



DATA SHARING AGREEMENT

This agreement records the terms upon which the 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. |
| “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” | means the School or establishment using DC360. |
| “School Data” | means 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 will 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 processing of School Data by DC360 will comprise the collection or extraction of School Data from the MIS by the School to populate a passwordprotected spreadsheet, which shall be sent via encrypted email to DC360 for processing;
 - 2.7.2.** the purpose of the processing of School Data by DC360 is to enable DC360 to provide its Services;
 - 2.7.3.** the data that will be processed by DC360 will be School Data, and the data subjects will be students of 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 via spreadsheet updates, direct connection or via third-party data connection/synchronisation services/software, for the purpose of extracting and transferring such School Data to 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.

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 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, DC360 shall take account the risks that are presented by processing of the School Data and, in particular, from a Personal Data Breach.
- 6.3.** Taking into account and assessing the complexity of the system, DC360 shall not be held liable for Personal Data Breach, either 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 as required, including but not limited to the School affected and the Information Commissioner's Office.
- 6.4.** Whilst every attempt is made to ensure data is 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 in school is retained by keeping its own backup. The site allows copies of the submitted work and all grades to be downloaded, including the automatically marked grades.
- 6.5.** DC360 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. 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 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-processor, as if they were a party to this Agreement in place of DC360. DC360 shall not be held liable for the acts, negligence and omissions of any sub-processor in respect of the processing of School Data, but will act accordingly as required within the Data Protection Laws.
- 7.5.** The School hereby authorises DC360 to appoint third parties to provide electronic data storage and transmission services to DC360 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 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 DC360 at any time require DC360 to:
 - 8.2.1.** delete and use all reasonable endeavours 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 endeavours 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.** DC360 shall keep the data of students who have left the School for 1 year by default, in case the School needs to access any work, comments or grades during the following year. After this time the School will be subject to an agreed fee if they wish for the data to be retained any longer. The School retains the ability to download all the work, copy the comments, and grades prior the data being deleted. The School may also opt to have no data retained when a student leaves their school, in which case all data relating to said student will be deleted and not be recoverable upon notification that the student is no longer part of the School.

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 DC360s' 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 endeavours to ensure that its subcontractors) 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 endeavours 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:- _____

Authorised School Representative:- _____

Signature of Authorised Representative:- _____

Date:- _____