



DATA SHARING AGREEMENT

This agreement records the terms upon which Web Buster Education (Deliver Computing 360) will process the School Data for the purpose of providing its services to the School.

Web Buster Education (Deliver Computing 360) means Web Buster UK Ltd a company registered in the United Kingdom under number 09322687 whose registered office is at Kiln Hill, Market Place, Hawes, North Yorkshire, DL8 3RA (Web Buster UK Ltd).

BY CONTINUING TO USE OUR SERVICES AND BY GRANTING ACCESS TO WEB BUSTER EDUCATION (DELIVER COMPUTING 360) TO SOME OR ALL OF THE SCHOOL DATA, THE SCHOOL AGREES TO THE TERMS OF THIS DATA SHARING AGREEMENT.

TERMS AND CONDITIONS

1. Definitions

1.1. In this Agreement the following definitions shall apply

“Agreement”	means this Data Sharing Agreement
“Confidential Information”	means all confidential information (however recorded or preserved) disclosed by the School to Web Buster Education (Deliver Computing 360) in connection with this Agreement which is either labelled as such or else which could be reasonably considered confidential because of its nature and the manner of its disclosure;
“Data”	has the meaning given in the DPA as amended or replaced from time-to-time;
“Data Controller”	has the meaning given in the DPA as amended or replaced from time-to-time;
“Data Processor”	has the meaning given in the DPA / GDPR as amended or replaced from time-to-time;
“Data Protection Laws”	means the DPA, GDPR and all applicable laws and regulations relating to the processing of personal data and privacy applicable in the United Kingdom from time-to-time.
“DPA”	means the Data Protection Act 1998;
“Good Industry Practice”	means using standards practices methods and procedures conforming to the law and exercising that degree of skill and care diligence prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar type of undertaking under the same or similar circumstances;
“Management Information System” or “MIS”	means the School’s database which holds the School Data
“Personal Data”	has the meaning given in the DPA /GDPR as amended or replaced from time-to-time.
“Personal Data Breach”	means the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, any Personal Data transmitted, stored or otherwise processed
“processed” or “processing”	has the meaning given in the DPA / GDPR as amended or replaced from time-to-time;
“Services”	Means the services performed by Web Buster Education (Deliver Computing 360) and as described in your schools Web Buster Education (Deliver Computing 360) agreement.
“School”	means the school or establishment using Web Buster Education (Deliver Computing 360) services.
“School Data”	means Personal Data relating to students, parents and guardians, and staff at the School, and other data regarding the school, including timetable, call and year group information;
“Namesco”	means Namesco Ltd, a server provider of Web Buster Education (Deliver Computing 360) who specialise in ensuring the server is managed securely.

1.2. A reference to **writing** or **written** includes faxes, emails and writing in any electronic form.

2. General Provisions

- 2.1.** By continuing to use Web Buster Education (Deliver Computing 360), and by granting access to Web Buster Education (Deliver Computing 360) to some or all of the School Data, the School agrees to the terms of this Agreement.
- 2.2.** The School and Web Buster Education (Deliver Computing 360) acknowledge that, for the purposes of Data Protection Legislation, Web Buster Education (Deliver Computing 360) is a Data Processor and the School is a Data Controller in respect of the School Data comprising Personal Data.
- 2.3.** Web Buster Education (Deliver Computing 360) shall comply with all applicable Data Protection Laws in respect of the processing of the School Data.
- 2.4.** Web Buster Education (Deliver Computing 360) shall not process any School Data other than on the instructions of the School (unless such processing shall be required by any law to which Web Buster Education (Deliver Computing 360) is subject).
- 2.5.** The School hereby instructs and authorises Web Buster Education (Deliver Computing 360) to process School Data for the purpose of providing its services to the school, to allow students, parents and guardians, and staff of the School to access certain School Data using Web Buster Education (Deliver Computing 360), and as otherwise reasonably necessary for the provision of the Services by Web Buster Education (Deliver Computing 360) to the School.
- 2.6.** The School warrants and represents that it has obtained all consents from individuals (including students, parents and guardians, and staff at the School) whose Personal Data the School supplies to Web Buster Education (Deliver Computing 360) as part of the School Data which are necessary (whether under Data Protection Laws or otherwise) for the lawful processing of the School Data by the School and Web Buster Education (Deliver Computing 360) for the purposes set out in this clause 2. The School shall indemnify Web Buster Education (Deliver Computing 360) against all costs, claims, damages, expenses, losses and liabilities incurred by Web Buster Education (Deliver Computing 360) arising out of or in connection with any failure (or alleged failure) by the School to obtain such consents.
- 2.7.** The School and Web Buster Education (Deliver Computing 360) confirm that:
 - 2.7.1.** the processing of School Data by Web Buster Education (Deliver Computing 360) will comprise the collection or extraction of School Data from the MIS by the School populating a spreadsheet. The school sends the spreadsheet to Web Buster Education (Deliver Computing 360) who then organises that School Data. The transfer of the School Data to Web Buster Education (Deliver Computing 360) should be password protected. The school then informs the parents and guardians, students and staff of the School who are permitted to access Web Buster Education (Deliver Computing 360).
 - 2.7.2.** the purpose of the processing of School Data by Web Buster Education (Deliver Computing 360) is to enable Web Buster Education (Deliver Computing 360) to provide the Services; and
 - 2.7.3.** the data that will be processed by Web Buster Education (Deliver Computing 360) will be School Data, and the data subjects will be students of the School, their parents and guardians, and staff of the School.

3. Term of the Agreement

- 3.1.** This Agreement shall commence on the date that the School first approves the transfer of School Data to Web Buster Education (Deliver Computing 360), and shall continue in full force unless and until the School notifies Web Buster Education (Deliver Computing 360) in writing of their desire to terminate this agreement. If the requested termination is mid-term no refunds are applicable.
- 3.2.** Upon termination of this Agreement, clauses 2.6, 5 and 8 shall continue to apply.

4. Transfer of School Data

- 4.1. The School hereby consents to Web Buster Education (Deliver Computing 360) accessing School Data held on the Management Information System via spreadsheet updates or direct connection, for the purpose of extracting and transferring such School Data to Web Buster Education (Deliver Computing 360).

5. Ownership of the School Data and Confidential Information

- 5.1. The School Data shall always remain the property of the School.
- 5.2. Web Buster Education (Deliver Computing 360) shall have no responsibility to maintain the security of any School Data held or controlled by the School.
- 5.3. Web Buster Education (Deliver Computing 360) shall, as far as reasonably possible, keep all Confidential Information and School Data confidential and shall not:-
 - 5.3.1.1. use any Confidential Information or School Data except for the purpose of performing the services it provides to the School; or
 - 5.3.1.2. disclose any Confidential Information in whole or in part to any third party, except as expressly permitted by this Agreement, or as required for the purpose of any services provided by Web Buster Education (Deliver Computing 360) to the School, or to the extent required by law.

6. Security of the Data

- 6.1. 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 Web Buster Education (Deliver Computing 360), as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Web Buster Education (Deliver Computing 360) shall in relation to the School Data implement appropriate technical and organisational measures to ensure a level of security appropriate to that risk.
- 6.2. In assessing the appropriate level of security, Web Buster Education (Deliver Computing 360) shall take account in particular of the risks that are presented by processing of the School Data, in particular from a Personal Data Breach.
- 6.3. Taking into account and assessing the complexity of the system, Web Buster Education (Deliver Computing 360) shall not be held responsible for any data breach but will act accordingly to rectify any issues swiftly. The School shall indemnify Web Buster Education (Deliver Computing 360) against all costs, claims, damages, expenses, losses and liabilities incurred by Web Buster Education (Deliver Computing 360) arising out of or in connection with any data issues or breaches. However, only limited data is stored within Web Buster Education (Deliver Computing 360) and schools can omit data they feel is un-necessary.
- 6.4. Whilst every attempt is made to ensure data is backed up and can be restored, Web Buster Education (Deliver Computing 360) will not be held responsible for any loss of coursework or data. The School should ensure that a copy of all vital work such as coursework or assessment grades in school is retained by keeping its own backup. The site allows copies of the submitted work and all grades to be downloaded, This includes the automatically marked grades from our system.
- 6.5. Web Buster Education (Deliver Computing 360) operates a number of backups to ensure restoration of both data and files. Our main backups are held in the UK, but some backups maybe held on servers outside the UK.

7. Permission to use Sub-contractor

- 7.1.** Web Buster Education (Deliver Computing 360) may appoint a sub-contractor to carry out any or all of its processing activities in accordance with the terms of this clause 7.
- 7.2.** The School hereby authorises, Web Buster Education (Deliver Computing 360) to appoint third parties to provide electronic data storage and transmission services to Web Buster Education (Deliver Computing 360) in connection with the processing of the School Data. Web Buster Education (Deliver Computing 360) shall notify the School of any changes to the identity of such third parties from time-to-time.
- 7.3.** Where Web Buster Education (Deliver Computing 360) appoints a sub-contractor pursuant to this clause 7, it shall ensure that they offer at least the same level of protection for the School Data as those set out in this Agreement and meet the requirements of Data Protection Laws.
- 7.4.** Web Buster Education (Deliver Computing 360) shall ensure that each sub-contractor appointed by it performs the obligations under clauses 2.4, 6.1, 9, 10 as they apply to processing of the School Data carried out by that sub-contractor, as if they were a party to this Agreement in place of Web Buster Education (Deliver Computing 360). Web Buster Education (Deliver Computing 360) shall not remain liable for the acts and omissions of any subcontractor in respect of the processing of the School Data but will deal with the issue.

8. Deletion or return of School Data

- 8.1.** Web Buster Education (Deliver Computing 360) shall within a reasonable period of either a written request from the School, or the termination of this Agreement, delete and procure the deletion of all copies of the School Data including assignments, marks and work. Once this is done, the work will not be recoverable.
- 8.2.** Subject to clause 8.3, the School may in its absolute discretion by written notice to Web Buster Education (Deliver Computing 360) at any time require Web Buster Education (Deliver Computing 360) to:
 - 8.2.1.** delete and use all reasonable endeavours to procure the deletion of all other copies of School Data processed by Web Buster Education (Deliver Computing 360) or any of its sub-contractors. Web Buster Education (Deliver Computing 360) shall use all its reasonable endeavours to comply with any such written request within 14 days of receiving such request.
- 8.3.** Web Buster Education (Deliver Computing 360) and its sub-contractors may retain School Data to the extent required by any applicable law, provided that Web Buster Education (Deliver Computing 360) and its sub-contractors shall ensure the confidentiality of all such School Data retained and shall ensure that such School Data is only processed as necessary for the purpose(s) specified by the applicable laws requiring its storage and for no other purpose.
- 8.4.** Web Buster Education (Deliver Computing 360) shall, within 10 days of request from the School, provide written confirmation to the School that it has fully complied with this clause 8.

9. Audit and Information Rights

- 9.1.** Subject to clauses 9.2, Web Buster Education (Deliver Computing 360) shall:
 - 9.1.1.** make available to the School on request all information necessary to demonstrate Web Buster Education (Deliver Computing 360)s' compliance with this Agreement; and
- 9.2.** The information and audit rights of the School under clause 9.1 shall apply only to the extent required by Data Protection Laws.

10. Data Subject Rights and Associated Matters

10.1. Taking into account the nature of the processing conducted by Web Buster Education (Deliver Computing 360), Web Buster Education (Deliver Computing 360) shall (and shall use all reasonable endeavours to procure that its subcontractors shall) assist the School by implementing appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the School's obligations, Web Buster Education (Deliver Computing 360), to respond to requests to exercise data subject rights under the Data Protection Laws.

10.2. Web Buster Education (Deliver Computing 360) shall:

10.2.1. promptly notify the School if it or any sub-contractor receives a request from a data subject under any Data Protection Law in respect of School Data; and Web Buster Education (Deliver Computing 360)

10.2.2. use all reasonable endeavours to ensure that the subcontractor does not, respond to that request except on the written instructions of the School or as required by any applicable laws to which Web Buster Education (Deliver Computing 360) or the sub-contractor is subject.

10.3. Web Buster Education (Deliver Computing 360) shall notify the School without undue delay upon Web Buster Education (Deliver Computing 360) becoming aware of a Personal Data Breach in respect of any School Data processed by Web Buster Education (Deliver Computing 360), providing the School with sufficient information to allow the School to meet any obligations to report, or inform the individuals to which the Personal Data related, of such Personal Data Breach under Data Protection Laws.

10.4. Web Buster Education (Deliver Computing 360) shall co-operate with the School and take such reasonable commercial steps as are directed by the School to assist in the investigation, mitigation and remediation of each such Personal Data Breach referred to in clause 10.3 but at no financial cost to Web Buster Education (Deliver Computing 360) as the school has indemnified Web Buster Education (Deliver Computing 360) in clauses 2.6 and 6.3.

11. Liability

11.1. Web Buster Education (Deliver Computing 360) 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:

11.1.1. loss, interception or corruption of any data;

11.1.2. loss, interception or corruption of any data resulting from any negligence or default by any provider of telecommunications services to Web Buster Education (Deliver Computing 360) or the School;

11.1.3. damage to reputation or goodwill;

11.1.4. any indirect or consequential loss.

11.2. In all other circumstances, Web Buster Education (Deliver Computing 360) maximum liability to the School, whether arising in contract, tort (including negligence), breach of statutory duty or otherwise, in connection with the Services shall be limited to the annual contact value.

12. Rights of Third Parties

No person who is not a party of this Agreement shall have any rights under this Agreement, whether pursuant to The Contracts (Rights of Third Parties) Act 1999 or otherwise.

13. Variation

Any variation to the terms of this Agreement shall be updated on the Web Buster Education (Deliver Computing 360) website.

14. Governing Law

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

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