		FORENAME	
		SURNAME	
		HOMEEMAIL	
		SUBDWELLING	Address Information
DWELLING			
STREET			
LOCALITY			
TOWN			
COUNTY			
POSTTOWN			

	ZIPCODE	
	TELEPHONENUMBER_MOBILE	
	TELEPHONENUMBER_HOME	
	TELEPHONENUMBER_WORK	
	RELATIONSHIPTOPUPIL	
	SOSPRIORITY	Contact Priority
	PARENTALRESPONSIBILITY	
STAFF	PERSONNELID	Staff ID in ScholarPack
	TITLE	
	FORENAME	
	SURNAME	
	FORMGROUP	
Student/YearGroup	YEARGROUP	
SCHOOL	LEACODE	
	SCHOOLCODE	

SIMS/ CMIS

Data Item	SIMS.NET	CMIS
Pupil – MIS ID	Y	Y
Pupil – Preferred Forename	Y	Y
Pupil – Preferred Surname	Y	Y
Pupil – Legal Forename	Y	Y
Pupil – Legal Surname	Y	Y
Pupil – Middle Name	Y	Y
Pupil – Date Of Birth	Y	Y
Pupil – Gender	Y	Y
Pupil – In LEA Care	Y	Y
Pupil – Telephone	Y	Y
Pupil – Email	Y	Y
Pupil – Looked After Child [LAC]	Y	Y
Pupil – Free School Meals [FSM]	Y	Y
Pupil – Pupil Premium	Y	N
Pupil – UPN	Y	Y
Pupil – Year Group	Y	Y
Pupil – Registration Group	Y	Y
Pupil – Key Stage	Y	Y
Pupil – Enrolment Status	Y	Y
Pupil – Admission Number	Y	Y
Pupil – Admission Date	Y	Y
Pupil – Year Of Entry	Y	Y
Pupil – Year Of Leaving	Y	Y
Pupil – House	Y	Y
Pupil – Boarder Status	Y	Y
Pupil – Present Marks	Y	N
Pupil – Attendance Groups	Y	N
Pupil – Attendance Tracking Start Date	Y	N
Pupil – Attendance Marks String	Y	N
Pupil – Attendance Running Totals	Y	N
Pupil – Ethnicity	Y	Y
Pupil – Ethnicity Code	Y	Y
Pupil – Home Language	Y	Y
Pupil – First Language	Y	Y
Pupil – First Language Code	Y	Y
Pupil – English Additional [EAL]	Y	Y
Pupil – Religion	Y	Y
Pupil – Parental Salutation	Y	Y
Pupil – Parental Addressee	Y	Y
Pupil – Address Block	Y	Y
Pupil – Emergency Consent	Y	N
Pupil – Blood Group	Y	N
Pupil – Pregnant Pupil	Y	N
Pupil – SEN Status Code	Y	Y
Pupil – SEN Status	Y	Y

Pupil – Gifted and Talented	Y	Y
Pupil – Agencies	Y	N
Pupil – Siblings	Y	Y
Pupil – Medical Conditions	Y	N
Pupil – Medical Notes	Y	N
Pupil – IEPs	Y	N
Pupil – Provisions	Y	N
Pupil – SEN Statements	Y	N
Pupil – Summary Attendance	Y	Y
Pupil – Attendance String	Y	Y
Pupil – Classes	Y	Y
Pupil – Lesson Attendance	Y	N
Pupil – FSM Start Date	N	N
Pupil – FSM End Date	N	N
Pupil – Sibling Type	Y	Y
Pupil – Sibling Student	Y	Y
Pupil – Medical Condition ID	Y	Y
Pupil – Medical Condition Description	Y	Y
Pupil – Medical Condition – Date Received	Y	Y
Pupil – Special Needs Type	Y	Y
Pupil – Special Needs Type Code	Y	Y
Pupil – Special Needs Ranking	Y	Y
Pupil – Special Needs Description	Y	Y
Agency – Type	Y	N
Agency – Start Date	Y	N
Agency – End Date	Y	N
Agency - Telephone Number	Y	N
Agency – Contact Number	Y	N
Contact – MIS ID	Y	Y
Contact – Title	Y	Y
Contact – Forename	Y	Y
Contact – Surname	Y	Y
Contact – Initials	Y	Y
Contact – Gender	Y	Y
Contact – Home Address	Y	Y
Contact – Home Email	Y	Y
Contact – Work Email	Y	N
Contact – Main Telephone	Y	Y
Contact – Work Telephone	Y	Y
Contact – Mobile Telephone	Y	Y
Contact – Priority	Y	Y
Contact – Relationship to student	Y	Y
Staff Member – MIS ID	Y	Y
Staff Member – Title	Y	Y
Staff Member – Preferred Forename	Y	Y
Staff Member – Preferred Surname	Y	Y
Staff Member – Legal Forename	Y	Y
Staff Member – Legal Surname	Y	Y
Staff Member – Initials	Y	Y

Staff Member – Classes	Y	Y
Staff Member – Job Titles	Y	Y
Staff Member – Email	Y	Y
Staff Member – Roles, Job Title	Y	Y
Staff Member – Roles, Start Date	Y	Y
Staff Member – Roles, End Date	Y	Y
Registration Groups, Subject Groups (classes) - ID	Y	Y
Registration Groups, Subject Groups (classes) - Type	Y	Y
Registration Groups, Subject Groups (classes) - Name	Y	Y
Term Dates – Term Name	Y	N
Term Dates – Start Date	Y	N
Term Dates – End Date	Y	N

Veracross

Context	Field name	Description	
students	person_pk		
	preferred_name		
	last_name		
	middle_name		
	first_name		
	gender		
	birthday		
	email_1		
	mobile_phone		
	home_phone		
	current_grade		
	students/relationships	related_person_fk	Used to identify the student this parent record belongs to
		relationship	
pick_up			
emergency_contact			
legal_custoday			
parents	person_pk		
	first_name		
	last_name		
	home_phone		
	mobile_phone		
	business_phone		
	email_1		
	household_fk	Used to identify the parent's household	
households	household_pk		
	address_1		
	address_2		
	address_3		
	city		
	postal_code		
facstaff	person_pk		
	name_prefix		
	first_name		
	last_name		
	job_title		
classes	class_pk		
	description		
	class_id		
	teachers/person_fk	Identify any teachers within the group	

courses	id	
	course_id	
	course_name	
enrollments	class_fk	Identify which group the enrolment belongs to
	student_fk	identify the student the enrolment belongs to
	currently_enrolled	

Wonde

Context

students

Field name

Description

id
middle_names
surname
gender
forename
legal_surname
legal_forename
date_of_birth

students/education_details/data

upn
admission_number
admission_date

students/groups/data/groups

id id of the related group
type type of the related group

students/sen_needs/data/sens

id
category_description
category_code

students/contacts/contacts
students/medical_conditions/data/medical_conditions
groups

id Id of the related contacts

groups/type
medicalConditions

id
id
name
type
id
description
code

employees

id
title
surname
forename
legal_forename
legal_surname
initials
roles

contacts

id
title
forename
surname

contacts/contact_details/data/phones

home

contacts/contact_details/data/emails

contacts/contact_details/data/addresses

contacts/contact_details/data/addresses/home

work

mobile

home_email

work_email

home

district

town

county

country

postcode

Comparison Table

Attribute	SIMS	Facility /CMIS	Arbor	Bromcom	Integris G2	iSAMS	Progresso	ScholarPack	VS	Veracross
Pupil										
Preferred Forename	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Preferred Surname	Y	Y	Y	Y	Y	Y	Y	Y	Y	N
Legal Forename	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Legal Surname	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Middle Name	Y	Y	Y	Y	N	Y	N	Y	Y	Y
Date of Birth	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Gender	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Telephone	Y	Y	Y	N	Y	N	N	N	N	Y
Email	Y	Y	Y	N	Y	N	N	N	N	Y
Looked After Child (LAC)	Y	Y	Y	N	Y	N	Y	Y	N	N
Free School Meals (FSM)	Y	Y	N	Y	Y	N	Y	Y	Y	N
Pupil Premium	Y	Y	N	Y	Y	N	Y	Y	N	N
UPN	Y	Y	Y	Y	Y	Y	Y	Y	Y	N
Year Group	Y	Y	N	Y	Y	Y	Y	Y	N	Y
Registration Group	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Subject Groups	Y	Y	N	N	N	N	N	N	N	N
House	Y	Y	Y	Y	Y	Y	Y	N	N	N

Attribute	SIMS	Facility /CMIS	Arbor	Bromcom	Integris G2	iSAMS	Progresso	ScholarPack	VS	Veracross
Key Stage	Y	Y	N	N	N	N	N	N	N	N
Enrolment Status	Y	Y	Y	N	N	N	N	N	N	N
Admission Number	Y	Y	N	Y	N	N	N	N	N	N
Admission Date	Y	Y	Y	N	Y	Y	Y	N	Y	N
Year of Entry	Y	Y	N	N	N	N	N	N	N	N
Year of Leaving	Y	Y	N	N	N	N	N	N	N	N
Boarder Status	Y	Y	N	N	N	N	N	N	N	N
Present Marks	Y	Y	Y	N	Y	Y	Y	Y	Y	N
Attendance Groups	Y	Y	Y	Y	Y	Y	Y	Y	Y	N
Attendance Tracking Start Date	Y	N	Y	N	Y	Y	Y	Y	Y	N
Attendance Marks String	Y	N	Y	N	Y	Y	Y	Y	Y	N
Attendance Running Totals	Y	Y	Y	N	Y	Y	Y	Y	Y	N
Ethnicity	Y	Y	Y	Y	Y	N	Y	Y	Y	N
Home Language	Y	Y	Y	N	Y	N	N	N	N	N
First Language	Y	Y	Y	Y	Y	N	Y	N	N	N
English Additional (EAL)	Y	Y	N	Y	Y	N	Y	Y	N	N
Religion	Y	Y	Y	N	Y	N	Y	Y	N	N
Parental Salutation	Y	Y	Y	Y	Y	Y	Y	Y	Y	N

Attribute	SIMS	Facility /CMIS	Arbor	Bromcom	Integris G2	iSAMS	Progresso	ScholarPack	VS	Veracross
Parental Addresses	Y	Y	Y	Y	Y	Y	Y	Y	N	N
Address Block	Y	Y	Y	N	Y	Y	Y	Y	N	N
Emergency Consent	Y	N	N	N	N	N	N	N	N	N
Blood Group	Y	N	Y	N	N	N	N	N	N	N
Pregnant Pupil	Y	N	N	N	N	N	N	N	N	N
SEN Status	Y	Y	Y	Y	Y	N	Y	Y	N	N
Gifted and Talented	Y	Y	N	N	Y	Y	Y	N	N	N
Siblings	Y	Y	Y	Y	Y	Y	N	N	Y	N
Medical Conditions	Y	N	Y	N	N	N	N	N	N	N
Medical Notes	Y	N	Y	N	N	Y	Y	N	N	N
SEN Statements	Y	N	Y	N	Y	Y	N	N	N	N
Special Needs Info	Y	Y	Y	Y	N	Y	N	N	Y	N
Contact										
Forename	Y	Y	Y	N	Y	Y	Y	Y	Y	Y
Surname	Y	Y	Y	N	Y	Y	Y	Y	Y	Y
Initials	Y	Y	Y	N	Y	Y	Y	Y	Y	Y
Gender	Y	Y	N	N	N	N	N	N	N	N
Home Address	Y	Y	Y	N	Y	Y	Y	Y	N	Y
Home Email	Y	Y	Y	N	N	Y	Y	Y	Y	Y
Work Email	Y	N	Y	N	N	N	N	N	N	N

Attribute	SIMS	Facility /CMIS	Arbor	Bromcom	Integris G2	iSAMS	Progresso	ScholarPack	VS	Veracross
Main Telephone	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Work Telephone	Y	Y	Y	Y	Y	Y	N	Y	Y	Y
Priority	Y	Y	Y	Y	N	N	Y	Y	N	N
Relationship to Student	Y	Y	Y	Y	N	Y	Y	Y	Y	Y
Contact Notes	N	N	N	Y	N	N	N	N	N	N
Legal Guardian?	N	N	Y	Y	N	N	N	Y	N	Y
Staff Member										
Title	Y	Y	Y	Y	Y	Y	Y	Y	N	Y
Preferred Forename	Y	Y	Y	Y	Y	Y	N	N	N	N
Preferred Surname	Y	Y	Y	Y	Y	N	N	N	N	N
Legal Forename	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Legal Surname	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Initials	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Classes	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Job Titles	Y	Y	Y	Y	N	N	N	N	N	Y
Email	Y	Y	N	N	N	N	N	N	N	N
Term Dates										
Term Name	Y	N	N	N	N	N	N	N	N	N
Start Date	Y	N	N	N	N	N	N	N	N	N
End Date	Y	N	N	N	N	N	N	N	N	N