



**Eduboard Limited t/a askEddi**

**and**

**(School)**

**SixIntoSeven**

**Year 6 to Year 7 Transition portal**

**Data Sharing & Processing Agreement**

**March 2021**

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Please note: this document (located at <https://sixintoseven.co.uk/agreements>) is for reference only. Agreements will be viewed and accepted as part of the registration process on <https://portal.sixintoseven.co.uk>.

### Parties

This agreement is made by and between:

- (1) Eduboard Limited trading as askEddi (company number 10570208) whose registered office is at 30 Crosby Road North, Liverpool, Merseyside L22 4QF, ICO Registration: ZA278740 ("The Company"); and
- (2) [Full name of the School] with registration number [0000] of [School address] ("School")

### Background:

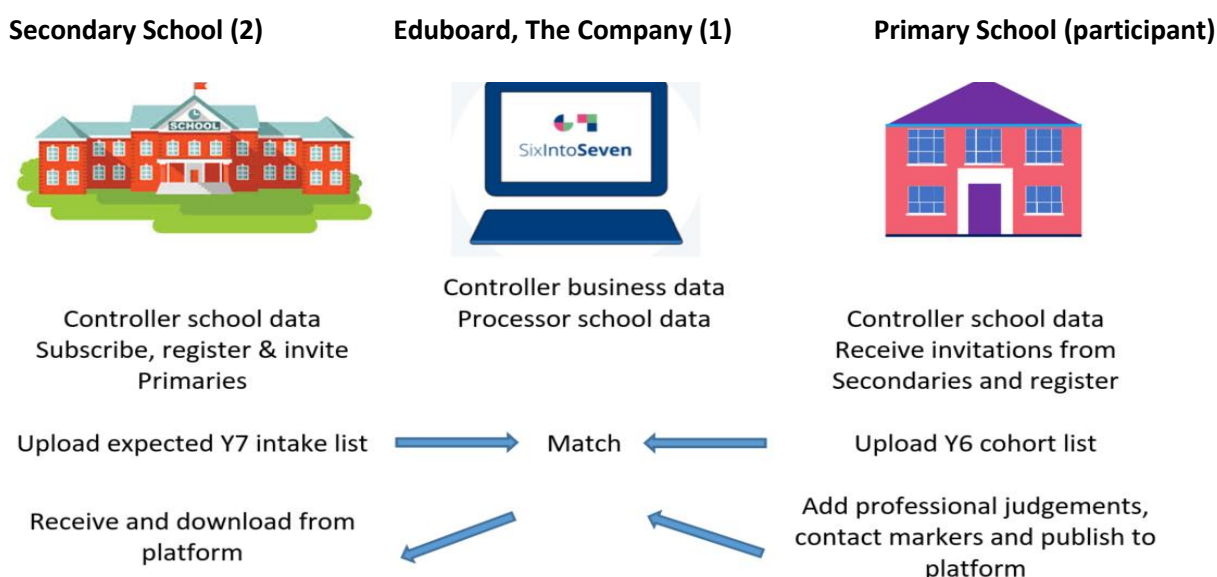
The School and the Company have entered into the SixIntoSeven Platform Licence Agreement in order to facilitate the transfer/receipt of attainment data from/to another school.

The School and the Company now wish to commence the transfer/receipt of this data, subject to and in accordance with, the terms and conditions of this Agreement.

IT IS AGREED AS FOLLOWS:

### 1. General

- 1.1. This Agreement relates to the ongoing and routine sharing of the personal data outlined in Schedule A1: - The Shared Data & Data Subjects, necessary to achieve the Permitted Purpose of this project.
- 1.2. This Agreement should be read in conjunction with the Platform Licence Agreement, Participation Agreement and the SixIntoSeven Privacy Notice <https://sixintoseven.co.uk/agreements>
- 1.3. The Company reserves the right to revise and update this Agreement at any time effective on the date of posting to the Platform the new and/or revised provisions.
- 1.4. Each party warrants that it has the right, power and authority to enter into this Agreement and to perform its obligations under this Agreement;
- 1.5. If a change of law occurs, the parties shall take all reasonable steps to mitigate the adverse impact of such change of law upon the Agreement.
- 1.6.
- 1.7. The parties each warrant entering into this Agreement shall not cause that party to be in breach of any other contract to which it is a party, or to be in breach of any statutory or other legal requirement.
- 1.8. The diagram below illustrates the relationship of the parties under this Agreement.



## 2. Definitions and Interpretation

2.1. In this Agreement the following terms and expressions shall have the following meanings unless expressly stated otherwise:

Agreement	means this Data Sharing & Processing Agreement together with any a Participation Agreement executed under it and the SixIntoSeven Privacy Notice <a href="https://sixintoseven.co.uk/agreements">https://sixintoseven.co.uk/agreements</a>
Applicable Data Protection Law	means Regulation 2016/679 (General Data Protection Regulation GDPR) of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data; the Data Protection Act 2018, the Freedom of Information Act 2000, the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2003/2426) and any applicable national implementing laws, regulations and secondary legislation in England and Wales relating to the Processing of personal data and the privacy of electronic communications, as amended, replaced or updated from time to time. The terms 'controller', 'personal data', 'data subject', 'data subject request', 'personal data breach', 'processing' (including process, processed, processing and processes) and 'supervisory authority' have the meaning given to them in applicable Data Protection Law as amended from time to time.
Company	means Eduboard Ltd (Company Number 10570208) t/a askEddi, whose registered address is 30 Crosby Road North, Liverpool, England, L22 4QF, including its employees (including volunteers), subcontractors, agents and assigns.
Complaint	means a complaint or request relating to any party's obligations under Data Protection Law relevant to this Agreement, including any compensation claim from a data subject or any notice, investigation or other action from a Supervisory Authority.
Confidential Information	means all information of a confidential nature (in any form), including Data as defined below, which is imparted or disclosed to, or otherwise obtained by a party (whether directly or indirectly) including the other party's know-how, personal data, trade secrets, financial, commercial, technical, tactical, strategic, marketing or customer information, employee information, any information agreed to be or marked as confidential, any other information a party knows, or could be reasonably expected to know, is confidential and any other such information related to or concerning a party's business.
Data	means all personal data, as defined by Applicable Data Protection Law, and other information shared or processed, as applicable, by either the data controllers or processor and is broken down into the following categories:
School Data	means personal data relating to pupils, staff and other data regarding pupils, including year group information, professional judgement indicators of pupil attainment and 'contact required' marker.
Business Data	

means personal data relating to staff at the School (Users), and information and data about the use of the Platform to enable the Company to operate its business. This includes, but is not limited to, user names, account contact information, billing and invoice information, support cases, marketing engagement and anonymised product usage data.

As more specifically detailed in Schedule A1: - The Shared Data & Data Subjects and the Basis for Processing & Sharing the Shared Data.

DPIA	means a Data Protection Impact Assessment, which is a process to ensure that organisations identify, assess, and evaluate the risks to data subjects from projects or data Processing activities.
Force Majeure Event	means any act, event, omission, or accident beyond the reasonable control of a party and that could not have been reasonably anticipated or avoided by a party, which prevents it from, or delays it in, performing its obligations under this Agreement. For the avoidance of doubt, neither Covid 19 issues, nor Brexit constitute an event of Force Majeure.
ICO	means the UK Information Commissioner's Office or any successor regulatory authority.
Participant	means the primary school that has entered into a Participation Agreement with parties to this Agreement.
Participation Agreement	means a legally binding agreement between the parties to this Agreement and each of its Participants for the sharing of personal data, and which incorporates these terms and conditions and in the form set out at Schedule B: - Participation Agreement to this Agreement.
Permitted Purpose	means the primary School shares Data to the Platform around key assessments on year 6 pupils. The Platform subsequently transfers that Data to the secondary School in order to support transition into year 7.
Platform	means the SixIntoSeven platform provided by the Company.
School	means the School entering into this Agreement, or a Participant entering into a Participation Agreement executed under it, which may be either a primary, (including junior) or secondary School, academy or other establishment, including its pupils, employees (including volunteers), subcontractors, agents and assigns and as more specifically identified by its DfE registration number.
Staff	means Eduboard employees, contractors, agency workers, consultants, volunteers, interns, apprentices and those undertaking work experience.
Subscription Period	means the 12 month period from the date that a School completes registration for SixIntoSeven unless terminated or renewed in accordance with the SixIntoSeven Platform Licence Agreement. Pupil data will be retained on the system up to 31st July of the following year.

Technical and Organisational Measures	means the technical and organisational measures to protect the Data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, and which provide a level of security appropriate to the risk represented by the Processing and the nature of the data to be protected and which are set out in Schedule A3: - Technical & Organisational Measures.
Users	means School staff authorised by the school to use the platform.
Writing or written	includes faxes, emails and writing in any electronic form.

## 2.2. In this Agreement:

- 2.2.1. Where a provision in this Agreement refers to a School, it applies to both a primary School (Participant) and a secondary School, where a provision specifically refers to a primary School or a secondary School, the provides applies to that entity only.
- 2.2.2. Schedule, clause, paragraph, agreement or other headings in this Agreement and any diagrams are included for convenience only and shall have no effect on interpretation;
- 2.2.3. References to clauses and Schedules are (unless otherwise provided) references to the clauses and Schedules of this Agreement.
- 2.2.4. This Agreement has precedence in any conflict or inconsistency that arises between this Agreement and any other agreement between the parties so far as such conflict or inconsistency relates to the sharing of personal data.
- 2.2.5. Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.
- 2.2.6. A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 2.2.7. A reference to a statute or statutory provision shall include all subordinate legislation made from time to time.
- 2.2.8. Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

## 3. Responsibilities of the Parties

- 3.1. The parties shall share, process and manage the Data in accordance with this Agreement.
- 3.2. The parties shall comply with all Applicable Data Protection Law in respect of the performance of their obligations under this Agreement and shall maintain such authorisations and all other approvals, permits and authorities as are required from time to time to perform their obligations under or in connection with this Agreement.
- 3.3. Each party shall provide such reasonable assistance as the other party may require in the preparation of any DPIA in relation to activities carried out under or in connection with this Agreement, or in connection with the processing of the Data.
- 3.4. The parties shall cooperate with each other in relation to data subjects' rights as detailed in Cooperation & Data Subjects' Rights
- 3.5. The parties acknowledge that, for the purposes of Applicable Data Protection Law, the Company is a Processor and the School is a Controller in respect of the School Data (comprising personal Data described in Schedule A1: - The Shared Data & Data Subjects) the School has shared.
- 3.6. The parties acknowledge that, for the purposes of Applicable Data Protection Law, the Company is a Controller in respect of the Business Data comprising personal Data described in Schedule A1: - The Shared Data & Data Subjects
- 3.7. The Company shall Process the School Data as a Processor for the purposes described in Schedule A1: - The Shared Data & Data Subjects and Schedule A2: - Basis for Sharing, and otherwise strictly in accordance with

the instructions of the School (the Permitted Purpose), except where otherwise required by any EU (or any EU Member State) law applicable to the Company.

3.8. The School hereby instructs and authorises the Company to process the Data for the purposes described in Schedule A1: - The Shared Data & Data Subjects and Schedule A2: - Basis for Sharing, and as otherwise reasonably necessary to enable the Company to provide the Platform to the School.

#### 4. Warranty and Indemnity

4.1. The School warrants and represents that it has a lawful basis (pursuant to Applicable Data Protection Law) for supplying all Data to the Company in connection with the School's use of the Platform and the lawful Processing of the Data by both the School and the Company for the permitted purpose. The School is advised to document this accordingly.

4.2. Notwithstanding clause 15, the School shall indemnify the Company against all costs, claims, damages, expenses, losses and liabilities incurred by the Company arising out of or in connection with any failure (or alleged failure) by the School to have a lawful basis for Processing Data.

#### 5. Commencement and Term

5.1. This Agreement shall commence when a School enters into a subscription for the Platform and shall, (subject to earlier termination under clause 18), terminate automatically 12 calendar months from commencement date.

5.2. This Agreement may be renewed by the mutual agreement of the parties.

#### 6. Participation Agreement

6.1. A school that is not a party as at the commencement date of this Agreement may become a Participant to, and be bound by, this Agreement by executing the Participation Agreement at any time after the commencement date of this Agreement.

6.2. The parties to this Agreement agree and provide the Company with the authority to execute the Participation Agreement with the Participant on behalf of all parties to this Agreement.

#### 7. Data Accuracy

7.1. Each party shall take reasonable precautions to ensure the Data it shares is accurate.

7.2. Each party shall keep Data that it holds up to date and shall promptly inform the other parties, to the extent it is permitted to do so, of any updates to and inaccuracies in the Data.

7.3. If an inaccuracy is detected in the Data all parties shall rectify the error without undue delay.

#### 8. Cooperation & Data Subjects' Rights

8.1. The Company shall provide all reasonable and timely assistance (including by appropriate technical and organisational measures) to the School to enable the School to respond to:

8.1.1. any request from a data subject to exercise rights under Applicable Data Protection Law (including its rights of access, correction, objection, erasure and data portability, as applicable); and

8.1.2. any other correspondence, enquiry or complaint received from a data subject, regulator or other third party in connection with the processing of the Data.

8.2. The School agrees that it is responsible for the handling and management of matters related to the data subjects of the Data and shall respond and manage data subject requests, Complaints and communications received by either party concerning the processing of the Data promptly, at its cost and within the timeframes required by Data Protection Law.

8.3. In the event that any such request, correspondence, enquiry or Complaint is made directly to the Company, the Company shall promptly inform the School providing full details of the same and the School shall



provide all reasonable and timely assistance to the Company to enable the Company to take appropriate action.

## 9. Data Protection Impact Assessment

The Company has completed a template DPIA for the project (<https://sixintoseven.co.uk/agreements/>) or available on request). The Company will provide reasonable assistance as requested by the School who may wish to carry out their own DPIA.

## 10. International Transfers

The Company shall not transfer the Data (nor permit the Data to be transferred) outside of the European Economic Area ("EEA") unless it first takes such measures as are necessary to ensure any such transfer is in compliance with Applicable Data Protection Law.

## 11. Security

- 11.1 Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing to be carried out by the Company, as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, the Company shall implement appropriate technical and organisational measures to protect the Data from Security Incidents / Data Protection Breaches data breaches, (as more specifically defined in clause 0) appropriate to the risk.
- 11.2 Technical measures are outlined in the Company's Information Security Policy and the Company is Cyber Essentials certified.
- 11.3 Further details of the technical and organisational measures can be found in Schedule A3: - Technical & Organisational Measures of this document

## 12. Security Incidents / Data Protection Breaches

- 12.1 Security Incidents include: (i) accidental or unlawful destruction, (ii) accidental loss, (iii) alteration, (iv) unauthorised disclosure of or (v) access to data, and (vi) any other breach of security.
- 12.2 Upon becoming aware of a Security Incident, the affected party shall inform the other party without undue delay and shall provide all such timely information and cooperation as the other party may reasonably require including in order for the affected party to fulfil its data breach reporting obligations under (and in accordance with the timescales required by) Applicable Data Protection Law.
- 12.3 The parties shall each further take all such measures and actions as are reasonably necessary to remedy or mitigate the effects of the Security Incident and shall keep the other party up-to-date about all developments in connection with the Security Incident.
- 12.4 Each party must have a clear policy and procedure regarding the reporting and handling of security incidents, data protection breaches or data loss incidents.
- 12.5 The controller for the domain where the personal data breach occurred is responsible for reporting to the supervisory authority and subsequent management.
- 12.6 The processor for the domain where the personal data breach occurred is shall immediately report the breach to the controller of the Data.

- 12.7 In the event of a data breach, the responsible controller should implement further control measures to reduce the risk or prevent a further breach and shall promptly (and in any event within 24 hours) notify the other party/ies of any personal data breach in respect of any Data and the other party shall provide all such assistance and information as the reporting controller may reasonably require.
- 12.8 Further details of the technical and organisational measures can be found in:  
Schedule A3: - Technical & Organisational Measures of this document

### 13. Retention, Disposal, Deletion or Return of Data

- 13.1 The Company shall maintain complete, accurate and up-to-date written records of all of its processing of the Data and as necessary to demonstrate its compliance with this Agreement.
- 13.2 No School data entered between March 2021 and March 2022 will be retained beyond 31 July 2022. The company shall retain the Business Data for the period of the subscription plus 12 weeks (to enable a smooth transition between periods of subscription).
- 13.3 The Company shall retain the Business Data for a period of 12 weeks after the expiry of the Subscription Period, unless otherwise required by law.
- 13.4 Upon written request by the School, the Company shall return or destroy all Data (including all copies of the Data) in its possession or control (including any Data subcontracted to a third party for processing).
- 13.5 This requirement shall not apply to the extent that the Company is required by any EU (or any EU Member State) law to retain some or all of the Data, in which event the Company shall isolate and protect the Data from any further processing except to the extent required by such law.

### 14. Confidentiality

- 14.1 Each party agrees to keep confidential any Confidential Information disclosed to it by other parties as set out in Confidentiality of Processing.
- 14.2 To the extent any Confidential Information is Data, such Confidential Information may be disclosed or used only to the extent such disclosure or use does not conflict with the terms of this Agreement.
- 14.3 Each party shall give notice to the others of any unauthorised misuse, disclosure, theft or loss of the other party's Confidential Information immediately upon becoming aware of the same.
- 14.4 The obligations set out in this clause 14, shall not apply to Confidential Information which the receiving party can demonstrate:  
14.4.1 is or has become publicly known other than through breach of this clause 6 or  
14.4.2 was in possession of the receiving party prior to disclosure by the other party; or  
14.4.3 was received by the receiving party from an independent third party who has full right of disclosure; or  
14.4.5 was required to be disclosed by governmental authority, provided that the party subject to such requirement to disclose gives the other party prompt written notice of the requirement.
- 14.5 The obligations of confidentiality in this clause 14 shall not be affected by the expiry or termination of this Agreement.

### 15. Subcontracting

- 15.1 The School hereby authorises the Company to appoint third parties to provide web and app development services to the Company in connection with the Platform, and third parties listed in ANNEX A to this Agreement to provide electronic data storage and transmission services to the Company in connection with the Platform.
- 15.2 The School hereby authorises the Company to appoint the sub-contractors listed in ANNEX A to this Schedule to carry out processing activities in connection with the Data. The Company shall use reasonable

endeavours to promptly notify the School of any changes to the identity of such third parties from time-to-time.

- 15.3 Save as permitted by paragraphs 0 and 0, the Company shall not appoint any other sub-contractor in connection with the processing of the Data without the prior permission of the School (not to be unreasonably withheld, conditioned or delayed).
- 15.4 Where the Company appoints a sub-contractor pursuant to this paragraph 15, it shall ensure that the Company imposes data protection terms on any sub-contractor it appoints that protect the Data to the same standard as those provided for in this Agreement, and meet the requirements of Applicable Data Protection Law.
- 15.5 The Company acknowledges that it remains fully liable for the acts, errors or omissions of any of its sub-contractors in respect of the Processing of the Data.

## 16. Limitation of Liability

- 16.1 The Company shall have no liability to the School, whether arising in contract, tort (including negligence), breach of statutory duty or otherwise, for or in connection with:
  - 16.1.1. loss, interception or corruption of any Data resulting from any negligence or default by any provider of telecommunications services to the Company or the School;
  - 16.1.2. any loss arising from the default or negligence of any supplier to the School;
- 16.2 No party shall be liable to the other (whether in contract, tort (including negligence or otherwise) for:
  - 16.2.1. consequential, indirect or special losses,
  - 16.2.2. loss of profit, account of profit,
  - 16.2.3. loss of use,
  - 16.2.4. loss of production,
  - 16.2.5. loss of contract,
  - 16.2.6. loss of opportunity,
  - 16.2.7. loss of savings, discount or rebate (whether actual or anticipated),
  - 16.2.8. or harm to reputation or loss of goodwill under or in connection with this Agreement.
- 16.3 Subject to clause 0 and 0 above, each party's aggregate liability in respect of claims based on events in any calendar year arising out of or in connection with this Agreement or any collateral contract, whether in contract or tort (including negligence) or otherwise, shall in no circumstances exceed £1,000,000.
- 16.4 Notwithstanding any other provision herein, the liability of the parties shall not be limited in any way in respect of death or personal injury caused by negligence, fraud or fraudulent misrepresentation or any other losses that cannot be excluded or limited by applicable law.

## 17. Indemnity and Insurance

- 17.1 Subject to clause 16, each party keeps indemnified the other(s) against all losses, actions, proceedings, costs, expenses (including legal fees), claims and damages arising from their breach of the Agreement.
- 17.2 The parties confirm they have in place, policies of insurance adequate to cover their liabilities under this Agreement and undertake to supply, on request, evidence of insurance to establish compliance with the requirements of this Agreement with regard to the provision and adequacy of relevant insurance policies.

## 18. Termination

- 18.1 Without affecting any other right or remedy available to it, either party may terminate this Agreement with immediate effect by giving written notice to the other party if:
  - 18.1.1. the other party commits a material breach of any term of this agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of [14] days after being notified in writing to do so;
  - 18.1.2. the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the

meaning of section 123 of the Insolvency Act (IA) 1986 as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2) of the IA 1986;

- 18.1.3. the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- 18.1.4. a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- 18.1.5. an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party;
- 18.1.6. the holder of a qualifying floating charge over the assets of that other party has become entitled to appoint or has appointed an administrative receiver;
- 18.1.7. a person becomes entitled to appoint a receiver over all or any of the assets of the other party or a receiver is appointed over all or any of the assets of the other party;
- 18.1.8. a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within [14] days;
- 18.1.9. any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 18.1.2 to clause 18.1.8 (inclusive); or
- 18.1.10. the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

## 19. Consequences of Termination

- 19.1 Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Agreement shall remain in full force and effect.
- 19.2 Termination or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry.
- 19.3 Notwithstanding clause 0 above, the provisions of clauses 3, 4, 7, 8, 11, 12, 14 and 17 shall survive the termination or expiry of this agreement.

## 20. Force Majeure

A party will not be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure result from a Force Majeure Event.

## 21. Audit

- 21.1 The School shall have the right to audit the Company's compliance with this Agreement, including whether appropriate measures have been taken under Schedule A3: - Technical & Organisational Measures, on giving seven days' written notice to the Company.
- 21.2 At the School's option, this audit may cover documents only or may include onsite audit, subject to the Schools notifying the Company of the identity of any onsite auditors and giving confirmation that any external auditors have entered into appropriate confidentiality agreements.

## 22. Notice

22.1 Any notices given under this Agreement must be in writing and must be served by post, email or hand to the addresses set out at the start of this Agreement.

22.1.1 by post will be effective upon the earlier of actual receipt, or 2 working days after mailing;

22.1.2 by email on receipt of a read return email:

for Eduboard: [finance@askeddi.com](mailto:finance@askeddi.com)

for the School: [email address]

by hand will be effective upon delivery.

## 23. Third party rights

23.1 This Agreement does not give rise to rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

23.2 The rights of the parties to rescind or vary this Agreement are not subject to the consent of any other person.

## 24. Waiver

24.1 A waiver of any right or remedy under this Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

24.2 A failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

## 25. Severance

25.1 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement.

25.2 If any provision or part-provision of this Agreement is deemed deleted under clause 0, the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

## 26. Governing law

This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation are governed by and construed in accordance with the law of England and Wales.

## 27. Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.

## ANNEX A

### Approved Subcontractors

#### For School Data

Name	Processing	Weblink
Amazon Web Services	Electronic data storage, cloud server and transmission service	<a href="https://aws.amazon.com">https://aws.amazon.com</a>
Microsoft (Azure, Office365)	Cloud Provider	<a href="https://azure.microsoft.com">https://azure.microsoft.com</a> <a href="https://microsoft.com/en-gb/microsoft-365">https://microsoft.com/en-gb/microsoft-365</a>

#### For Business Data

Name	Processing	Weblink
Amazon Web Services	Electronic data storage, cloud server and transmission service	<a href="https://aws.amazon.com">https://aws.amazon.com</a>
Microsoft (Azure, Office365)	Cloud Provider	<a href="https://azure.microsoft.com">https://azure.microsoft.com</a> <a href="https://microsoft.com/en-gb/microsoft-365">https://microsoft.com/en-gb/microsoft-365</a>
Tidio	Third Party Customer Service platform	<a href="https://tidio.com">https://tidio.com</a>
Capsule CRM	Third Party Customer Service platform	<a href="https://capsulecrm.com">https://capsulecrm.com</a>
Sage One	Financial management service platform	<a href="https://sageone.com">https://sageone.com</a>
Mailchimp	Third Party Marketing communications platform	<a href="https://mailchimp.com/">https://mailchimp.com/</a>
Zendesk	Third Party Customer Service platform	<a href="https://www.zendesk.co.uk/">https://www.zendesk.co.uk/</a>

Schedule A1: - The Shared Data & Data Subjects

Description	Details	
Purpose	<p>The primary School shares data to the Platform around key attainment markers for year 6 pupils. The Platform subsequently transfers that Data to the secondary School to support transition into year 7.</p> <p>This enables a professional judgement of a pupil’s capability in certain subjects and skill areas in their final year of primary school, to be shared with the secondary school the pupil will attend.</p>	
Data	Categories of shared data are detailed here and in the Basis for Processing & Sharing the Shared Data below	
	Business Data	School Data
	<ul style="list-style-type: none"> <li>•Users’ names and contact information (including email addresses);</li> <li>•Details of interactions that the School has with the Company regarding the Platform, together with any other information that the School and chooses to provide the Company with, for example, through correspondence and interactions with customer and technical support teams</li> <li>•Information collected automatically relating to the Platform to include information eg a user’s IP address, device type, unique device identification numbers and login information, browser-type and version, time zone setting, operating system and platform, broad geographic location (e.g. country or city-level location) and other technical information;</li> <li>•Information collected automatically relating to the Platform about how a User’s device has interacted with the Platform, including the pages accessed and links clicked, download errors, length of visits to certain pages, page interaction information, and methods used to browse away from any page.</li> </ul>	<ul style="list-style-type: none"> <li>•School name and contact information (including school postal address, phone number and email address),</li> <li>•pupils’ first, middle and last names, Unique Pupil Number (UPN), class year groups, professional judgement of pupil attainment, ‘contact required’ marker.</li> </ul>
	Details of Special Category Data	
The Data shall not comprise any Special Categories of personal data, namely any information relating to a person's health, sexual life or orientation, political opinions, religious or philosophical beliefs, trade union membership, genetics, biometric, race, ethnicity.		
Retention period	<p>No School data entered between March 2020 and March 2021 will be retained beyond 31 July 2021. No School data entered between March 2021 and March 2022 will be retained beyond 31 July 2022.</p> <p>The company shall retain the Business Data for the period of the subscription plus 12 weeks (to enable a smooth transition between periods of subscription).</p>	
Transferring data outside the EEA	The Company shall ensure data is not transferred outside of the EEA except in compliance with the International Transfers provision	

## Schedule A2: - Basis for Sharing

### Objectives of Data Sharing

The Parties have determined the following aims and objectives of sharing the Data for the Permitted Purpose:

The parties are participating in a project which is a rapid response to Covid-19 enabling a professional judgement of a pupil's capability in certain subjects in their final year of primary school, to be shared with a secondary school the pupil will attend.

### Basis for Processing & Sharing the Shared Data

The lawful bases for processing are set out in Article 6 of the GDPR.

- (a) Consent: the individual has given clear consent for you to process their personal data for a specific purpose.
- (b) Contract: the processing is necessary for a contract you have with the individual, or because they have asked you to take specific steps before entering into a contract.
- (c) Legal obligation: the processing is necessary for you to comply with the law (not including contractual obligations).
- (d) Vital interests: the processing is necessary to protect someone's life.
- (e) Public task: the processing is necessary for you to perform a task in the public interest or for your official functions, and the task or function has a clear basis in law.
- (f) Legitimate interests: the processing is necessary for your legitimate interests or the legitimate interests of a third party, unless there is a good reason to protect the individual's personal data which overrides those legitimate interests.

The lawful basis the Company rely on for processing this information is Article 6(1)(b). However, the table below also sets out the lawful bases that **may** be relied on by the schools that are sharing data with us. Schools should ensure that they have selected and documented the appropriate legal bases for their purposes.

Type of data	Shared by	Shared with	Lawful basis
Business data	Secondary School	The company	Article 6 (1) (b) Contract
	Primary School	The company	Article 6 (1) (b) Contract
School data	Secondary School	The company	Article 6 (1) (e) Public Task
	The company	Secondary School	Article 6 (1) (b) Contract
	Primary School	The company	Article 6 (1) (e) Public Task
	Primary School	Secondary School	Article 6 (1) (e) Public Task

### The Benefits of Processing the Shared Data

The processing benefits the school and the pupil by supporting pupil movement from primary to secondary school and supports the secondary school teachers to identify the pupil's learning requirements, strength and weaknesses.



### Contact Points

1. The Contact Person for each party is (or as notified to the other party in writing):
  - (a) The Company's Contact Person:  
Brendan Nel  
brendan@askeddi.com
  - (b) Secondary School's Contact Person:  
The Headteacher as recorded in the registration process

### Risks of Data Sharing and Mitigation Measures

The Company has completed a template Data Protection Impact Assessment for this project.  
(<https://sixintoseven.co.uk/agreements> or available on request)

This DPIA has identified and determined the risks that may arise from sharing the Data, and documents the agreed measures to remove or mitigate such risks, including the measures set out in the SixIntoSeven Platform License Agreement and in this Agreement.

## 1. The Agreed Measures

- 1.1. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, the parties shall implement appropriate Technical and Organisational Measures to ensure a level of security appropriate to the risk.
- 1.2. In assessing the appropriate level of security the parties have taken account of the risks that are presented by processing in the manner anticipated by the Permitted Purpose in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to personal data transmitted, stored or otherwise processed.
- 1.3. The parties shall promptly and in any event within 7 calendar days on request provide the requesting party with all copies of all notices, records and information necessary to demonstrate its compliance herein.

## 2. School Users and Company Staff

- 2.1. Each obligation herein, on each party to do, or refrain from doing, anything shall include an obligation on the party to ensure all Users/Staff do, or refrain from doing, such thing.
- 2.2. All processing/access by Users/Staff is conducted in a manner consistent with Data Protection Law, the Permitted Purpose, the obligations and the restrictions on processing imposed herein.
- 2.3. It is the responsibility of each party to ensure that its staff know how to obtain, use and share personal data in line with Data Protection Law. Parties warrant and agree to ensure that mandatory training is undertaken by staff to ensure their data protection responsibilities are well defined and up to date and that they remain adequately trained on compliance with all Data Protection Law.
  - 2.3.1. Such training shall be refreshed at least annually.
  - 2.3.2. The Parties shall maintain records of completion of such training by each member of staff.
- 2.4. The party receiving the Data shall ensure that the processing of the Data is limited to Permitted Recipients that:
  - 2.4.1. need to process it for the Permitted Purpose;
  - 2.4.2. are reliable and adequately trained on compliance with all Data Protection Law and this Agreement;  
and
  - 2.4.3. are subject to (and comply with) a binding written contractual obligation to keep the Data confidential.
  - 2.4.4. have been subject to disclosure and barring service checks vetting;
  - 2.4.5. have a need to know.

## 3. Data Capture and Management

- 3.1. To ensure compatibility, the Primary school shall provide the Data in the format requested.
- 3.2. To ensure that the Data is accurate and up to date, the parties shall keep the system up to date.

## 4. Security Management

All Data shall be kept by the Company securely and in an encrypted form, and shall use all reasonable security practices and systems applicable to the use of the personal data to prevent, and take prompt and proper remedial action against, unauthorised access, copying, modification, storage, reproduction, display or distribution of the Data, including the security measures set out in Article 32(1) of the GDPR. Further details are contained in The Company's Information Security Policy.

## 5. Confidentiality of Processing

- 5.1. The Company shall ensure that any Staff that it authorises to access the Data shall be subject to a strict duty of confidentiality (whether a contractual duty or a statutory duty or otherwise), and shall not permit any Staff to access the Data who is not under such a duty of confidentiality.
- 5.2. The Company shall ensure that all Staff access the Data only as necessary for the Permitted Purpose.

## 6. Data Security

- 6.1. Each party has agreed to:
  - 6.1.1. establish, implement, and then maintain as a minimum, the 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;
  - 6.1.2. ensure the security of data within its domain;
  - 6.1.3. put in place and maintain appropriate technical and organisational measures to ensure the protection of the rights of data subjects under Data Protection Law and as otherwise required to meet the requirements of Data Protection Laws;
  - 6.1.4. implement and maintain appropriate technical and organisational measures to protect the Data against accidental, unauthorised or unlawful destruction, loss, alteration, disclosure or access; and
  - 6.1.5. implement and maintain processes, procedures and controls to protect the confidentiality and security of data in accordance with good industry practice.
- 6.2. Each party should ensure that the technical and organisational measures it has in place when sharing personal data, in addition to clauses above, includes:
  - 6.2.1. Identification of a relevant lawful basis for sharing;
  - 6.2.2. encryption of electronic transmission of sensitive personal data or password encryption of email attachments;
  - 6.2.3. information sharing within organisations complying with Controller responsibilities;
  - 6.2.4. physical security of data; and
  - 6.2.5. access controls to the data limiting access to only those with a requirement of access.

## 7. Data Retention and Disposal

- 7.1. All data forming part of the Data that is held electronically shall be stored in a secure network area with password-protected entry and appropriate backup functionality.
- 7.2. The Company's system shall be auditable so that it is possible for any auditor to establish who has accessed the system.
- 7.3. The Company's laptops, computers, and any other portable devices used in relation to processing, storing or transferring the Data shall be encrypted.
- 7.4. The printing of paper copies must be kept to a minimum and only removed from site if there is a genuine business need and data cannot be accessed in a more secure manner. If data is printed off an electronic system, each party shall safely dispose of paper records by using a cross-cut shredder.
- 7.5. Any paper records printed must be kept appropriately secure at all times whether in the office, home or during transit.
- 7.6. The parties shall retain the Data in accordance with their data retention and disposal policies and procedures.

This Participation Agreement is made on [date]

Between:

- (1) [name of Primary School], with registration number [0000] of [School address] (the "Participant"); and
- (2) Eduboard Limited trading as askEddi (company number 10570208) whose registered office is at 30 Crosby Road North, Liverpool, Merseyside L22 4QF ("The Company"); and
- (3) [Full name of the Secondary School] with registration number [0000] of [School address] ("School")

Whereas:

- (A) This Participation Agreement operates to vary the Data Sharing Agreement made between the Company and the secondary School (the 'Agreement') by admitting the Participant as an additional party to the Agreement.
- (C) The Participant wishes to become an additional party to the Agreement and has agreed to accede to the Agreement on and subject to the terms and conditions set out in this Participation Agreement.

It is agreed as follows:

### 1. Definitions and interpretation

Words and expressions defined in the SixIntoSeven Platform License Agreement, and the Data Sharing & Processing Agreement shall have the same meanings when used in this Participation Agreement.

### 2. Accession of the Participant

- 2.1. The Company and the secondary School hereby admit the Participant as an additional party under the Agreement with effect from the date of this Participation Agreement.
- 2.2. The Participant acknowledges that is has read and understood, and agrees to be bound by, the terms of this Agreement, incorporating the terms of the Data Sharing and Processing Agreement, and that in doing so the Participant takes on the rights, duties, obligations and liabilities as if it were a "School" as defined therein.
- 2.3. The Participant undertakes to the original parties to the Agreement to observe and be bound by all the terms of the Agreement
- 2.4. Save as specifically varied by including reference to the Participant of the Agreement (as appropriate), the Agreement shall continue and remain in full force and effect and the Agreement and this Participation Agreement shall be read and construed as one document.

### 3. Counterparts

This Participation Agreement may be executed in counterparts and those counterparts taken together shall be deemed to constitute one and the same instrument. *Please note that the acceptance of the Participation agreement will be completed through the SixIntoSeven portal.*

For and on behalf of EduBoard

For and on behalf of Secondary School/secondary School

For and on behalf of the Participant/primary School