



## **Schedule 3 - Data Processing (amendments)**



## Part 1

### 1. Definitions and Interpretation

The following definitions and rules of interpretation apply in this Schedule.

#### 1.1 Definitions:

**Applicable Laws:** the laws of any member of the European Union or by the laws of the European Union applicable to the Supplier to process Personal Data.

**Personal Data:** means any information relating to an identifiable person who can be directly or indirectly identified in particular by reference to that information.

**Processing, processes and process:** any activity that involves the use of Personal Data or as the Data Protection Legislation may otherwise define processing, processes or process. Processing includes obtaining, recording or holding the Personal Data or carrying out any operations on the Personal Data, including organisation, adaptation or alteration, retrieval, consultation or use, disclosure, combination, erasure or destruction.

**Data Protection Legislation:** (i) the Data Protection Act 1998, until the effective date of its repeal (ii) the General Data Protection Regulation ((EU) 2016/679) (GDPR) and any national implementing laws, regulations and secondary legislation, for so long as the GDPR is effective in the UK, and (iii) any successor legislation to the Data Protection Act 1998 and the GDPR, in particular the Data Protection Bill 2017-2019, once it becomes law.

**Personal Data Breach:** a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise processed.

**Third Party Processor:** the various hosting providers, cloud providers, SMS providers and email providers as engaged by the Supplier from time to time in relation to the Services.

1.2 This Schedule is subject to the terms of the Subscription Agreement and is incorporated into the Subscription Agreement and shall take effect from its deemed receipt in accordance with clause 22.2.

1.3 In the case of any contradiction, inconsistency or other discrepancy between the terms of this Schedule and the terms of the Subscription Agreement, the terms of this Schedule will prevail.

## 2. Data Processing

- 2.1 Each party shall comply with all applicable requirements of the Data Protection Legislation. This clause 2.1 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.
- 2.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the School is the Data Controller and the Supplier is the Data Processor (where **Data Controller** and **Data Processor** have the meanings as defined in the Data Protection Legislation). Part 2 of this Schedule sets out the scope, nature and purpose of processing by the Supplier, the duration of the processing and the types of personal data (as defined in the Data Protection Legislation, **Personal Data**) and categories of data subjects.
- 2.3 The School shall retain control and own the Personal Data, including all Personal Data created through the Services and the Supplier shall not use the Personal Data for any purpose other than that set out in the Subscription Agreement and this Schedule, without the prior written permission of the School.
- 2.4 The School grants the Supplier a licence to create databases from, copy and store the Personal Data solely to perform the Services, for the Subscription Term.
- 2.5 Without prejudice to the generality of clause 2.1, the School will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer and processing of the Personal Data by the Supplier for the duration and purposes of the Subscription Agreement.
- 2.6 Personal Data transferred by the School to the Supplier for the purpose of the Services shall be done so securely in accordance with the migration agreement entered into between the Supplier and the School in relation to the transfer of Personal Data.
- 2.7 Both parties will maintain registration with the Information Commissioner's Office (if applicable) in accordance with Data Protection Legislation.
- 2.8 Without prejudice to the generality of clause 2.1, the Supplier shall, in relation to any Personal Data processed in connection with the provision of the Services shall:
- 2.8.1. process that Personal Data, use any privacy notices and other information supplied by the School solely for the purposes of providing the Services unless the Supplier is required by Applicable Laws. Where the Supplier is relying on Applicable Laws as the basis for processing Personal Data, the Supplier shall promptly notify the School of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Supplier from so notifying the School;
  - 2.8.2. shall at all times implement appropriate technical and organisational measures against unauthorised or unlawful processing, access, disclosure, copying, modification, storage, reproduction, display or distribution of Personal Data, and against accidental or unlawful loss, destruction, alteration, disclosure or damage of Personal Data.

- 2.8.3. shall implement such measures to ensure a level of security appropriate to the risk involved, including as appropriate:
- (a) the pseudonymisation and encryption in the transit and rest of Personal Data;
  - (b) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
  - (c) the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident; and
  - (d) a process for regularly testing, assessing and evaluating the effectiveness of security measures;
- 2.8.4. ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential and are aware both of the Supplier's duties and their personal duties and obligations under the Data Protection Legislation and the Subscription Agreement;
- 2.8.5. not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the School has been obtained and the following conditions are fulfilled:
- (a) the School or the Supplier has provided appropriate safeguards in relation to the transfer;
  - (b) the data subject has enforceable rights and effective legal remedies;
  - (c) the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
  - (d) the Supplier complies with reasonable instructions notified to it in advance by the School with respect to the processing of the Personal Data.
- 2.8.6. not disclose the Personal Data, privacy notices or other information supplied by the School to any third party other than on the School written instructions or as required by Applicable Laws;
- 2.8.7. assist the School, at the School cost, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- 2.8.8. notify the School without undue delay on becoming aware of a Personal Data breach;
- 2.8.9. at the written direction of the School, delete or return all Personal Data and copies thereof to the School on the termination or expiration of the

Subscription Agreement unless required by Applicable Law to store the Personal Data; and

2.8.10. maintain complete and accurate records and information to demonstrate its compliance with this clause, and shall provide on demand of the School.

2.9 The Supplier shall be entitled to outsource to the Third Party Processor all or some of its obligations under the Subscription Agreement in relation to the Personal Data and otherwise. The Supplier confirms that it has entered into, or (as the case may be) will enter into, with the Third Party Processor as a third-party Personal Data Processor, a written agreement incorporating terms which are substantially similar to those set out in this Schedule. As between the School and the Supplier, the Supplier shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause 2.10 including the Third Party Processor. The Supplier shall promptly provide the School with the details of the Third Party Processor upon request.

## Part 2

### Personal Data Processing Purposes And Details

Subject matter of processing:

- The processing of Personal Data in connection with the supply of the Services.

Duration of Processing:

- The Supplier will retain the Personal Data for 6 months from the termination or expiry of the Subscription Agreement.

Nature of Processing:

- To create databases from, copy and store the Personal Data solely to provide the Services.

Business Purposes:

- To supply the Services under the Subscription Agreement.

Personal Data Categories:

Pupils	Pupil Contacts	Staff & Volunteers
Name	Name	Name
Address	Address	Address
Age	Gender	Telephone Number
Gender	Telephone number	Email address
Siblings	Email address	Health and medical information
Race or ethnic origin	Relationship to child	Emergency contact name and telephone number
Religious or philosophical beliefs		Contract Information
Health and medical information		
Dietary Information		
Academic performance		
Disciplinary information		
Safeguarding and Child Protection information		
Languages spoken		

Data Subject Types:

- Children (current, former and future pupils)
- Employees
- Volunteers
- Parents and other relatives