

DATA SHARING AGREEMENT

For use of School Staff and Pupil Data within HegartyMaths between

School name:

..... (Data Controller)

Address:

.....

And

H & A LEARNING LTD t/a HegartyMaths (Data Processor) incorporated and registered at
Devonshire House, 60 Goswell Road, London, United Kingdom, EC1M 7AD

1. Background

1.1. HegartyMaths is an online teaching and learning tool, which is used to support the face to face teaching taking place in schools with high quality homework and revision activities.

1.2. HegartyMaths uses the Personal Data provided by the Data Controller only for these purposes documented herein unless where required to do so by any law of the European Union or United Kingdom to which we are subject. Where this is the case, HegartyMaths will inform the School of this legal requirement before processing commences unless that law prohibits such information provision.

1.3. Nothing documented herein shall relieve the Data Controller of its own direct responsibilities and liabilities under any Data Protection Law of the European Union or United Kingdom to which they are subject.

1.4. Definitions

1.4.1. Users

1.4.1.1. This defines all individuals categorised in Section 2 of this Agreement using the HegartyMaths Platform

1.4.2. Data Controller, Data Processor, Data Subject, Personal Data, processing, Data Protection Officer, Rights of the Data Subject and appropriate organisational and technical measures shall have the same meanings given in the General Data Protection Regulation (GDPR)

1.4.3. MIS

1.4.3.1. This acronym defines the Schools Management Information System

1.5. Registration as a Data Controller

1.5.1. As defined under Part III Section 18 of the Data Protection Act 1998 and following 25th May 2018 Regulation 2 of the Data Protection (Charges and Information) Regulations 2018 HegartyMaths is Registered as a Data Controller under the Registration reference; ZA321481

2. The type and categories of data subject

2.1. HegartyMaths shall process personal data relating to individuals in the following Data Subject Categories:

2.1.1. 'School Staff'

2.1.1.1. This will include but is not limited to; Head Teachers, Leadership Teams, Trust Maths Directors, Heads of Maths, Lead Practitioners, Second in Charge, Key Stage Leaders, Numeracy Coordinators, Maths Teachers, Network Managers, Network Support, Finance Managers and Data Protection Officers at schools enrolled with HegartyMaths or those making initial enquiries.

2.1.2. 'Primary Pupils'

2.1.2.1. The Primary category will include all pupils enrolled on HegartyMaths up to the end of Year 6 (KS2).

2.1.3. 'Secondary Pupils'

2.1.3.1. The Secondary category will include all pupils enrolled on HegartyMaths from beginning Year 7 (KS3) through to leaving education at the age of 18 (KS5).

2.2. See Annex 1 for detailed information about the Personal Data Processed for each of the above Data Subject Categories.

3. Nature and purpose of processing

3.1. Pupils' Data will be collected from the data controller during a trial of HegartyMaths via CSV file upload. Pupil data will be used to provide pupil logins, the tracking, reporting and aggregation of their usage statistics, and for the provision of ancillary services such as support.

3.2. On the commencement of a contract for a subscription to HegartyMaths, Pupil Data uploaded via CSV file during the trial version shall be synced from the Schools MIS via Wonde for use only within the HegartyMaths application in relation to providing pupil logins, the tracking and aggregation of their usage statistics, and for the provision of ancillary services such as support.

3.2.1. For more information on Wonde Please visit their website at <https://www.wonde.com/>

3.3. Where a schools MIS not compatible with either Wonde or HegartyMaths, the data controller will need to continue to manage the pupil accounts manually and via CSV upload as in section 2.1.

3.4. School Staff Data will be collected from the School upon commencement of the use of HegartyMaths for use within the HegartyMaths application and other applications in relation to the provision of:

3.4.1. teacher logins,

3.4.2. tracking and aggregation of their Pupils' usage statistics,

3.4.3. the submission of queries,

3.4.4. the provision of ancillary services such as general communications and support,

3.4.5. finances and accounting,

3.4.6. MIS integration.

3.5. The data aggregated from pupils' usage of HegartyMaths may, in the future, be used by us or selected third parties for research purposes to improve our platform and measure its effectiveness in improving maths education.

4. The subject matter and duration of the processing

4.1. Pupil accounts exist and are active as long as that user has an account with HegartyMaths and has accessed the platform within the last 2 academic years. If a Student is removed from the school's MIS, the user will no longer be able to login to HegartyMaths.

4.2. School Staff accounts exist and are active as long as the school retains them on their HegartyMaths Account. It is the responsibility of the data controller to retain teacher accounts on HegartyMaths for only as long as required. Where School Staff data is no longer required on HegartyMaths, the data controller is responsible for erasing that data without delay.

4.3. HegartyMaths will retain all pupils' personal data for 24 months from the end of the academic year in which the account was last active, the cessation of the contract or the pupil leaving the school. After 24 months from the end of the academic year where a user was no longer in the school's MIS, HegartyMaths shall anonymise any personal data relating to a user so it is no longer identifiable.

4.4. Upon the cessation of the contract, at the choice of the data controller, HegartyMaths shall fully anonymise all the personal data undergoing processing unless the continued identifiable retention is required under any law of the European Union or United Kingdom to which we are subject.

5. Records of Processing Activities

5.1. HegartyMaths maintains Records of Processing Activities in accordance with the requirements laid out in Article 30 of the GDPR.

5.2. These Records of Processing Activities contains information including:

5.2.1. The name and contact details of each Data Controller we act as a Data Processor for, their representative and where applicable their DPO

5.2.2. The purpose of processing

5.2.3. The Categories of Data Subjects and Categories of personal data

5.2.4. The recipients of the personal data where relevant

5.2.5. Where applicable any transfers of personal data outside of the EEA.

5.2.6. The time limits of the storage and erasure of the personal data

5.2.7. A general description of the technical and organisational security measures in place

6. Data Protection Officer

6.1. Due to the number of Data Subjects whose Personal Data is processed, the range of the Personal Data processed, the duration of the Processing Activities undertaken and the geographic extent of Data Subjects for whom personal data is processed, HegartyMaths has decided it will appoint a Data Protection Officer before 25th May 2018. Upon their appointment, details of said appointment will be communicated with you.

7. Security of processing

7.1. HegartyMaths will implement appropriate technical and organisational measures to protect the Personal Data in their possession against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure, including but not limited to:

7.1.1. Ensuring that all IT equipment, including portable equipment is kept in secure areas when unattended;

7.1.2. Ensuring that staff use appropriate passwords with sufficient security for access into all systems, databases or servers containing Personal Data;

7.1.3. Ensuring that personal data provided by you via CSV upload is transferred to the HegartyMaths platform via secure SSL encryption and stored in our database with access only via end to end SSH protocol.

7.1.4. Ensuring that personal data collected from your MIS is transferred to the HegartyMaths platform using Wonde via secure SSL encryption and stored in our database with access only via end to end SSH protocol.

7.1.5. Personal Data processed by HegartyMaths is stored securely in Cloud Servers held in London with said personal data backed-up to Cloud Servers in Dublin.

7.1.6. Ensuring that all IT equipment used is protected using remote device management by the appropriate antivirus software, firewalls, passwords and suitable encryption methods;

7.1.7. Implement suitable access controls to all systems, databases and servers in relation to all staff, agents and sub-contractors who need to have access to the Personal Data, and ensuring that passwords are sufficient in relation to the most up to date guidance issued by the National Cyber Security Centre.

7.1.8. Conducting regular assessments or penetration testing on systems.

7.1.9. Ensuring all staff handling Personal Data have been made aware of their responsibilities with regards to handling of Personal Data.

7.1.10. With reference to Section 9.3 of this Agreement, allow for inspections and assessments to be undertaken by the other Party in respect of the security measures taken, or producing evidence of those measures if requested.

7.2. In the event of a breach of security leading to the accidental or unlawful destruction, loss, alteration, authorised disclosure of, or access to personal data transmitted, stored or otherwise processed HegartyMaths shall notify the Data Controller without undue delay after becoming aware of the personal data breach.

8. Sub-Processors

8.1. All relationships with sub-processors engaged by HegartyMaths are governed by a contract or other legal act. Should HegartyMaths intend to make any changes concerning the addition or replacement of any sub-processor, we shall inform the data controller of any such changes.

8.2. HegartyMaths engages sub-processors for activities including but not limited to:

8.2.1. Extraction and transfer of personal data from the Schools MIS is actioned using Wonde.

8.2.1.1. See Data Handling Agreement provided by Wonde for further information relating to the processing of personal data by Wonde. (See Appendix 1)

8.2.2. The operation of an internal CRM system, see Section 9.2.3.2.1

8.2.3. The use of Cloud Service Providers for the storage the HegartyMaths Platform,

8.2.3.1. The HegartyMaths application and database is stored on servers located in the European Union by Digital Ocean.

8.2.3.2. The HegartyMaths application and database is backed up to servers located in the European Union by Amazon Web Services

8.2.4. The operation of a ticketing system for the purposes of contacting HegartyMaths, and for the reporting and fixing of glitches and bugs, see Section 9.2.3.2.2.

8.2.5. For processing our Accounts, see Section 9.2.2

8.2.6. For mass mailing of updates and fixes to School Staff on the HegartyMaths platform

9. Processing Outside of the European Union

9.1. The processing of personal data provided to HegartyMaths outside of the European Union as detailed in section 9.2. does not include the personal data of 'Primary Pupils' or 'Secondary Pupils' as defined in sections 3.1.3 and 3.1.4

9.2. Personal data may be transferred outside of the European Union by third parties engaged by HegartyMaths where they have provided appropriate safeguards. Those third parties and the relevant appropriate safeguards are as follows;

9.2.1. Xero

9.2.1.1. Our Accounting Software processes personal data in New Zealand. New Zealand is recognised by the EU as an 'Adequate Country', in that they have an Adequacy Decision pursuant to European Commission Decision 2013/65/EU.

9.2.1.2. Where Xero processes personal data in other territories, such as the United States of America or Australia, they ensure "appropriate safeguards" are in place, for example by entering into the European Commission's Standard Contractual Clauses.

9.2.1.3. For more information about Xero visit their website at <https://www.xero.com/uk/campaigns/xero-and-gdpr/>.

9.2.2. EU/US Privacy Shield

9.2.2.1. Other Third Parties engaged by HegartyMaths participate in and have certified their compliance with the EU-U.S. Privacy Shield Framework. For more information about the EU-U.S. Privacy Shield Framework visit the U.S. Department of Commerce's Privacy Shield List at <https://www.privacyshield.gov>.

9.2.2.2. Third Parties engaged by HegartyMaths who participate in the EU-U.S. Privacy Shield include:

9.2.2.2.1. HubSpot, Inc.

9.2.2.2.2. Slack Technologies, Inc.

9.2.2.2.3. Trello, Inc.

9.2.3. Others

9.2.3.1. Other sub-processors are engaged by HegartyMaths for specific processing activities not related to the personal data of 'Primary Pupils' or 'Secondary Pupils' as defined in sections 3.1.3 and 3.1.4.

9.2.3.2. We are currently in communication with these parties and will provide you with any updates surrounding the transfer of any personal data outside of the EU once sufficient guarantees have been issued.

10. Our Obligations as a Data Processor

10.1. As a Data Processor, HegartyMaths shall, upon request and at cost of the Data Controller, via technical and organisational measures assist with the fulfilment of the Data Controllers obligations to respond to any valid requests for exercising any of the data subject rights, including:

10.1.1. The Right of Access

10.1.2. The Right to Rectification

10.1.3. The Right to Erasure

10.1.4. The Right to Restriction

10.1.5. The Right to Data Portability

10.1.6. The Right to Object

10.2. HegartyMaths shall, upon request, make available to the Data Controller information relating to the organisational measures in place to fulfil the above requests.

10.3. HegartyMaths shall, upon request and cost of the Data Controller, and at a time agreeable by both parties, submit to audits, including inspections, conducted by the data controller or an auditor mandated by the Data controller.

10.4. HegartyMaths shall immediately inform the Data Controller if, in our opinion, any instruction received by the Data Controller infringes any Data Protection Law of the European Union or United Kingdom to which we are subject

10.5. Upon request HegartyMaths and our representatives shall cooperate with the Information Commissioners Office in the performance of their tasks.

10.5.1. HegartyMaths understands that in cooperating with the Information Commissioners Office it may be subject to their investigative and corrective powers.

10.5.2. Hegarty Maths understands that should it fail to meet its obligations under any Data Protection Law of the European Union or United Kingdom to which we are subject, we may be subject to administrative fines, penalties and compensation claims.

11. Term Length

11.1. This agreement shall commence at the time personal data is uploaded to the HegartyMaths Platform and shall continue in force for the remainder of the contract term. Schools that renew their licence are agreeing to the conditions set out in this agreement.

11.2. Any updates, amendments or addendums to this Agreement shall be published and publicised to School Staff via the HegartyMaths Platform.

12. Changes to Applicable law

12.1. In case the applicable data protection and ancillary laws change in a way that the Agreement is no longer adequate for the purpose of governing lawful data sharing exercises, the Parties agree that they will negotiate in good faith to review the Agreement in light of the new legislation.

13. Waiver

13.1. No failure or delay by either party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

SIGNED for and on behalf of
H & A Learning Ltd
Name: Brian Arnold
Position: Director
Signature: *Brian Arnold*

EXECUTED as an agreement:
SIGNED for and on behalf of

School:

Name:

Position:
Data Protection Officer/
Other Appointed Representative (Please Specify)
.....

Signature:

Email address:

Annex 1

Personal Data Processed per Data Subject Category.

As per Section 3, the Data Subject Categories we process Personal Data about are:

School staff

Name
Email
Job Title

Primary Pupils

Student name
Student class/group/year
Student gender
Student UPN details
Student date of birth
Student leaving date

Secondary Pupils

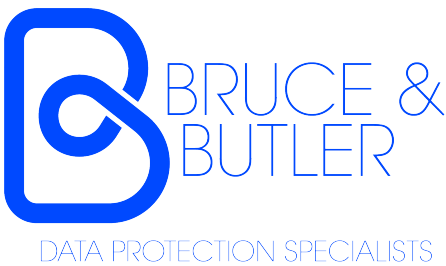
Student name
Student class/group/year
Student gender
Student UPN details
Student date of birth
Student leaving date

Exact permissions we ask for using Wonde are as follows:

<div>Student</div> <div>Students education details read</div> <div>Students current nc year read</div> <div>Students leaving date read</div> <div>Students identifiers read</div> <div>Students UPN read</div> <div>Students local UPN read</div> <div>Students former UPN read</div> <div>Students admission number read</div> <div>Students read</div> <div>Students upi read</div> <div>Students mis id read</div> <div>Students title read</div> <div>Students initials read</div> <div>Students surname read</div> <div>Students forename read</div> <div>Students middle names read</div> <div>Students legal surname read</div> <div>Students legal forename read</div> <div>Students gender read</div> <div>Students date of birth read</div>	<div>Units</div> <div>Classes read</div> <div>Classes mis id read</div> <div>Classes name read</div> <div>Classes description read</div> <div>Classes subject read</div> <div>Groups read</div> <div>Groups mis id read</div> <div>Groups name read</div> <div>Groups code read</div> <div>Groups type read</div> <div>Groups description read</div> <div>Groups notes read</div> <div>Subject read</div> <div>Subjects mis id read</div> <div>Subjects name read</div> <div>Subjects code read</div>
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In conjunction with



Appendix 1



DATA HANDLING AGREEMENT

This agreement records the terms upon which Wonde will process the School Data for the purpose of transferring the School Data to one or more third party providers of services to the School.

Wonde means Wonde Limited, 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 CONTINUING TO USE THE APPLICATION AND BY GRANTING ACCESS TO WONDE AND THE APPLICATION TO SOME OR ALL OF THE SCHOOL DATA, THE SCHOOL AGREES TO THE TERMS OF THIS DATA HANDLING AGREEMENT.

TERMS AND CONDITIONS

1. Definitions

1.1. In this Agreement the following definitions shall apply

"Agreement"	means this Data Handling Agreement
"Application"	means the software application which extracts and write back school data supplied (directly or indirectly) by Wonde and used by the School;
"Confidential Information"	means all confidential information (however recorded or preserved) disclosed by the School to Wonde 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 as amended or replaced from time-to-time;
“Data Protection Laws”	means the DPA, 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 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 as amended or replaced from time-to-time;

“Services”	Means the services performed by Wonde: a) for the benefit of the School and School Suppliers, utilising the Application, of transferring selected School Data from the School or its MIS to selected School Suppliers; and b) to allow students, parents and guardians, and staff at the School to access selected data from the MIS and/or School Suppliers using a single account within the Application.
“School”	means the school or establishment using the Application.
“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;
“School Suppliers”	means third party providers of services to the School to which the School wishes to transfer certain of the School Data.

- 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 the Application, and by granting access to Wonde and the Application to some or all of the School Data, the School agrees to the terms of this Agreement.
- 2.2. The School and Wonde acknowledge that, for the purposes of Data Protection Legislation, Wonde is a Data Processor and the School is a Data Controller in respect of the School Data comprising Personal Data.
- 2.3. Wonde shall comply with all applicable Data Protection Laws in respect of the processing of the School Data.
- 2.4. Wonde 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 Wonde is subject).
- 2.5. The School hereby instructs and authorises Wonde to process School Data for the purpose of transferring certain School Data from the School to School Suppliers, to

allow students, parents and guardians, and staff of the School to access certain School Data using the Application, and as otherwise reasonably necessary for the provision of the Services by Wonde 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 Wonde 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 Wonde for the purposes set out in this clause 2. The School shall indemnify Wonde against all costs, claims, damages, expenses, losses and liabilities incurred by Wonde arising out of or in connection with any failure (or alleged failure) by the School to obtain such consents.

2.7. The School and Wonde confirm that:

2.7.1. the processing of School Data by Wonde will comprise the collection or extraction of School Data from the MIS, the organisation and re-categorisation of that School Data, the transfer of the School Data to School Suppliers notified to Wonde by the School, and the transfer of the School Data to parents and guardians, students and staff of the School who are permitted to access the Application;

2.7.2. the purpose of the processing of School Data by Wonde is to enable Wonde to provide the Services; and

2.7.3. the data that will be processed by Wonde 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 by Wonde to a School Supplier, and shall continue in full force unless and until the School removes the Application from the School's computer network, at which point this Agreement shall automatically terminate.

3.2. Upon termination of this Agreement, clauses 2.6, 5 and 9 shall continue to apply.

4. Transfer of School Data

4.1. The School hereby consents to the Application accessing School Data held on the Management Information System, for the purpose of extracting and transferring such School Data to Wonde and to School Suppliers.

4.2. Prior to leaving the School premises by electronic means (via HTTPS) the School Data will be encrypted by the Application.

5. Ownership of the School Data and Confidential Information

- 5.1.** The School Data shall always remain the property of the School.
- 5.2.** Wonde shall have no responsibility to maintain the security of any School Data held or controlled by the School.
- 5.3.** Wonde shall 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 Wonde 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 Wonde, as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Wonde 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, Wonde shall take account in particular of the risks that are presented by processing of the School Data, in particular from a Personal Data Breach.

7. Permission to use Sub-contractor

- 7.1.** Wonde 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 Wonde to appoint third parties to provide electronic data storage and transmission services to Wonde in connection with the processing of the School Data. Wonde shall notify the School of any changes to the identity of such third parties from time-to-time.
- 7.3.** Save as permitted by clause 7.2, Wonde shall not appoint any sub-contractor in connection with the processing of the School Data without the prior written permission of the School.
- 7.4.** Where Wonde appoints a sub-contractor pursuant to this clause 7, it shall ensure that the arrangement between it and the sub-contractor is governed by a written

contract including terms which 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.

- 7.5.** Wonde shall ensure that each sub-contractor appointed by it performs the obligations under clauses 2.4, 6.1, 10, 11 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 Wonde. remain liable for the acts and omissions of any sub-contractor in respect of the processing of the School Data.

8. Insurance

Wonde maintains a policy of insurance in respect of public liability in respect of the services provided by Wonde and the processing of the School Data, and shall produce a copy of such policy to the School if requested to do so.

9. Deletion or return of School Data

- 9.1.** Wonde 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.
- 9.2.** Subject to clause 9.3, the School may in its absolute discretion by written notice to Wonde at any time require Wonde to:
- 9.2.1. return a complete copy of all School Data by secure file transfer in such format as is reasonably notified by the School to Wonde; and
 - 9.2.2. delete and use all reasonable endeavours to procure the deletion of all other copies of School Data processed by Wonde or any of its sub-contractors.

Wonde shall use all its reasonable endeavours to comply with any such written request within 14 days of receiving such request.

- 9.3.** Wonde and its sub-contractors may retain School Data to the extent required by any applicable law, provided that Wonde 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.
- 9.4.** Wonde shall, within 7 days of request from the School, provide written certification to the School that it has fully complied with this clause 9.

10. Audit and Information Rights

10.1. Subject to clauses 10.2, 10.3 and 10.4, Wonde shall:

- 10.1.1. make available to the School on request all information necessary to demonstrate Wonde's compliance with this Agreement; and
- 10.1.2. allow for and contribute to audits, including inspections, by the School or any auditor nominated by the School in relation to the processing of the School Data by Wonde and its sub-contractors.

10.2. The information and audit rights of the School under clause 10.1 shall apply only to the extent required by Data Protection Laws.

10.3. The School shall give Wonde reasonable notice of any audit or inspection that it wishes to conduct under this clause 10.1, and shall (and shall ensure that any nominated auditor shall) avoid causing (or, if it cannot avoid, minimise) any damage, injury or disruption to Wonde's or its sub-contractors' premises, equipment, personnel and business.

10.4. Without prejudice to clause 10.3, Wonde or its sub-contractors are not required to give access to their premises for the purposes of an audit or inspection:

- 10.4.1. to any individual unless he or she produces reasonable evidence of identity and authority;
- 10.4.2. outside normal business hours at those premises,
- 10.4.3. for the purposes of more than one audit or inspection in any calendar year.

11. Data Subject Rights and Associated Matters

11.1. Taking into account the nature of the processing conducted by Wonde, Wonde 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, Wonde, to respond to requests to exercise data subject rights under the Data Protection Laws .

11.2. Wonde shall:

- 11.2.1. 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
- 11.2.2. not, and shall use all reasonable endeavours to ensure that the sub-contractor does not, respond to that request except on the written instructions of the School or as required by any applicable laws to which Wonde or the sub-contractor is subject.

- 11.3.** Wonde shall notify the School without undue delay upon Wonde becoming aware of a Personal Data Breach in respect of any School Data processed by Wonde, 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.
- 11.4.** Wonde 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 11.3.
- 11.5.** Wonde shall provide reasonable assistance to the School with any data protection impact assessments, and prior consultations with competent data privacy authorities, which the School reasonably considers to be required under any Data Protection Laws, in each case solely in relation to processing of Personal Data comprised in the School Data, by and taking into account the nature of the processing and information available to Wonde.

12. Liability

- 12.1.** Wonde 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:
 - 12.1.1. loss, interception or corruption of any data;
 - 12.1.2. loss, interception or corruption of any data resulting from any negligence or default by any provider of telecommunications services to Wonde, the School or any School Supplier;
 - 12.1.3. any loss arising from the default or negligence of any School Supplier;
 - 12.1.4. damage to reputation or goodwill;
 - 12.1.5. any indirect or consequential loss.
- 12.2.** In all other circumstances, Wonde'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 £2 million.
- 12.3.** Nothing in this clause shall limit the liability of Wonde for any death or personal injury caused by its negligence, fraud or fraudulent misrepresentation, or any other matter for which liability cannot be limited or excluded as a matter of law.

13. 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.

14. 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.

15. Variation

Any variation to the terms of this Agreement shall be made in writing between Wonde and the School.

16. Governing Law

- 16.1.** 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.
- 16.2.** 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).