

# **Data Sharing Agreement between PiXL and Member Schools and Compliance with GDPR 2018**

## **1 Introduction, area of application, definitions**

- 1.1 This agreement sets out how PiXL will process the Data on behalf of Member Schools and its obligations to process the Data lawfully. Obligations that Member Schools undertake are also set out in this agreement.
- 1.2 PiXL is a membership organisation for schools and as such processes the personal data of contacts within Member Schools, including that of members of staff and students who are delegates at its conferences, and personal data relating to support and finance personnel who are responsible for the commissioning and procuring of services.
- 1.3 An element of the services delivered by PiXL to schools includes web-based applications and interactive programmes. As the use of technology in teaching is now commonplace, provision of online platforms and applications to support student learning and teaching efficiencies are developed by PiXL and offered to schools in response to requests for affordable services of this kind.
- 1.4 The processing is based on the pre-existing contract for services entered into by PiXL and Member Schools (referred to as the 'Terms and Conditions').
- 1.5 Processing will begin as soon as a Member School joins PiXL and will be carried out until either this contract or the membership have been terminated, after which it will be retained in accordance with our retention policy.

## **2 Nature and purpose of processing the data**

Processing the data consists of;

- 2.1 collecting staff personal data and processing for the purposes of administering and providing communications relating to the services and conferences PiXL provides,
- 2.2 the processing of student personal data, including individual attainment data, to produce targeted reports and resources for schools,
- 2.3 processing data to determine usage information about resources to analyse need.

## **3 Lawful basis for processing the data**

- 3.1 The data is processed only for the purpose of providing the services as stipulated above and in the Terms and Conditions, or for the legitimate interests of the students in your school.

## **4 Type of data and Categories of persons affected**

- 4.1 At the request of Member Schools, PiXL may process the personal data of members of staff and students within the school. Personal data collected in relation to staff includes names and email addresses. Special categories of data, such as health information, will be processed by PiXL for the purposes of ascertaining dietary requirements at events.
- 4.2 Students constitute another category of data subject, information on which PiXL processes at the request of Member Schools. The types of student personal data processed will be dependent on the selection of applications that member schools choose to implement in their settings. Usually it will include names, login information, school email addresses. For some applications, should the Member School wish, year, class, and attainment data are processed. In some limited circumstances (classroom management apps), special categories of data may be processed such as Special Educational Needs.

## **5 PiXL's Obligations**

- 5.1 PiXL will only process personal data as contractually agreed or as instructed by the Member School, unless PiXL is legally obliged to carry out a specific type of data processing (in which case the Member School will be informed unless unlawful to do so).
- 5.2 PiXL will not use the data provided for processing for any another purposes than those stipulated in this agreement and in the Terms and Conditions.
- 5.3 PiXL confirms that it is aware of the legal provisions on data protection and will observe the principles of data processing.
- 5.4 PiXL is obliged to maintain strict confidentiality when processing the data. Any individuals who could have access to the data processed on behalf of the Member School are subject to a duty of confidentiality.
- 5.5 PiXL will ensure that any employees who will process the data have been made aware of the relevant GDPR provisions, as well as this contract, before starting to process the data. Training will be carried out on a regular basis.
- 5.6 PiXL will ensure that the individuals tasked with processing the data are adequately instructed and supervised on an ongoing basis in terms of fulfilling data protection requirements.
- 5.7 In the event that PiXL is subject to an inspection by ICO, and should data subjects exercise any rights against PiXL, then PiXL will support the Member School if the data being processed on behalf of the Member School is affected.

## **6 Transferring the storage of personal data outside the European Economic Area**

- 6.1 PiXL will not transfer or permit the transfer of the storage of student personal data to any territory outside the European Economic Area without your prior written consent.
- 6.2 Where personal data relating to the processing of payments and financial matters is processed by providers outside the European Economic Area, PiXL ensures that any such providers are identified as providing adequate security and compliance measures for EEA data.

## **7 Security**

- 7.1 The measures undertaken by PiXL to ensure the security of processing is stipulated in the Security Policy which is contained at Annexe 1 to this policy.

## **8 Processing by Associates and Specialist Developers**

- 8.1 Subcontractors are appointed on an individual basis with the Member School's written consent.
- 8.2 Written consent to appoint sub-processors, as defined in Appendix 2, is sought in this agreement.
- 8.3 Any sub-processors who have access to student personal data will be subject to the same duty of confidence, training and Disclosure and Barring checks as PiXL employees.
- 8.4 The Member School's rights may be effectively exercised against the sub-processor.

## **9 Member School Obligations**

- 9.1 As data controller, the Member School should implement appropriate technical and organisational measures. The Member School should also implement data protection policies and adhere to codes of conduct in compliance.
- 9.2 PiXL will not be liable for any loss resulting from the Member School's negligence in relation to the handling of student personal data.

## **10 Notification obligations**

- 10.1 PiXL will notify the Member School of any personal data breaches in accordance with Article 33 of GDPR if the breach is likely to result in a risk to any rights and freedoms of the data subjects.

## **11 Instructions**

- 11.1 The Member School reserves the right of full authority to issue instructions concerning data processing on the school's behalf.
- 11.2 Where PiXL is instructed not to process certain data by a member school this may affect the services provided.

## **12 Providing assistance – subject access, breaches and data protection impact assessments**

- 12.1 PiXL will assist members with all subject access requests which are received from data subjects whose personal data PiXL is processing.
- 12.2 PiXL will amend, transfer or delete any personal data that it processes for Member Schools if required to do so. On termination of a membership, PiXL will delete or return all personal data nine months following the termination of the contract to provide services.
- 12.3 Where the school acts as data controller of the personal data, PiXL will notify Member Schools immediately of all communications received from any person which suggests non-compliance with GDPR and it will not do anything or enter into any communication about it unless expressly authorised by the Member School to do so.
- 12.4 PiXL will provide Member Schools with a copy of the personal data as soon as possible if asked to do so.
- 12.5 PiXL will assist member schools in meeting their GDPR obligations in relation to the security of processing, notification of personal breaches and data protection impact assessments. It will submit to audits and inspections, provide the member school with information about PiXL services as required.
- 12.6 Where the Member School acts as data controller, PiXL will tell the Member School immediately if it is asked to do something infringing the GDPR or other data protection law of the EU or member state.
- 12.7 PiXL will co-operate with the ICO in accordance with Article 31 of GDPR and it will ensure the security of its processing in accordance with Article 30.2.

## **13 Ending the processing**

- 13.1 Either PiXL or the Member School may end this arrangement by giving written notice to the other in accordance with our Agreement.
- 13.2 After termination of membership data will be erased as stipulated in our retention policy.

## **14      Remuneration**

- 14.1      PiXL's remuneration for processing on behalf of member schools is the membership fee as stipulated in the Terms and Conditions. There is no separate remuneration or reimbursement provided in this contract.

## **15      Law**

- 15.1      This agreement and the arrangement made under it is governed by and will be interpreted in accordance with English law. In the event of a dispute between us, we agree that the English courts will have non-exclusive jurisdiction to hear the case.

## Annexe 1

### Security Policy

#### PIXL CLUB LIMITED

Company number 07321607

Registered office address Henry Wood House, **Henry Wood House, 2 Riding House Street, London, W1W 7FA**

We are registered in England and Wales under company number 07321607

This is the Security Statement of **PIXL CLUB LIMITED**

1. We have a management and corporate commitment to information security within the organisation and provide clear direction, guidance and responsibilities and procedures in this respect.
2. PiXL has a compliance officer who deals with security of information and personal data.
3. All employees are briefed on the importance of personal data and security and confidentiality of information obtained.
4. We control physical security in relation to the information and personal data that is contained at our facilities and restrict access to the site, buildings, computer rooms, office desk, technology areas, equipment and other facilities where unauthorised access by people could compromise our security.
5. Best practice techniques, such as anonymisation and encryption, are applied to transfers of personal data between the Member School and PiXL, between all data servers and between our servers and end point devices.
6. We seek to control access to information and personal data, including existing procedures for authorising and authenticating users as well as software controls for restricting access and techniques for protecting data such as encryption.
7. We commission external organisations to undertake penetration testing of all our systems on a regular basis and our subsequent development incorporates findings.
8. All proprietary or confidential information, including personal data, is contained or stored electronically and any that is contained and stored on manual files are locked up and secure.
9. We monitor and log access so as to assist in detection and investigation of security breaches and any attempted breaches where they occur.
10. We maintain a business continuity plan as a contingency plan which identifies our business functions and assets (including personal data) which would need to be maintained in the event of disaster and set out the procedures for protecting and restoring them if necessary.
11. Our staff are trained on security systems and we have relevant procedures in place in relation to the obligations under the GDPR. Accordingly, staff are aware of information security issues and they can go to the compliance officer with any issues relating to data protection or privacy.
12. We are taking, and will endeavour to continue to take, all reasonable steps in order to protect our information and all personal data.

## Annexe 2

Sub-Processors with whom permission is sought to share data.

1. **App Developers** – PiXL commissions the development of apps by a limited number of developers who are subject to a sharing agreement and a duty of confidentiality, in addition to the same training and DBS clearance as employees.
2. **PiXL Associates** –PiXL commissions associates, who are allocated to schools and may have access to some personal data relating to staff within the schools which they support. They may process personal data to meet their reporting requirements.