



No More Marking Ltd., 26 Bridgemere Drive, Framwellgate Moor, Durham DH1 5FG
Company Number: 08788417
www.nomoremarking.com

What is No More Marking?

No More Marking provides a secure, cloud-based platform that allows schools to assess open-ended work by setting up tasks on paper, then scanning and uploading them before judges perform pair wise comparisons of the work. This assessment process is referred to as Comparative Judgement.

Glossary

Data Controller: the person, or organisation, who determines the purposes for which and the manner in which any personal data is processed.

Data Processor: the person, or organisation, who processes the data on behalf of the Data Controller. No More Marking is a Data Processor of school data.

Data Subject: the individual who is the subject of the personal data.

Sensitive Personal Data: Data we hold which is deemed sensitive under the Data Protection Act (for example student name or ethnicity), or data which No More Marking deems sensitive in relation to a pupil's education (for example, exam results).

IP Address: A unique computer address that identifies you to the Internet, or your local network

General Data Protection Regulation (GDPR) agreement between No More Marking Ltd. and your school

The EU General Data Protection Regulation (GDPR) is a significant piece of European legislation which came into force in May 2018. It builds on existing data protection laws, strengthening the rights that EU individuals have over their personal data, and creating a single data protection approach across Europe.

How does No More Marking comply with the GDPR?

As part of the compliance process, we have reviewed all our internal processes, procedures, data systems and documentation to ensure that we are compliant with the GDPR.

Our GDPR Principles are:

- Data is processed fairly, lawfully and in a transparent manner;
- Data is processed only for specified and lawful purposes;
- Processed data is adequate, relevant and not excessive;
- Processed data is accurate and, where necessary, kept up to date;
- Data is not kept longer than necessary;
- Data is kept secure.

Data is not transferred to countries outside of the European Economic Area ('EEA') without adequate protection.

We provide a summary below of important aspects of our compliance with GDPR for ease of use by schools. Further details are provided in our Terms of Service and our Privacy and Data Protection Statement which are included following this GDPR agreement.

Theme	Details
Subject matter of the processing	Comparative Judgement assessment processing using the No More Marking platform.
Duration of the policy	For the duration of the school's subscription with No More Marking.
Nature and purposes of the processing	Pupil information is collected, scanned responses to questions are uploaded to the No More Marking platform with responses being judged. The pupil information collected (see "Contents" below) is used for association of assessment scores to pupils, and the analysis in terms of writing ages and by pupil group.
Source and type of data	The source of data is from the school and is information related to pupils in the school (see "Contents" below). The data is collected electronically and uploaded to the No More Marking platform via a spreadsheet file.
Contents	No special category data is collected. No More Marking only stores and processes the minimum data required to provide Our services. This includes personal level data for pupils. Information stored are: <ul style="list-style-type: none">• UPN (optional)• Email **• First Name*• Last Name*• Date of Birth

	<ul style="list-style-type: none"> • Year Group • Gender • Group (teaching/registration class, optional) • Pupil Premium (optional) <p>*Please note that names are collected to support the reporting to schools. It would also be fine for schools to use anonymous labels such as Pupil 1, Pupil 2 etc. ** For pupils taking part in Improving Writing</p>
Processing and the role of the school	When You decide to use Our system, You as the school will remain the Data Controller. We process the data on Your behalf, in the manner You have requested. You remain responsible for your data, including any inaccuracies or changes that need to be made. Your responsibility as Data Controller covers all of Your school’s data on the platform.
Controlling access and use	<p>Internal access to information is limited to only those who require it to perform their jobs. Other security safeguards include firewalls and physical building access controls. We use role-based identities and password protection on all platform services and apps.</p> <p>All our staff are required to agree that they will abide by the Security and Data Protection Policy at all times and sign a confidentiality and non-disclosure agreement. All staff and contractors are required to undergo an enhanced Disclosure and Barring Service (DBS) check in the case of UK-based staff, or in the case of our Philippine-based technical support staff, the equivalent National Bureau of Investigation checks. We transfer data to our Philippines-based technical support staff using appropriate and secure technologies and processes (see “Security” below).</p>
Data retention and destruction	We retain Your data on Our platform for as long as necessary to provide Our services. The connector will pull data from the moment You permission an application until the moment You delete it. This historical data is then held within the platform to allow Us to provide You with analysis over time. Deleting the task will delete all data and images associated with it. We will always notify You before We delete Your data so You have the option to reactivate Your account should You wish to. In addition to the above, You also have the right to have all Your data removed from the No More Marking platform at any point in time. If you wish to do this

	<p>then You should give us notice by emailing support@nomoremarking.com with the relevant details, and We will delete the data within 5 working days. We will keep anonymised data for future analysis (e.g. year-on-year patterns in data) but no pupil details will be kept with this data.</p>
Security	<p>We have invested in security and we use a suite of modern encryption methods to secure the data held within the No More Marking Platform. All external data transmissions to and from the No More Marking Platform are encrypted using modern SSL protocols and ciphers. From December 1st 2020 all new media files uploaded and products from these files are stored on AWS S3 storage (Ireland). The database is held on AWS servers (Ireland) and is provisioned using MongoDB Atlas. All data is backed up every night and on weekly and monthly rolling schedules.</p> <p>We use encryption at rest, i.e. when stored on a disk or laptop.</p> <p>We use field level encryption in our database, where we feel it necessary to do so.</p> <p>We use encrypted passwords with variable permissions according to the user's role are used for access to all sensitive information.</p> <p>We maintain no servers of our own as we are entirely cloud based. Our cloud providers comply with the Data Protection Act 2018 and all ensuing laws or regulations including the General Data Protection Regulation (GDPR).</p>
Breach	<p>We take all reasonable and necessary precautions to ensure that your data is secure and to recognise and then mitigate the risks to security and privacy. However, it is not possible to 100% guarantee the security of any data transmitted or stored electronically. If a breach of security or privacy occurs, No More Marking will contact the Data Controller of the affected data, and if required inform the Information Commissioner's Office (ICO), and other authorities.</p>
Automated Profiling	<p>We do not carry out automated profiling.</p>
Offshore storage	<p>Media files are all stored on AWS S3 storage (Ireland). The database is held on AWS servers (Ireland). Both are backed up regularly by AWS.</p>

Cyber Essentials Assessment	We do not have this accreditation ourselves, however our Cloud hosts do: https://aws.amazon.com/compliance/cyber-essentials-plus/
Third parties	We will share information if required to do so by law. We will never rent or sell Your data for marketing purposes. We will not share any sensitive or confidential information with third parties except in instances where We are specifically requested to do so by You. For example, some services on our Platform allow the sharing of Your data with third parties such as school improvement charities and curriculum providers. In such circumstances, information is only shared if You give permission, and You control these permission settings through the Platform.

Signing of GDPR agreement (if required) between your school and No More Marking Ltd.

Please note that we are happy to sign a school's own GDPR agreement if required.

Agreed and accepted for and on behalf of the school:

.....

Signed

Name:

School:

Title:

Date:

Agreed and accepted for and on behalf of No More Marking Ltd.:

.....

Signed

Name:

Title:

Date:

Terms of Service

Please read these Terms of Service carefully and in full before using any of our services. If you do not agree to these Terms of Service, you should not use the No More Marking platform and you can opt out of our services.

While this is an important and legally-binding document, we've tried to keep these Terms of Service as readable and user-friendly as possible. We have, however, stuck to some conventional legal document practices (such as capitalisation of 'You' and 'Us' in relation to each party) where it's helpful for clarity.

Who do these terms apply to?

These Terms of Service are between You, a school, and Us, No More Marking. These terms do not apply to third parties such as pupils or parents. Whilst using the No More Marking platform, You will send data to Us about Your school for Us to process on Your behalf. As a school, You are the Data Controller and No More Marking is the Data Processor, and You will remain Data Controller at all times. As a Data Controller it is therefore Your responsibility to ensure that You are able to engage with No More Marking on these terms and are able to allow us to process the data you control about Your Data Subjects. You must not connect to the platform if You do not agree with these Terms of Service. These Terms of Service apply only to the No More Marking platform. The No More Marking platform stores the data You send Us.

Summary of Terms of Service

You agree to:

Only connect to the No More Marking platform with the authorisation of the person with data protection responsibilities within your school (a role commonly referred to as 'data protection lead', likely to be the head teacher or a senior leader).

Retain Your responsibility as the Data Controller, and comply with the legal responsibilities it brings, over the data held within the platform, including its accuracy and completeness.

Have full responsibility for Your account, and the credentials related to Your account, and ensure no unauthorised access to it.

Only connect to the platform if You are able to do so in accordance with the Data Protection Act.

Have full responsibility for who You choose to share Your data with, and not connect to any third-party applications unless satisfied with their terms and conditions, and the privacy policies which govern them.

You agree not to:

Copy or share any of Our content.

Use Our intellectual property rights (code, trade marks or other material) without Our consent

Do anything which adversely affects the security of the platform, for example infecting it with viruses, Trojan horses or other similar harmful components that could affect or delay delivery of our services.

Access, attempt to access, or inspect any data for which You do not have permission.

We agree to:

Process the data received from You for the purposes of education and school improvement only, and only for those purposes necessary to provide the service explicitly offered to You.

Adhere strictly to the terms of all data protection legislation and any future amendments or applicable legislation.

Transport and store all personal data originating from schools using modern and best practice encryption technologies. This includes Secure Socket Layers (SSL) for encrypted data transfer over the internet, field-level encryption for personally identifiable data and password-protected identities for all end users.

Comply with all subject access requests made relating to the data We store, providing all reasonable assistance, insofar as this is possible, to comply with the data subject's rights. We will inform the school if we believe their instructions would be in breach of GDPR.

Ensure the data We hold about You is correct.

Only retain data for as long as is required and will return data if requested and delete all Your data if You ask us to do so or if Your account becomes inactive.

Ensure that all data is held securely by taking steps to ensure that data is not corrupted or lost.

Always maintain adequate liability insurance.

Audit Our services and provide all information necessary to demonstrate compliance to the other party whenever requested.

Report any breaches of security to you as the Data Controller, and if required to the Information Commissioner's Office (ICO) and other authorities, and, in co-operation with the Data Controller, to Data Subjects.

Make Terms of Service and Privacy Policies clearly and publicly available on our website.

We agree not to:

Share data with third parties, except where explicitly requested by you or required by law, or for the purpose of providing a service or where there is a legitimate interest to do this.

Use Your data, made available via the No More Marking system, for the purposes of advertising or marketing, or for any purpose other than the service explicitly provided to You. We will use anonymised images of writing for our marketing use, but no pupil or school details will be disclosed with these images.

Transport personal data originating from You in an unencrypted format, including to our Philippine support office.

Claim ownership or exclusive rights over any of the data processed or created as part of services provided to You.

Change any applicable terms of service without giving You the opportunity to opt-out of our services.

Detailed Terms of Service

Restrictions and Responsibilities

1. Data Ownership: When You decide to use Our platform, You as the school will remain the Data Controller. We process the data on Your behalf, in the manner You have requested. You remain responsible for your data, including any inaccuracies or changes that need to be made. Your responsibility as Data Controller covers all of Your school's data on the platform.

2. Account Security: If You decide to use the No More Marking platform then You are responsible for making sure that the login details are secure to prevent unauthorised access and are fully responsible for all of the actions in relation to it. The platform is for the sole use of those who have the necessary permission to access this data, and it is Your responsibility to ensure that Your account is secure and that access is restricted solely to those with the required permission. You must immediately notify Us in the event of unauthorised access to Your account or any other breaches of security.

3. Ownership of IP: the No More Marking platform and all associated Intellectual Property remain the property of No More Marking Ltd..

4. Modification of Services: As an organisation that is constantly growing and improving, it may sometimes be necessary to modify Our services. We may occasionally pause or remove particular tools or services at Our sole discretion and we will give notice of any notifications before implementation where practicable or as soon afterwards as practicable.

5. Payment: No More Marking offers a combination of free and paid-for services. Unless otherwise agreed in writing, paid-for services are non-refundable. Your subscription will be automatically renewed on an annual basis unless you contact us to cancel the contract.

6. Disclaimer of Warranties: You accept that tools are provided on an “as is” and “as available” basis. They are provided without guarantees or warranties. No More Marking makes no guarantee that the website or any of the tools are error free or that access will be continuous and uninterrupted.

7. Liability: We shall not, under any circumstances, be liable to You, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this agreement for: loss of profits, sales, business, or revenue (direct or indirect); business interruption; loss of anticipated savings; corruption of data or information; loss of business opportunity, goodwill or reputation; or, any indirect or consequential loss or damage. We are not excluding liability for death or personal injury caused by negligence, breach of any implied term and any other matter for which it would be unlawful to exclude liability.

8. Use of Images: For all script images, You agree to give us the following permission: a non-exclusive, transferable, sub-licensable, royalty-free, worldwide licence to use any script images you upload to any of our subscription based products. We reserve the right to share anonymised images collected for any of our subscription based products for research and marketing purposes.

9. Termination: We may suspend or restrict Your access to Our services if We have reason to believe You may have breached the conditions of this agreement.

Changes to the Terms of Service

We are constantly updating and expanding our services. This means that sometimes we have to add to or modify the terms under which we offer our services. If we make material changes, we will let you know via email before these changes take effect. The email will designate a reasonable period of time after which the new terms will take effect. If you disagree with the changes then you may opt out of the use of our service. Continuing to use our services constitutes agreement to the new terms, and your continued use will be subject to these terms.

General

If You do not comply with any part of this agreement, We reserve the right to suspend or terminate Your access to the No More Marking platform with immediate effect.

We and You both agree:

- That no failure or delay to exercise any right or remedy under this agreement or by law shall constitute a waiver of that right or any other right or remedy.
- That if any part of this agreement becomes invalid it will be modified to the minimum extent necessary to make it valid. If we cannot agree this with you, the relevant provision shall be deleted. Any modification to or deletion of a provision shall not affect the validity of the rest of the agreement.
- That any dispute or claim arising out of or relating to this agreement that cannot be resolved by negotiation within 14 days shall be resolved through arbitration. Either party shall give notice of seeking a resolution through arbitration using the CEDR procedure and English law. Either party may seek an interim remedy in court if necessary.
- That any dispute or claim arising out of or relating to this agreement shall be governed by the law of England and that the courts of England shall have exclusive jurisdiction provided that we can take action in other places if You are in breach of this agreement.

Privacy and Data Protection Statement

1. Introduction

Privacy and security are at the heart of everything we do at No More Marking. This statement explains the key measures we have put in place to ensure that a school's data is kept secure and processed appropriately at all times. It also covers our commitments to you, and what we expect from schools in terms of privacy and data protection.

For further detail, please refer to our Terms of Service, which provide a full explanation of how we process and protect data as well as what we require from schools to agree to before deciding to use our service.

2. Our Principles

We:

Process the data received from schools for the purposes of education and school improvement only, and only for those purposes necessary to provide the service explicitly offered to schools.

Adhere strictly to the terms of the General Data Protection Regulation (GDPR), the Data Protection Act 2018 and any future amendments or applicable legislation.

Only store and process the minimum data required to provide our services, and to inform you in advance of using any of our services what data that service requires.

Transport and store all personal data originating from schools using modern and best practice encryption technologies. This includes Secure Socket Layers (SSL/TLS) for encrypted data transfer over the internet, field-level encryption for personally identifiable data and password-protected identities for all end users.

Comply with all Subject Access Requests made relating to the data we store.

We retain your data on our platform for as long as necessary to provide our services and delete all your data if you ask us to do so, if you delete the connector or if your account becomes inactive. We will keep anonymised data for future analysis (e.g. year-on-year patterns in data) but no pupil details will be kept with this data.

Ensure that all data is held securely by taking steps so that data is not corrupted or lost.

Ensure that all staff having access to personal data hold a valid Disclosure and Barring Service certificate.

We DO NOT:

Share data with third parties, except where explicitly requested by you or required by law, or for the purpose of providing a service or where there is a legitimate interest to do this
Use Your data for the purposes of advertising or marketing, or for any purpose other than the service explicitly provided to You.

Transport personal data originating from schools in an unencrypted format.

Claim ownership or exclusive rights over any of the data processed or created as part of services provided to You.

Change any applicable terms of service without giving You the opportunity to opt-out of our services.

3. Support

As a Data Processor, No More Marking does not look ‘under the hood’ or inspect any of the data to which the platform connects. The only exceptions to this are where You have explicitly given us permission to inspect Your data; for example, to provide technical support to correct a technical problem. This permission is given on an ‘as needed’ basis by clicking a button in the platform. You can revoke this permission at any time, or we will turn off the permission ourselves when the technical work is complete.

4. Permission

As the Data Controller, it is Your responsibility to ensure that You can engage with No More Marking in accordance with the Data Protection Act and that Data Subjects are suitably informed about Data Processing services such as No More Marking, that the school chooses to use.

5. Security and Encryption

We have invested in security and we use a suite of modern encryption methods to secure the data held within the No More Marking Platform. All external data transmissions to and from the No More Marking Platform are encrypted using modern SSL protocols and ciphers. Media files are all stored on AWS S3 storage (Ireland). The database is held on AWS servers (Ireland) and is provisioned using MongoDB Cloud Manager. All data is backed up every night and on weekly and monthly rolling schedules.

All personal and sensitive data is stored and transported within EU or countries which are granted to have Adequate Levels of Protection as defined by the European Commission. The exception to this is our Philippine-based Technical Support Office where any data storage and transport is also subject to appropriate safeguards. Further security safeguards include firewalls and physical building access controls, and role-based identities and password protection on all platform services and apps.

Encryption at rest i.e. when stored on a disk or laptop.

Field level encryption in our database, where we feel it necessary to do so.

We use encrypted passwords with variable permissions according to the user's role are used for access to all sensitive information.

We maintain no servers of our own as we are entirely cloud based. Our cloud providers comply with the Data Protection Act 2018 and all ensuing laws or regulations including the General Data Protection Regulation (GDPR).

6. Staff access to data and security

Internal access to information is limited to only those who require it to perform their jobs. Other security safeguards include firewalls and physical building access controls. We use role-based identities and password protection on all platform services and apps.

All our staff are required to agree that they will abide by the Security and Data Protection Policy at all times and sign a Confidentiality and Non-Disclosure Agreement. All staff and contractors are required to undergo an enhanced Disclosure and Barring Service (DBS) check in the case of UK-based staff, or in the case of our Philippine-based Technical Support staff, the equivalent National Bureau of Investigation checks. No data is stored or transported outside of the EU without using appropriate and secure technologies.

7. Deleting and Retaining Data

We retain Your data on Our platform for as long as necessary to provide Our services. The connector will pull data from the moment You permission an application until the moment You delete it. This historical data is then held within the platform to allow Us to provide You with analysis over time. Deleting the task will delete all data and images associated with it. We will always notify You before We delete Your data so You have the option to reactivate Your account should You wish to. In addition to the above, You also have the right to have all Your data removed from the No More Marking platform at any point in time. If you wish to do this then You should give us notice by emailing support@nomoremarking.com with the relevant details, and We will delete the data within 5 working days. We will keep anonymised data for future analysis (e.g. year-on-year patterns in data) but no pupil details will be kept with this data.

8. Privacy or Security Breaches

We take all reasonable and necessary precautions to ensure that your data is secure and to recognise and then mitigate the risks to security and privacy. However, it is not possible to 100% guarantee the security of any data transmitted or stored electronically. In the event that a breach of security or privacy did occur, No More Marking will contact Data Controller of the affected data, and inform the Information Commissioner's Office (ICO), and other authorities, if required by law.

9. Cookies

A cookie is a string of information that a website stores on a visitor's computer. No More Marking uses cookies for purposes such as helping us to identify and track visitors' usage and preferences. You can disable cookies in Your browser if you wish to, although this may mean that some features of our website do not work as they should.

10. Communication

If You are a registered user of the No More Marking website, or have expressed interest in No More Marking on the No More Marking website and have supplied Your email address, we may occasionally send You an email to tell you about new features, ask for feedback or keep You up to date with our products. If You no longer wish to be included on these communications, then please email support@nomoremarking.com and we will remove You from the list.

11. Third Party Websites

We will only use third party services if it is clear that they are GDPR compliant. We will remain liable if the third party services fail to be GDPR compliant.

We will share information if required to do so by law. We will never rent or sell Your data for marketing purposes. We will not share any sensitive or confidential information with third parties except in instances where We are specifically requested to do so by You. For example, some services on our Platform allow the sharing of Your data with third parties such as school improvement charities and curriculum providers. In such circumstances, information is only shared if You give permission, and You control these permission settings through the Platform. Access to data is managed via "bearer tokens". These can be revoked at any time and must be refreshed frequently to remain active. Third party Applications on the platform are subject to the Terms of Service and Privacy Policy of the relevant third party, and it is important You read and understand these before engaging with any third-party services through Our Platform.

Crisp

Purpose: Crisp is our chat support hub for customers.

Data storage: All Crisp data is held on servers hosted in the EU European Union. Messaging data is stored in NL The Netherlands and Plugin data is stored in DE Germany. Servers are hosted by DigitalOcean (with a subsidiary in the EU subject to EU law).

GDPR statement: <https://help.crisp.chat/en/article/whats-crisp-eu-gdpr-compliance-status-nhv54c/>

We use third-party analytics services to help understand your usage of our services. In particular, we provide a limited amount of your information (sign-up date, coordinator name, phone number, job title & email address, purchased products, DfE number, school name and school address) to Crisp, and utilise Crisp to collect data for analytics purposes when you visit our website or use our product. As a data processor acting on our behalf, Crisp analyses your use of our website and/or product and tracks our relationship by way of cookies and similar technologies so that we can improve our service to you.

Crisp may store data in the form of cookies. For more information on their cookie policy please visit: <https://help.crisp.chat/en/article/crisp-chatbox-cookie-and-ip-policy-1147xor/>

We may also use Crisp as a medium for communications, either through email, or through messages within our product(s). As part of our service agreements, Crisp resolves end-user identity information (first and last name, avatar, company) from external APIs. Those external APIs source this data from public information that the end-user consented to share on a third-party service (eg. on social networks such as LinkedIn or Twitter). This end-user identity information is stored on Crisp services, for as long as the Crisp customer wishes them to be stored in their Crisp CRM database. The service used to discover such user information is Enrich, a service owned and operated by Crisp.

Send In Blue

Purpose: Send in blue is our main customer email contact platform.

Data storage: data is stored either on Google Cloud in Belgium or on AWS in Ireland.

GDPR statement: <https://help.sendinblue.com/hc/en-us/articles/360001258744-How-does-Sendinblue-comply-with-the-GDPR->

The data stored on Send In Blue are: email addresses, names, dfe numbers and purchase history of account holders for paid subscription products only.

Amazon Web Services (AWS)

Purpose: AWS is used to host our website and deliver a serverless experience.

Data storage: These are our cloud hosts with the data centre located in Ireland.

GDPR statement: <https://aws.amazon.com/compliance/gdpr-center>.

Also for the UK Government's certification scheme Cyber Essentials Plus please see <https://aws.amazon.com/compliance/cyber-essentials-plus>.

MongoDB Atlas

Purpose: This is our main database storing all school, task & candidate information

Data storage: data is stored in Ireland as part of AWS.

GDPR statement: <https://www.mongodb.com/collateral/gdpr-impact-to-your-data-management-landscape>

Auth0

Purpose: user authentication on our website.

Data storage: Servers are located within the EU in Frankfurt.

GDPR statement: <https://auth0.com/docs/compliance/gdpr>

Auth0 is our authentication management platform enabling users to securely sign in and create accounts.

12. Data sharing permissions for No More Marking analytics

In some limited circumstances We may collect non-personal and non-sensitive platform data through third party services. For example, we may use website analytics traffic providers to analyse metadata such as platform usage. Where We do this, We audit the service to ensure they have a similarly high level of commitment to security and privacy. These services may store your IP address, but we do not have access to this information ourselves. These services may store such data outside of the EEA. No More Marking may also collect, analyse or make available non-sensitive data to third parties (for example

aggregated or non-identifiable data) for school improvement purposes. We do not use or analyse this aggregated data in any way which would make data identifiable at an individual or school level.

13. Information for students and parents

No More Marking, as the Data Processor, only has access to pupil data for the purposes of performing services on a school's behalf.

Your child's school remains the Data Controller of any pupil data we process. If you have questions about your or your child's data or how your school is making use of our service, please contact the school directly. Any pupil or parent/guardian enquiries we receive will be directed to the relevant school as the Data Controller for that child's or parent's/guardian's data.