DATA HANDLING AGREEMENT

This agreement is for the provision of the transfer of school data between the School, Wonde and approved third party applications. Wonde Ltd a company registered in England under company number 08645640 whose registered office is at St John's Innovation Centre, Cowley Road, Cambridge, CB4 0WS (Wonde).

BY APPROVING ACCESS TO SCHOOL DATA, IT IS NOW THEREFORE AGREED THAT THE DATA HANDLING AGREEMENT SHALL BE GOVERNED BY THE BELOW TERMS AND CONDITIONS.

TERMS AND CONDITIONS

1. **Definitions**

    1.1.   In this Agreement the following definitions shall apply

"**Agreement**"	means the terms and conditions of this Agreement including any schedules and documents annexed hereto;
"**Application**"	means the software Application used by the school;
"**Business Continuity & Disaster Recovery**"	means such arrangements as shall have previously been submitted to and approved by the School under clause 2.7;
"**Data**"	means information which:- (a) is being processed by means of equipment operating automatically in response to instructions given for that purpose; (b) is recorded with the intention that is should be processed by means of such equipment; (c) is recorded as part of a relevant filing system or with the intention that it should form part of a relevant filing system;

	(d) does not fall within Para (a), (b) or (c) but forms part of an accessible record as defined by s.68 of the DPA; (e) provided to the Data Exporter and the Company;
"**Confidential Information**"	means all confidential information (however recorded or preserved) disclosed by the School to the Data Exporter and the Company 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 Controller**"	means a person who (either alone or jointly or in common with other persons) determines the purposes for which and in the manner in which any Personal Data is, or is to be, processed;
"**Data Processor**"	in relation to Personal Data, means any person (other than an employee of the Data Controller) who processes the Data on behalf of the Data Controller;
"**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**"	means the school database holding the school data accessed by Wonde;
"**Personal Data**"	means data relating to a living individual who can be identified:- (a) from that data; or (b) from that data and other information which is in the possession of, or is likely to come into the possession of the Data Controller; and includes any expression of opinion about the individual and any indication of the intentions of the Data Controller or any other person in respect of the individual;
"**Privacy and Data Protection Requirements**"	means the Data Protection Act 1998; the Data Protection Directive (95/46/EC), the Regulation of Investigatory Powers Act 2000; the

	Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699); the Electronic Communications Data Protection Directive (2002/58/EC); the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003) and all applicable laws and regulations relating to the processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner or any other supervisory authority, and the equivalent of any of the foregoing in any relevant jurisdiction;
"**processed**" or "**processing**"	in relation to the information or the Data, means obtaining, recording or holding the information or data or carrying out any operation or set of operations on the information or data, including:- (a) organisation, adaptation or alteration of the information or data; (b) retrieval, consultation or use of the information or data; (c) disclosure of the information or data by transmission, dissemination or otherwise make it available; or (d) alignment, combination, blocking, erasure or destruction of the information or data;
"**Service**"	shall mean the Processing of the Data by the Company in accordance with this Agreement

2.   General Provisions

Permission to Transfer Data

2.1.   The School hereby gives Wonde permission to integrate with it's data such as student information, classes, year groups etc. (held on the School's Management Information System) in a format suitable for transferring the Data to the Wonde and Application's servers subject to the provisions of this Agreement.

2.2.   Prior to leaving the School premises by electronic means (via HTTPS) the Data will be suitably encrypted and in a manner and technical arrangement previously approved by the School and copied and uploaded to the Wonde and Application's operating systems to an agreed standard that is acceptable to the School. Wonde and the Application accept legal responsibility for maintaining security of the Data in accordance with clause 2.5.1 after they receive the Data

and take all necessary and proper precautions to ensure safe passage of the Data thereafter.

2.3.   Once Wonde and the Application have transferred the Data into their operating system (or when the School requests the return of the Data to the School) Wonde and the Application will accept legal responsibility in accordance with Clause 2.6 for maintaining security of the Data (including whilst in transit from their premises to the School) and take all necessary and proper precautions to ensure safe passage of the Data in accordance with Good Industry Practice.

Term of the Agreement

2.4.   This Agreement shall commence on the date that the first application is approved via the notification received in email format from Wonde and shall continue in full force unless terminated earlier in accordance with clause 9.

Ownership of the Data

2.5.   The Data including the Personal Data transferred to Wonde and the Application shall always remain the property of the School, who shall be entitled to retrieve it at any time upon giving the Wonde and the Application reasonable notice. For the avoidance of doubt the transfer shall take place electronically when Wonde is synchronised with the School Management Information System. At that point in time Wonde and the Application shall assume legal responsibility and liability for its safekeeping in accordance with this Agreement. There is no requirement to create a physical copy of the Data.

    2.5.1.   Wonde and the Application shall keep the Data including Confidential Information confidential and shall not:-

        2.5.1.1.   use any Confidential Information except for the profiling system relevant to this Agreement; or

        2.5.1.2.   disclose any Confidential Information in whole or in part to any third party, except as expressly permitted by this Agreement or to the extent required by law.

Security of the Data

2.6.   Wonde and the Application warrant and undertake that they will have at all times during the term of this Agreement appropriate technical and organisational measures in place which are acceptable to the School to protect the School against unauthorised or unlawful processing theft or other unauthorised interference of the Data and/or Personal Data and against accidental loss or destruction of or damage to the Data and/or Personal Data held or processed by Wonde and the Application.

2.6.1.   Wonde and the Application must ensure prior to the transfer of the Data from the School hereunder that the following provisions are in place and operative:-

I.   any premises in which the Data (or any backed up data) is stored (whether on a disc, magnetic tape or other device including a drive within a server), must have restricted and security controlled access only to relevant employees of Wonde and the Application authorised to work with the Data;

II.   the premises in which the Data is stored and/or processed must be protected by an intruder alarm system connected to the local Police control room to at least British Standard BS 8220-2:1995 for commercial building security or later modification thereof; (if not a police control room – a control room with the standard BS EN 50131-1:2006 + Amendment 1:2009 Alarm system)

III.   the premises in which the Data is stored and/or processed must be protected against the risk of fire with a fully operative and well maintained smoke detection system preferably to British Standard BS5839-6:20013 or later modification thereof;

IV.   all staff employed by Wonde and the Application must be authorised by their employer and informed in writing that the Data provided hereunder must not be disclosed to any persons other than School employees or Wonde and the Application staff who need to receive the Data or part thereof;

V.   all staff who have access to the Data must have received adequate training in relation to data protection and in accordance with Good Industry Practice and have been subjected to appropriate vetting and checking procedures;

VI.   the system(s) upon which the Data is stored and/or processed must be secured by password protection with only authorised employees needing access being given a password;

VII.   the system upon which the Data is stored and/or processed must be protected at least to British Standard BS ISO/IEC 27002:2013

VIII.   all remote access points to the system holding the Data must be firewall controlled and comprehensively protected with up to date security, anti-virus and anti-spyware/malware software and access must be password protected. Any Data transferred between remote sites should be encrypted between sites;

IX.   Wonde and the Application shall comply with Good Industry Practice throughout the term of the Agreement when performing its obligations hereunder.

Business Continuity and Disaster Recovery Arrangements

2.7.   Wonde and the Application shall prior to performing any data processing under this Agreement submit to the School for its approval its proposals scheme or arrangements for ensuring that proper measures and procedures are in place respectively for Business Continuity and Disaster Recovery if requested to do so.

3.   Data Protection Act 1998

3.1.   The Data while under the control of the Wonde and the Application shall be subject to the Data Protections Act 1998 ("the DPA") and both undertake that they will comply with the obligations of a Data Processor.

3.2.   For the purpose of the DPA the School shall be the Data Controller and Wonde and the Application shall be Data Processor with control of the system on which the Data is being processed.

3.3.   The School reserves the right to audit the premises of Wonde and the Application to check that they are complying with their technical organisational and security measures and terms hereof and Wonde and the Application will provide the School with evidence of compliance with the Agreement when required to do so.

4.   Use of Data

4.1.   The Data shall only be stored and/or processed by the Application for the purpose solely of implementing and operating the Application.

4.2.   The Data under the control of Wonde and the Application must after being processed and only upon the written instruction of the School be destroyed by the Wonde and the Application.

4.3.   Upon the destruction of the Data Wonde and the Application shall issue the School with a written Certificate of Data Destruction in the form within seven days thereafter.

4.4.   Wonde and the Application undertake to ensure secure methods of data destruction are used and before destruction of any Data that the method and specific Data is agreed with the School.

4.5.   Wonde and the Application undertake that they will only act on the School's instructions in relation to processing of any Personal Data provided to them by the School.

5.   Permission to use Sub-contractor

5.1.   Wonde and the Application shall not assign any obligation under this Agreement to a sub-contractor without the prior written permission of the School.

5.2.   Where it does have the consent of the School in accordance with clause 5.1 Wonde and the Application shall remain liable for each and every part of the Service as if it had carried out the Services itself.

5.3.   Wonde and the Application shall ensure that any approved sub-contractor complies with the requirements as set out in clauses 2, 3 and 4 of this Agreement.

6.   Rights of Third Parties

No sub-contractor or other third party shall acquire the right of action in law under the Contracts (Rights of Third Parties) Act 1999 or otherwise against the School

7.   Indemnities

Wonde and the Application will indemnify the School against all claims, demands, actions, costs expenses (including but not limited to legal costs and disbursements on an indemnity basis) losses and damages arising or incurred by reason of any default , acts or omissions by Wonde and the Application , its employees or servants.

8.   Data Processing Warranties, Representation and Insurance

8.1.   Wonde and the Application warrants that it is compliant with the Privacy and Data Protection Requirements and will indemnify the School from and against all costs, claims, liabilities and demands arising out of any breach by it of its obligations to keep Data secure and to adhere to the Eight Data Protection Principles of the DPA.

8.2.   The School warrants that it has obtained all necessary consents from individuals whose Personal Data the School supplies to Wonde and the Application and the School warrants that they are compliant with the DPA.

8.3.   Wonde and the Application shall, in all material respects, process the Data in accordance with all applicable laws and regulations. Without limiting the foregoing, the Data has been collected in all material respects, in accordance with all notice and consent requirements of such laws and regulations and will be processed only for the purposes for which such data was collected or to which the data subject subsequently consented.

8.4.   Wonde and the Application shall maintain or take out and maintain a policy of insurance in respect of public liability in such sums as the School may reasonably specify for the term of this Agreement and produce such policy to the School if requested to do so.

9. Termination

9.1. The School may terminate this Agreement by serving written notice at any time prior to the expiry of the term of this Agreement at clause 2.4 if Wonde or the Application are found to be in material or persistent breach of the provisions of this Agreement.

9.2. Upon termination of the Agreement for any reason or expiry of the term, Wonde and the Application shall destroy or delete (as directed in writing by the School) all Data information, software, and other materials provided to it by the School and provide the School with a written certificate.

9.3. The School may terminate this Agreement by serving written notice at any time if they no longer wish to continue using the service provided by Wonde.

10. Entire Agreement

Save for any statement, licence, representations or assurances as to the method or location of storage this Agreement and the schedules to it constitutes the entire agreement and understanding between the parties and with respect to all matters which are referred to and shall supersede any previous agreements between the parties in relation to the matters referred to in this Agreement.

11. Governing Law

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.