



DATA SHARING AGREEMENT

This agreement records the terms upon which Deliver Computer 360 e-learning platform (DC360) will process the School Data for the purpose of providing its services to the school.

Web Buster UK Ltd is a company registered in the United Kingdom under number 09322687 whose registered office is at Kiln Hill, Market Place, Hawes, North Yorkshire, DL8 3RA and which provides services to education under the Deliver Computing 360 brand name (DC360).

BY CONTINUING TO USE OUR SERVICES AND BY GRANTING ACCESS FOR DC360 TO PROCESS SOME OR ALL OF THE SCHOOL DATA, THE SCHOOL AGREES TO THE TERMS OF THIS DATA SHARING AGREEMENT.

1. Definitions

1.1. In this Agreement the following definitions shall apply

Term	Definition
“Agreement”	This Data Sharing Agreement
“Confidential Information”	All confidential information (however recorded or preserved) disclosed by the School to Web Buster UK Ltd 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”	As defined by the DPA / GDPR as amended or replaced from time-to-time.
“Data Controller”	As defined by the DPA / GDPR as amended or replaced from time-to-time.
“Data Processor”	As defined by the DPA / GDPR as amended or replaced from time-to-time.
“Data Protection Laws”	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.
“DC360”	The E-Learning platform provided by Web Buster UK Limited. The terms DC360, Deliver Computing 360 and Web Buster UK Limited may be used interchangeably in all documentation.
“DPA”	The Data Protection Act 1998; any subsequent amendments or linked legislation within the UK.
“GDPR”	The General Data Protection Regulation, a European Union regulation on information privacy within the EU and EEA, retained in domestic law as the UK GDPR.
“Good Industry Practice”	The use of standard 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”	The database which holds the School Data.
“Personal Data”	As defined by the DPA / GDPR as amended or replaced from time-to-time.
“Personal Data Breach”	The accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, any Personal Data transmitted, stored or otherwise processed.
“processed” or “processing”	As defined by the DPA / GDPR as amended or replaced from time-to-time.
“Services”	The services performed by DC360 and as described in your agreement.
“School”	The school or establishment using DC360, including its staff and pupils.
“School Data”	Personal Data relating to students, parents and guardians, and staff at the School, and other data regarding the School, including timetable, class and year group information.
“Namesco”	means Namesco Ltd, a server provider of Web Buster UK Ltd who specialise in ensuring the server is managed securely.
“Writing” or “Written”	Includes correspondence, emails, faxes, letters and writing in any electronic form.

1.2 Types of Personal Data

1.2.1 The school may submit a range of Personal Data to access the Services. This may include all or a selection of the following (some features may be disabled or not possible due to lack of information):

- Email Address
- Last Name
- First Name
- Preferred Names
- Student Exam Number
- Exam Board Centre Number
- School Username
- Class Group
- Intake Year
- Gender
- Pupil Premium Indicator
- SEND Pupil Indicator
- Target Grade

1.2.2 The following may be collected for analytic purposes:

- IP Addresses used to access the Services

1.2.3 These sections are not meant to be an exhaustive list, and the school may choose to supply other data or withhold data as they deem necessary.

2. General Provisions

- 2.1.** By continuing to use DC360, and by granting DC360 access to some or all of the School Data, the School agrees to the terms of this Agreement.
- 2.2.** The School and DC360 acknowledge that, for the purposes of Data Protection Legislation, DC360 is a Data Processor, and the school is a Data Controller in respect of the School Data comprising Personal Data.
- 2.3.** DC360 shall comply with all applicable Data Protection Laws in respect of the processing of the School Data. All DC360 staff are contractually obligated to maintain confidentiality of the School Data processed by DC360 as part of the terms and conditions of their employment.
- 2.4.** DC360 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 DC360 is subject).
- 2.5.** The School hereby instructs and authorises DC360 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 DC360, and as otherwise reasonably necessary for the provision of the Services by DC360 to the School.
- 2.6.** The School warrants and represents that it has obtained all necessary consents from individuals (including students, parents and guardians, and staff at the school) whose Personal Data the School supplies to DC360 as part of the School Data which are required (whether under Data Protection Laws or otherwise) for the lawful processing of the School Data by the School and DC360 for the purposes set out in this clause 2. The school shall indemnify DC360 against all costs, claims, damages, expenses, losses, and liabilities incurred by DC360 arising out of, or in connection with, any failure (or alleged failure) by the school to obtain such consents.
- 2.7.** The School and DC360 confirm that:
 - 2.7.1.** The purpose of the processing of School Data by DC360 is to enable DC360 to provide its Services.
 - 2.7.2.** the data that will be processed by DC360 will be School Data, and the data subjects will be students at the school, their parents and guardians, and staff of the school; and
- 2.8** It is the school's obligation to inform the parents and guardians, students and staff of the school who are permitted to access DC360 regarding the transfer of their Personal Data.

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 DC360 and shall continue in full force unless and until the school notifies DC360 in writing of their desire to terminate this agreement.
- 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 DC360 accessing School Data held on the Management Information System (MIS) via spreadsheet updates, direct connection, or through third-party data connection/synchronization services/software, for the purpose of extracting and transferring such School Data to DC360.

- 4.2. For the transfer of School Data from the School's MIS onto DC360, we currently use a third-party service, Wonde (www.wonde.com), which provides a data synchronisation platform between schools and web applications such as DC360. The Terms of Use, Privacy Notice, and other relevant documentation regarding Wonde can be found on their website. An annual fee for this service may apply, unless it is included at no extra charge as part of your subscription plan.
- 4.3. In the event that the School's MIS is not supported by Wonde, or if the School chooses not to use Wonde's services, an alternative method of data transfer is available. In such cases, the School shall collect and extract the School Data from their MIS to populate a password-protected spreadsheet template, which shall be sent via encrypted email to DC360 for processing. DC360 reserves the right to charge a fee for this method due to the manual processing required to upload the School Data onto DC360.

5. Ownership of the School Data and Confidential Information

- 5.1. The School Data shall always remain the property of the school.
- 5.2. DC360 shall have no responsibility to maintain the security of any School Data held or controlled by the School.
- 5.3. DC360 shall, as far as reasonably possible, keep all Confidential Information and School Data confidential and shall not:
 - 5.3.1. use any Confidential Information or School Data except for the purpose of performing the services it provides to the school; or
 - 5.3.2. disclose any Confidential Information in whole or in part to any unauthorised third party, except as expressly permitted by this Agreement, or as required for the purpose of any services provided by DC360 to the School, or to the extent required by law.
- 5.4. Any statistical data, such as usage data, will be anonymised; however, figures may be retained to allow DC360 to develop more popular courses or features.

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 DC360, as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, DC360 shall implement appropriate technical and organisational measures to ensure a level of security appropriate to that risk associated with the School Data.
- 6.2. In assessing the appropriate level of security, DC360 shall take into account the risks presented by the processing of the School Data, and in particular, the risks arising from a Personal Data Breach.
- 6.3. Taking into account the complexity of the system, DC360 shall not be held liable for Personal Data Breach, whether resulting from the acts or negligence of the users or otherwise; but will act accordingly to rectify any issue swiftly and inform the necessary parties, including but not limited to the affected School and the Information Commissioner's Office, as required.
- 6.4. While every attempt is made to ensure data is regularly backed up and can be restored, DC360 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, is retained by keeping its own backup. The platform allows users to download copies of submitted work and all grades, including those automatically marked.
- 6.5. DC360 operates multiple backups to ensure restoration of both data and files. Our main backups are held within the UK; however some backups may be stored on servers located outside the UK.

7. Sub-contractors and Sub-processors

- 7.1.** DC360 may appoint a sub-contractor to carry out any or all provision of its Services in accordance with the terms of this clause 7.
- 7.2.** A sub-contractor will be referred to as sub-processor if the entity has access to or processes Personal Data. The School reserves the right to be informed about and therefore object to any sub-processor. A list of current sub-processors will be provided upon written request from the school, which shall not be made public due to its commercially sensitive nature.
- 7.3.** Where DC360 appoints a sub-processor 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.** DC360 shall ensure that each sub-processor it appoints performs the obligations set forth in clauses 2.4, 6.1, 9, and 10, as they apply to the processing of the School Data carried out by that sub-processor, as if they were a party to this Agreement in place of DC360. DC360 shall not be held liable for the acts, negligence, or omissions of any sub-processor in relation to the processing of the School Data, but will take the necessary actions as required under the Data Protection Laws.
- 7.5.** The School hereby authorises DC360 to appoint third parties to provide electronic data storage and transmission services in connection with the processing of School Data. DC360 shall notify the school of any changes to the identity of such third parties from time to time.

8. Deletion and Retention of School Data

- 8.1.** DC360 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 deleted, this data will not be recoverable.
- 8.2.** Subject to clause 8.3, the School may in its absolute discretion by written notice to DC360 at any time require DC360 to:
 - 8.2.1.** delete and use all reasonable endeavors to procure the deletion of all other copies of School Data processed by DC360 or any of its sub-processors. DC360 shall use all its reasonable endeavors to comply with any such written request within 28 days of receiving such request.
- 8.3.** DC360 and its sub-processors may retain School Data to the extent required by any applicable law, provided that DC360 and its sub-processors ensure the confidentiality of all such School Data retained and 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.** DC360 shall, within 10 working days of request from the school, provide written confirmation to the School that it has begun the process of deleting data in accordance with this clause 8.
- 8.5.** By default, DC360 shall retain the data of students who have left the school for 1 year, allowing the School to access work, comments, and grades if needed. After this period, continued retention will be subject to an agreed fee. The School has the ability to download all work, comments, and grades before data deletion. Alternatively, the School may request that no data be retained when a student leaves, in which case all data relating to said student will be deleted upon notification that the student is no longer part of the school and will not be recoverable.

9. Audit and Information Rights

9.1. Subject to clause 9.2, DC360 shall:

9.1.1. make available to the School on request all information necessary to demonstrate DC360's compliance with this Agreement.

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 DC360, DC360 shall (and shall use all reasonable endeavors to ensure that its sub-contractors) assist the School by implementing appropriate technical and organisational measures, in so far as this is possible, for the fulfilment of the School's obligations to respond to requests to exercise data subject rights under the Data Protection Laws.

10.2. DC360 shall:

10.2.1. promptly notify the school if it or any sub-processor receives a request from a data subject under any Data Protection Law in respect of School Data; and

10.2.2. use all reasonable endeavors to ensure that the sub-processor does not respond to that request except on the written instructions of the School or as required by any applicable laws to which DC360 or the sub-processor is subject.

10.3. DC360 shall notify the School without undue delay upon becoming aware of a Personal Data Breach in respect of any School Data processed by DC360, 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. DC360 shall co-operate with the School and take such reasonable commercial steps as 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 DC360.

11. Liability

11.1. DC360 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 DC360 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, DC360's 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 contract 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 DC360 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).

School Name: _____

Signature of Authorized Representative: _____

Authorised School Representative: _____

Date: _____