# Data Protection Addendum

This Data Protection Addendum ("Addendum") forms part of the "Blue Hills Software Company Limited: online software access terms and conditions" ("Principal Agreement") between: (i) Blue Hills Software Company Ltd. acting on its own behalf and (ii) the school or organisation ("Data Controller") as the other party in the Principal Agreement acting on its own behalf.

For the purposes of Article 32 of the General Data Protection Regulation 2016/679 ("UK GDPR and EU GDPR"), this agreement takes effect from the date on which you first use this website. Access and use by you of our site constitutes your acceptance of these terms and conditions.

We may at any time revise these terms and conditions without notice, and therefore they should be regularly checked. The continued use of the site after a change has been made is your acceptance of the change.

You agree to use Blue Hills Software Company web services only for lawful purposes. Information you upload to the aforementioned web services or enter or amend on the same is not shared by us (Blue Hills Software Company and its employees) with any other organisation or individual for any purpose whatsoever.

**Definitions**

For the purposes of this agreement:

    a. **"GDPR"** means:
        i)      The General Data Protection Regulation 2016/679 ("UK GDPR") or any equivalent provision which may replace the GDPR following the formal political separation of the United Kingdom from the European Union;

        ii)      EU General Data Protection Regulation 2016/679 ("EU GDPR")

    b. **"*Supervisory Authority*"; "*Data Controller*" or "*controller*"; "*Data Processor*" or "*processor*"; "*Personal Data*" or "*personal data*"; "*Data Subject*"; "*Processing*" or "*processing*"; "*Sensitive Personal Data*"; "*Personal Data Breach*" shall have the same meaning and interpretation as set out in the GDPR, and their cognate terms shall be construed accordingly.**

    c. ***Data Controller or Controller is the school that has purchased the subscription and the Data Processor or Processor is Blue Hills Software Company Ltd.***

## 1. Warranties of the Data Controller

The Data Controller, having chosen the Data Processor to process personal data on its behalf, warrants that:

    a. the Personal Data has been collected and processed in accordance with the GDPR and

    b. the processing of personal data has been notified to the Supervisory Authority as required under the GDPR.

## 2. Undertakings of the Data Controller

    a. The Data Controller will take such actions as are necessary to ensure it has fulfilled, and will continue to fulfil, the warranties set out in Clause 1.

**3.  Warranties of the Data Processor.**

The Data Processor, having agreed to process personal data on behalf of the Data Controller, warrants that it has:

    a.  In place appropriate technical and organisational measures against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access and adequate security programs and procedures to ensure that unauthorised persons will not have access to the data processing equipment used to process the personal data, and that any persons it authorises to have access to the personal data will respect and maintain the confidentiality and security of the personal data;

    b.  appropriate security measures, which reflect the nature of the personal data and the level of harm that might be suffered by a Data Subject as a result of unauthorised access or disclosure of personal data, including, as appropriate, the measures referred to in Article 32(1) of the GDPR.

**4.  Undertakings of the Data Processor.**

The Data Processor undertakes to:

    a.  act only on the instructions of the Data Controller

    b.  do such actions as are necessary to ensure it has fulfilled, and will continue to fulfil, the warranties set out in Section 3;

    c.  assist the Data Controller in providing a Data Subject the rights of access, correction, blocking, suppression or deletion available to such an individual under the GDPR.;

    d.  submit its data processing facilities, data files and documentation needed for processing to auditing and / or certification by the Data Controller (or other duly qualified auditors of inspection authorities not reasonably objected to by the Data Processor and approved by the Data Controller to ascertain compliance with the warranties and undertakings in this agreement);

    e.  comply with any changes in applicable laws. In the event it is unable to do so, it shall forthwith notify the Data Controller and the Data Controller shall be entitled to terminate this agreement, unless the parties have agreed or forthwith agree to take such steps as shall enable the Data Processor to so comply;

    f.  Notify Data Controller of any Personal Data Breach without undue delay upon Data Processor or Subprocessors becoming aware of a Personal Data Breach, providing Data Controller with sufficient information to allow Data Controller to meet any obligations to report or inform Data Subjects of the Personal Data Breach under the Data Protection Laws;

    g.  Data Processor, shall co-operate with Data Controller and take such reasonable commercial steps as are directed by Data Controller to assist in the investigation, mitigation and remediation of each such Personal Data Breach;

    h.  If it intends to engage Subprocessors to help it satisfy its obligations in accordance with this Agreement or to delegate all or part of the processing activities to such Subprocessors, (i) obtain the prior written consent of Data Controller to such subcontracting, such consent to not be unreasonably withheld; (ii) remain liable to Data Controller for the Subprocessors' acts and omissions with regard to data protection where such Subprocessors act on Data Processor's instructions; and (iii) enter into contractual arrangements with such Subprocessors binding them to provide the same level of data protection and information security to that provided for herein.

**5.  Indemnities**

The Data Controller and the Data Processor will indemnify each other and hold each other harmless from any cost, charge, damages, expense or loss which they cause each other as a result of their own breach of any of the provisions in the agreement.

**6. Termination**

In the event of termination of this agreement, the Data Processor must return all personal data and all copies of the personal data, the subject of these Clauses to the Data Controller forthwith or, at the Data Controller's choice, will destroy all copies of the same and certify to the Data Controller that it has done so, unless the Data Processor is prevented by law from destroying all or part of such data, in which event the data will be kept confidential and will not be processed for any purpose.

The Data Processor irrevocably agrees with the Data Controller that, if so requested by the Data Controller or the Supervisory Authority, it will allow the Data Controller or the Supervisory Authority access to its establishment to verify that this has been done or will allow access for this purpose by any duly authorised representative of the Data Controller.

**7. Governing Law**

The terms and conditions of this agreement will be construed in accordance with English law and will be subject to the exclusive jurisdiction of the English courts.

### ANNEX 1: DETAILS OF PROCESSING OF PERSONAL DATA

This Annex 1 includes certain details of the Processing of Personal Data as required by Article 28(3) GDPR.

*Subject matter and duration of the Processing of Personal Data:*
The subject matter and duration of the Processing of the Personal Data by the Data Processor on behalf of the Data Controller are set out in the Principal Agreement and this Addendum.

*The nature and purpose of the Processing of Personal Data:*
The data processing performed by the Data Processor on behalf of the Data Controller relates to the administration by the Data Controller of certain school functions like pupil report writing, control of Individual Education Plans and Special Educational Needs.

*The types of Personal Data to be Processed:*
• Pupil and staff identification data (personal identification data including, amongst others, name, email address, Unique Pupil Number (UPN))
• Pupil personal characteristics
• Staff contract information

*The categories of Data Subject to whom the Personal Data relates:*
• School pupils
• School staff

*The obligations and rights of Data Controller and its Affiliates*
The obligations and rights of Data Controller and its Affiliates are set out in the Principal Agreement and this Addendum.