



Data Processing Agreement

1. In so far as required, both parties agree that they will comply with all applicable requirements of the (i) General Data Protection Regulation (EU) 2016/679 (**GDPR**) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 1998 (together, **Data Protection Legislation**). This clause 7 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.
2. The parties acknowledge that for the purposes of the Data Protection Legislation, the school is the data controller and PPEP is the data processor (where **Data Controller** and **Data Processor** have the meanings as defined in the Data Protection Legislation). Schedule 1 sets out the scope, nature and purpose of processing by PPEP, the duration of the processing and the types of personal data (as defined in the Data Protection Legislation, Personal Data) and categories of Data Subject.
3. Without prejudice to the generality of clause 7.1, the school will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to PPEP for the duration and purposes of this agreement.
4. Without prejudice to the generality of clause 7.1, PPEP warrants and undertakes that it shall, in relation to any Personal Data processed in connection with the performance by PPEP of its obligations under this agreement:

- 4.1. process that Personal Data only on the written instructions of the school unless PPEP is required by the laws of any member of the European Union or by the laws of the European Union applicable to PPEP to process Personal Data (**Applicable Laws**). Where PPEP is relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, PPEP shall promptly notify the school of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit PPEP from so notifying the school;
- 4.2. ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the school, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
- 4.3. ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
- 4.4. 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:
 - 4.4.1. the school or PPEP has provided appropriate safeguards in relation to the transfer;
 - 4.4.2. the data subject has enforceable rights and effective legal remedies;
 - 4.4.3. PPEP complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
 - 4.4.4. PPEP complies with reasonable instructions notified to it in advance by the school with respect to the processing of the Personal Data;
- (a) assist the school, at the School's 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;

- (b) notify the school without undue delay on becoming aware of a Personal Data breach;
 - (c) at the written direction of the school, delete or return Personal Data and copies thereof to the school on termination of the agreement unless required by Applicable Law to store the Personal Data; and
 - (d) maintain complete and accurate records and information to demonstrate its compliance with this clause 7 (and allow for audits by the school or the school's designated auditor).
5. The school consents to PPEP appointing additional third-party processors of Personal Data under this Agreement from time to time, provided that PPEP will give to the school a prior written 60 days' notice to advise of any such additional third-party processors and the school does not object to the appointment of any such additional third-party processors during the 60 days' notice period. Should the school object in writing to any such additional third-party processors being appointed by PPEP, it will have the right to terminate this agreement upon giving PPEP at least 30 days' prior written notice in which case the school shall be entitled to the refund of the paid fee proportionate to the number of full months left from the then current initial or renewed subscription period from the termination date until the end of the applicable initial or renewed subscription period, which shall be the school's sole and exclusive remedy if the school objects to any new third-party processor. PPEP confirms that it has entered or (as the case may be) will enter with each of the third-party processors into a written agreement substantially on that third party's standard terms of business incorporating terms which are substantially similar to those set out in this clause 7. As between the school and PPEP, PPEP shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause 7.
6. The parties may by mutual agreement revise this clause 7 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme.
7. The school agrees to indemnify and keep indemnified PPEP and defend it at the school's own expense against all costs, claims, damages or expenses incurred by PPEP or for which PPEP may become liable due to any failure by the school or its employees or agents to comply with any of the school's obligations under this clause 7.
8. The school shall own all right, title and interest in and to all of the Customer Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Customer Data.

This agreement stands as a data processing agreement between PPEP and the School. Additional information is detailed in the terms and conditions.

The purpose of the data processing agreement is to provide the School with a safe mechanism for processing data. This is required for the school to receive full functionality of the Primary PE Passport app. This will benefit the School when tracking and assessing pupils' development and achievements and having the information available to produce individual, class, year group and school reports. We store all pupil data on a server located in a secure location in the UK and our IT security measures include firewall, SSL encryption, secure access server, data only stored on server outside application, back up of data, usernames and encrypted passwords.

Organisations involved:

The Primary PE Passport

Data Items Required - see schedule 1.

The organisations involved will only use the data provided to upload it to the app associated to the school. It will not be shared with any other body. Please see the privacy policy, security policy, data protection policy and terms of service in your original contract for more details.

SCHEDULE 1 Processing, Personal Data and Data Subjects

1. Processing by PPEP

1.1. Scope

The Supplier will process the school's Personal Data strictly in accordance with this agreement for the purpose of providing the services to the School under this agreement.

1.2. Nature

Any school Personal Data provided by the school, including non-sensitive personal data and, potentially, special categories of personal data, at the discretion of the school.

1.3. Purpose of processing

To carry out the services within and outside the EEA as directed by the school.

1.4. Duration of the processing

For as long as is necessary to comply with this agreement for the provision of services by PPEP to the school, and to comply with PPEP statutory obligations, if applicable.

2. Types of personal data

As may be provided by the school from time to time, including but not limited to:

- Name of child
- Class
- Year Group
- SEND
- Disadvantaged
- EAL
- Gender
- Ethnicity
- Pupil Premium

As well as other types of Personal Data as may be submitted by the school to PPEP from time to time to enable PPEP to provide the services under this agreement.

3. Categories of data subject

Any categories as may be necessary for PPEP to provide its services under this agreement as may be directed by the school, including but not limited to the lead contact at school, teachers and pupils.

Amended 26-09-18