**NataSECTION A – COMPANY DETAILS**

Each referred to as a **“Party”** and together the **“Parties”**.

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| **DATA CONTROLLER** |
| **Full Legal Name:** |  |
| **Registration Number (if applicable):** |  |
| **Primary Contact Name and Title:** |  |
| **Postal Address for Notices:** |  |
| **Email Address for Notices:** |  |

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| **DATA PROCESSOR** |
| **Full Legal Name:** | Get Set 4 Education Ltd |
| **Registration Number (if applicable):** | ZA790560 |
| **Primary Contact Name and Title:** | Natalie Richardson |
| **Postal Address for Notices:** | Get Set 4 Education LtdConifer HouseYewlandsHoddesdonHertsEN11 8BX |
| **Email Address for Notices:** | admin@getset4pe.co.uk |

**SECTION B – DETAILS OF DATA PROCESSING**

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| **Agreed Purpose of Processing:** | To provide ………… with a teaching and assessment tool on an online platform. |
| **Commencement Date:** |  |
| **Duration of Processing:** |  |
| **Categories of Personal Data:** | * Identity data
* Contact data
* Optional: Gender, PP, SEND, EAL information
* Optional: Assessment information
* Optional: Club and competition attendance information
* Optional: Notes, photographs and videos of pupils
 |
| **Categories of Data Subject:** | * Staff
* Optional: Pupils
 |

**SECTION C – ACCEPTANCE**

By signing below, the Data Processor signifies its agreement to Sections **A**, **B**, **C and D** of this agreement and agrees to be bound by it:

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| **Authorised Signature:** |  |
| **Print Name:** | **NATALIE RICHARDSON** |
| **Date:** |  |

**SECTION D – TERMS AND CONDITIONS OF THE AGREEMENT**

1. **INTERPRETATION**
	1. The information contained in Sections **A** and **B** of this agreement constitute definitions for the purposes of this agreement. In addition, the following definitions, and rules of interpretation in this clause apply in this agreement:
2. **DEFINITIONS**
	1. **“Data Controller”, “Data Processor”, “Data Subject”, “Personal Data”, “Processing”** and **“Data Protection Impact Assessment”** shall have the meanings given in Applicable Data Protection Law;
	2. **"Applicable Data Protection Law"** shall mean:
		* 1. The Data Protection Act 2018 of the UK Parliament on the protection of individuals with regard to the processing of personal data and on the free movement of such data; and
			2. The UK General Data Protection Regulation as brought into UK law by the above and the Data Protection Act 2018 and the Data Protection, Privacy and Electronic Communications (Amendments etc.)(EU Exit) Regulations 2019;
			3. The Privacy and Electronic Communications (EC Directive) 2003 concerning the processing of personal data and the protection of privacy in the electronic communications sector;
			4. The Data Protection (Charges and Information) Regulations 2018 on the circumstances in which data controllers are required to pay a charge, and provide information, to the Information Commissioner.
			5. Any subsequent acts or amendments to law relating to personal data applicable in the United Kingdom
	3. **"Data"** means the Personal Data of the Customer and its customers, where such Personal Data is processed by either party under this Agreement.
3. **BACKGROUND**
	1. Data Controllers are liable for their compliance with Applicable Data Protection Law and must only appoint Data Processors who can provide ‘sufficient guarantees’ that the requirements of Applicable Data Protection Law will be met, and the rights of data subjects protected.
	2. This Agreement sets out the framework for the sharing of Personal Data between the Data Controller and Data Processor and defines the principles and procedures that the Parties shall adhere to and the responsibilities the Parties owe to each other.
	3. Nothing documented herein shall relieve the Data Controller of its own direct responsibilities and liabilities under any Applicable Data Protection Law of the European Union or United Kingdom to which they are subject.
4. **THE PERFORMANCE OF DATA PROCESSING ACTIVITIES**
	1. The Data Processor shall process the Data as necessary to perform its obligations under the Agreement and in accordance with the documented instructions of the Data Controller (the "**Agreed Purposes**"), except where otherwise required by any law applicable to the Data Controller. In no event shall the Data Processor process the Data for its own purposes or those of any third party.
5. **INTERNATIONAL DATA TRANSFERS**
	1. The Data Processor shall not transfer the Data (nor permit the Data to be transferred) outside of the United Kingdom or countries with an appropriate decision of adequacy from the UK regulator unless:
		* 1. It takes such measures as are necessary to ensure the transfer is in compliance with Applicable Data Protection Law.
6. **ENSURING A DUTY OF CONFIDENCE**
	1. The Data Processor shall ensure that any entity or person that it authorises to process the Data (including its staff, agents and subcontractors) (an "**Authorised Person**") shall be subject to a strict duty of confidentiality (whether a contractual duty or a statutory duty), and shall not permit any person to process the Data who is not under such a duty of confidentiality. The Data Processor shall ensure that all Authorised Persons process the Data only as necessary for the Permitted Purpose.
7. **ENSURING THE SECURITY OF PROCESSING**
	1. The Data Processor shall, having regard to the nature of the Services and as more particularly set out in the Agreement, implement appropriate technical and organisational measures to protect the Data from accidental or unlawful destruction, and loss, alteration, unauthorised disclosure of, or access to the Data (a "**Security Incident**").
8. **ENGAGEMENT OF SUB-PROCESSORS**
	1. The Data Processor shall not subcontract any processing of the Data to a third-party subcontractor without the prior written consent of the Data Controller. If the Data Controller refuses to approve to the Data Processor’s appointment of a third-party subcontractor on reasonable grounds relating to the protection of the Data, then the Data Processor will not appoint the subcontractor.
	2. The Data Processor shall provide to the Data Controller a comprehensive list currently engaged sub-processors processing the personal data governed by this agreement. Such list shall be provided in the format of **Annex 1** to this agreement and shall include at least the names of those sub-processors, the location of their processing, the services they provide to the Data Processor and confirmation of whether up to date agreements have been signed which provide the same or greater protection as those conferred on the Data Processor by this agreement.
9. **EXERCISING DATA SUBJECT RIGHTS**
	1. The Data Processor shall so far as technically practicable provide all reasonable and timely assistance to the Data Controller to enable the Data Controller to respond to:
		* 1. Any request from a Data Subject to exercise any of its rights under Applicable Data Protection Law (including its rights of access, correction, objection, erasure and data portability, as applicable); and
			2. Any other correspondence, enquiry or complaint received from a Data Subject, regulator or other third party in connection with the processing of the Data. In the event that any such request, correspondence, enquiry or complaint is made directly to the Data Processor, the Data Processor shall inform the Data Controller as soon as reasonably practicable providing reasonable details of the same.
10. **ASSISTING THE DATA CONTROLLER TO MEET THEIR LEGAL OBLIGATIONS**
	1. If the Data Processor believes or becomes aware that its processing of the Data is likely to result in a high risk to the data protection rights and freedoms of Data Subjects, it shall inform the Data Controller as soon as reasonably practicable and provide the Data Controller with all such reasonable assistance as the Data Controller may reasonably require in order to conduct a Data Protection Impact Assessment (DPIA).
	2. Upon becoming aware of a Security Incident, the Data Processor shall inform the Data Controller without undue delay and shall provide all such timely information and cooperation as the Data Controller may reasonably require in order for the Data Controller to fulfil its data breach reporting obligations under (and in accordance with the timescales required by) Applicable Data Protection Law.
	3. The Data Processor shall further take all such measures and actions as are technically practicable given the nature of the Services and within its control to remedy or mitigate the effects of the Security Incident and shall keep the Data Controller up-to-date about all developments in connection with the Security Incident.
	4. The Data Processor shall notify the Data Controller as soon as reasonably practical of any legally binding request it receives from law enforcement unless such disclosure is prohibited.
	5. Upon the Data Controller’s written request with reasonable notice given, within normal working hours, once per annum the Data Processor will permit a data protection audit in respect of the Data Controller, including locations at or from which the Services are provided by Auditors. During each audit, the Data Processor will grant the Auditors reasonable access to relevant books, records, systems, facilities, controls, processes and procedures to the extent related to a reasonable assessment of the Data Processor’s data protection procedures and without compromising the confidentiality of itself or any other customer. The Data Processor will, in a timely manner, cooperate so far as is reasonable with the Auditors. The Data Controller shall use reasonable endeavours to procure that Auditors will seek to avoid disrupting the Data Processor’s normal business operations during any audit. The Auditors shall not seek access to information or data belonging or relating to any other customer of the Data Processor or which does not relate to the Services.
11. **TERMINATION AND RETENTION OF DATA**
	1. Upon termination or expiry of this Agreement, the Data Processor shall (at the Data Controller’s election) securely destroy or return to the Data Controller all Data (including all copies of the Data) in its possession or control (including any Data subcontracted to a third party for processing). This requirement shall not apply to the extent that the Data Processor is required by any applicable law or by virtue of any other lawful grounds to retain some or all of the Data, in which event the Data Processor shall isolate and protect the Data from any further processing except to the extent required by such law.
	2. The Data Processor shall not be in breach of this Clause if it acts on the instructions of the Data Controller.
	3. The Data Processor acknowledges and agrees that the Customer retains all right, title and interest in and to the Personal Data.

**ANNEX 1**

Appointed Sub-processors:

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| **Sub-Processor Name:** | **Description of Services Provided:** | **Geographical Processing Location:** | **Where outside the UK, describe the legal safeguards in place:**  | **Signed Agreement****(Yes / No)** |
| Avamae | Software development and support | London | NA | Yes |
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