



Assistant SENDCo

Assistant SENDCo — Pilot Agreement

A short, plain-English agreement for a time-limited trial.

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Document: Pilot Agreement

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Classification: Schools / Pilot

This covers a free pilot of Assistant SENDCo (this "Agreement"). If your school goes on to use the product on a paid or wider basis, our full Master Services Agreement applies instead. This pilot doesn't oblige Progress 55 to offer, or the school to take up, any paid services.

Even though the pilot is free, both sides are giving something in return under this Agreement. In particular, your school will share feedback and is letting Progress 55 use that feedback, and anonymised data that doesn't identify anyone, to improve the product. On that basis, the parties agree as follows.

1. Who this is between

- **Progress 55 Ltd** ("we", "us", "Progress 55") — company no. 17045552, 12 Mallard Way, Newcastle upon Tyne, NE15 9DJ. We make and run Assistant SENDCo.

- [REDACTED]
("you", "the school") — [REDACTED].

We'll call Assistant SENDCo "the product" throughout.

2. What this is

This is a free pilot. We're giving you access to the product so your staff can use it for real SEN Support Plan work, and so we can learn from how it goes. It's a trial, not a long-term commitment on either side. The product is Assistant SENDCo, a secure web-based application that helps school staff and SENDCos write high-quality SEN Support Plans and, through a growing set of connected tools, plan, cost, track, monitor and evidence special educational provision and inclusion across the school.

3. How long it runs

The pilot runs from [REDACTED] for **one school term**. Either of us can end it earlier (see section 10). If we both want to carry on afterwards, we'll move to our Master Services Agreement.

4. What we provide

- Access to the product for **an unlimited number of staff members** you nominate, set up by invitation.
- The product as it stands today, including updates we make during the pilot. We can switch off access straight away if we reasonably think there's a security risk or a data breach, and we'll let you know as soon as we can, giving reasons. Once the issue is resolved, we'll restore access promptly. Any suspension lasting more than 14 days will be treated as termination under section 10, and the data export and deletion provisions will apply.
- Reasonable support by email if something isn't working.
- We will provide our security pack upon request.

We provide the product "as is" for the pilot. As far as the law allows, we don't make any promises or guarantees about it - for example, that it's good enough quality or right for your particular needs. But we do promise two things: that we'll comply with all applicable data protection law when we process personal data under this Agreement and the DPA; and that, as far as we know, the product won't infringe anyone else's

intellectual property rights. We'll do our best to keep it running well, but during a trial we can't promise it will always work, be available, or be free of faults or errors.

5. What we ask of you

- This is a live tool for real plans. Treat the pupil data you put into it with the same care you'd apply to any school system holding children's information — right staff, secure devices, normal safeguarding good practice.
- Use the product for genuine SEN Support Plan work, in line with the setup guide.
- Tell us when something doesn't work or could be better — that's the point of a pilot.
- Any feedback, suggestions, or ideas you share about the product are given freely, and we can use them to improve the product without any obligation or payment to you.
- Keep your login details and any school key secure, and make sure staff do the same.
- As the school, you're solely responsible for the decisions you make about pupils, and for checking and approving anything the product produces before you use it. The product helps you write plans; it doesn't make decisions about children, and we're not responsible for whether its AI-generated output is accurate or suitable.
- Don't copy, change, or reverse engineer the product or try to get at its source code. Don't resell it, sublicense it, or give access to anyone outside your nominated staff. And don't use it to build a competing product or service.
- You're responsible for the acts and omissions of your nominated staff and anyone you allow to access the product as if they were your own, including their compliance with this Agreement.

6. Data protection — the important bit

Pupil information is special category data about children. We take this seriously and so should the agreement.

- **You are the Controller. We are the Processor.** You decide what data goes in and why; we process it only on your instructions.
- Our processing is governed by our **Data Processing Agreement (DPA)**, which sits alongside this pilot Agreement and forms part of it. The DPA sets out the Article 28 terms, our security measures, our sub-processors, and what happens to data at the end.
- All plan data is **end-to-end encrypted** and held in the **UK** (Supabase, London).
- Our **sub-processors** are listed in the DPA and our Sub-Processor Register, each under a signed DPA.
- **AI features are a core part of the product and available throughout the pilot.** Each teacher opts in before any data is sent to our AI sub-processor. Only de-identified text is sent, and the transfer position is set out in our AI Usage Statement.
- You, as Controller, are responsible for telling parents and carers how their child's data is used, using our privacy notice as the basis.

7. Keeping things confidential

During the pilot we'll each see things that aren't public — your pupil data on our side, and how our product works on yours. We'll each keep that confidential and only use it for the pilot. This doesn't apply to anything already public, or that we're required by law to share. You also agree not to share screenshots, recordings, or

other details about the product's features, performance, pricing, or security with anyone else (including other schools, suppliers, and the press) without our written consent first. You can, though, share that information with your governors, trustees, local authority, or the Department for Education where it's reasonably needed for governance, safeguarding, or regulatory purposes. Each of us will take reasonable steps to protect the other's confidential information. If either of us spots any unauthorised access to it, or any disclosure or loss of it, we'll tell the other promptly and help limit the damage. On request, and in any case when the pilot ends, each of us will return or securely destroy the other's confidential information as far as practical - though one copy may be kept for compliance and audit. These confidentiality duties last for 5 years after the pilot ends (and for trade secrets, for as long as they stay secret).

8. Who owns what

- We own all materials, content, and technology that make up the product and its underlying systems (our "Provider Materials"). These include, without limit: our software, source code, and associated technical infrastructure; the Provision Library (our full library of pre-written, evidence-tagged provision text, including the KS1+ and EYFS collections); the "Name the Need" framework, including our assessment profiles, question banks, original needs descriptors and level labels, and our brand colour scale; the ISP/Evidence Record engine suite, including the impact verdict engine, golden-thread link engine, review engine, continuity seeding system, and in-plan audit chain; the Universal Support Plan (USP) engine, including its local-authority export mappings, per-LA fill logic, and gap ledger (though not the local-authority templates themselves, which are used under the Open Government Licence or equivalent); our AI prompt suite, anti-injection guardrails, and double-anonymisation architecture; our rule engines, rule weightings, and per-local-authority rule variants; our assessment descriptors, compliance copy, guidance content, worked examples, and research workbook; and all improvements, updates, and future additions to any of the above. We own all intellectual property rights in the Provider Materials, including copyright, database rights, and trade secrets. As long as you stick to this Agreement, during the pilot we give your nominated staff a limited licence to access and use the product (and the Provider Materials made available through it) just for your own internal SEN Support Plan work. That licence is non-exclusive, can't be transferred or sublicensed, and can be withdrawn. Except for that limited licence, you gain no rights in the Provider Materials.
- You own your data and the plans you create. You can export your plans as Word documents at any time, and you can delete them. You give us permission to host, process, transmit, display and otherwise use your data - but only to run the pilot, provide the product, keep it working and secure, and meet our legal duties. We can also use anonymised, combined data from use of the product to improve the product and for internal analytics and benchmarking. That data will have been irreversibly anonymised, in line with the ICO's anonymisation guidance, so it doesn't identify any pupil, staff member, or the school. To be clear, you don't gain any rights in the Provider Materials that sit within, or come out of, the product.
- Nothing here gives either of us rights over the other's property beyond what's needed to run the pilot. If either party breaches section 7 (confidentiality) or its data protection obligations, the other can ask a court for an injunction (without having to prove specific financial loss), on top of any other remedies it has.

9. If something goes wrong

- Each of us is responsible for meeting our own obligations under this Agreement and the DPA.

- We're responsible for data protection failings caused by us, as set out in the DPA. But the £5,000 cap in this section 9 still applies to those failings, and they count towards it, even if the DPA says something different.
- Beyond that, our total liability to you for everything connected with this Agreement and the DPA - whether the claim is in contract, negligence, breach of a legal duty, or anything else - is capped at £5,000 in total. We also won't be liable for any indirect or knock-on loss, or for any loss of profits, revenue, expected savings, goodwill, or business opportunity, even if it was foreseeable. None of these limits apply to anything the law says can't be limited (for example death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or other liabilities the law won't let us exclude).
- You'll cover us against any claims, losses, or costs we reasonably incur arising from your use of the product in breach of this Agreement, your input of data without a lawful basis, or the decisions you make about pupils, provided that we notify you promptly of any such claim and give you reasonable opportunity to defend or settle it. Your liability under this indemnity is not subject to the liability cap set out above in this section 9.
- Neither of us will bring a claim connected with this Agreement or the DPA more than 12 months after the date we knew (or should reasonably have known) about the facts behind it - except for any claim the law says can't be time-limited this way.

10. Ending the pilot

- Either of us can end the pilot at any time by giving the other **2 weeks** notice in writing (email is fine). Either of us can also end it straight away, in writing, if the other seriously breaches this Agreement (including the DPA) and doesn't fix it within 7 days of being asked to, or if the other becomes insolvent or goes into administration.
- When the pilot ends, you'll have 30 days to export your plans. After that period, we'll delete or return your data in line with the DPA, and we may disable access to the product.
- The confidentiality, data protection, intellectual property ownership, feedback, limitation of liability, and indemnity terms (along with any other terms that are meant to last) carry on after the pilot ends, for as long as they need to.

11. Cost

The pilot is **free**. There's no charge and no obligation to buy anything afterwards. You are responsible for your own costs of participating in the pilot (including staff time, devices, connectivity, and internal approvals).

12. The legal basics

- This Agreement and the DPA together are the whole agreement for the pilot.
- It's governed by the law of **England and Wales**, and the courts of England and Wales deal with any disputes (including non-contractual).
- If any part of it can't be enforced, the rest still stands.

- Neither of us is responsible for delays or failures caused by events outside our reasonable control (for example outages of third-party infrastructure, strikes, or acts of government), for as long as that event continues.
- Neither of us can assign, transfer, or subcontract this Agreement without the other's written consent, except that we may use sub-processors as set out in the DPA.
- Any formal notice under this Agreement must be in writing and sent by email to each party's named contact (or by post to the addresses above). An emailed notice counts as received on the next working day.
- Only we and you have rights under this Agreement - no one else does, and the Contracts (Rights of Third Parties) Act 1999 doesn't apply to it.
- Any change to this Agreement needs to be in writing and agreed by both of us. If either of us doesn't enforce a right straight away, that doesn't mean we've given it up.
- We can each sign our own copy of this Agreement (including electronically), and together those copies count as one Agreement.
- If a dispute comes up, we'll each try in good faith to sort it out through senior contacts on both sides before either of us goes to court. This doesn't stop either of us asking a court for an urgent order to protect its position.
- Neither of us will use the other's name or logo publicly without prior written consent, except that we may refer to the existence of the pilot internally and to our advisers.
- As this is a free pilot, no service levels, uptime guarantees, or response-time commitments apply beyond the reasonable email support described in section 4.
- We maintain appropriate insurance for a business of our size and activities, including professional indemnity and cyber cover, and will provide evidence on reasonable request.
- Each person signing this Agreement confirms they are authorised to enter into it on behalf of, and to bind, the party they sign for.

13. Sign here

For Progress 55 Ltd

Name: Role:

Signature: Date:

For

Name: Role:

Signature: Date: