

DATA PROCESSING AGREEMENT
MARCH 2025

This Data Processing Agreement (this “**Agreement**”) is made between the School (“**School**”) and Barking and Dagenham School Improvement Partnership, (11126768) whose registered office is Eastbrook Primary School, Dagenham Road, Dagenham, Essex RM10 7UR (“**BDSIP**”) and applies to all agreements made between the School and BDSIP (the Parties) and/or its affiliates. All agreements between the Parties (whether made before or after the effective date of this Agreement) are collectively referred to herein as “the **Contract**”. Under the Contract, BDSIP are providing services and/or materials and/or software (the “**Services**”) and as a consequence of entering into the Contract, the Parties have agreed to share Personal Data to facilitate the effective operation of the arrangements envisaged by the Contract.

This Controller-to-Controller Data Processing Agreement sets out the additional terms, requirements, and conditions on which one or both Parties may provide Personal Data and the terms on which such Personal Data may be used by the Recipient in connection with the Contract.

With respect to provisions regarding processing of School Data, in the event of a conflict between the Contract or Order Form (between the School and BDSIP and this Agreement), the provisions of this Agreement shall prevail including in relation to agreements made after the date of this Agreement. This Agreement may only be varied or superseded by the agreement of the School and BDSIP in writing, expressly referring to this Agreement and the fact that it is being varied or superseded.

Each Party shall comply with all the obligations imposed on them as a Data Controller under the Data Protection Laws.

1. Definitions Capitalised terms not otherwise defined in this Agreement shall have the meanings set forth in this Agreement. The following additional definitions shall apply:

- (a) “**Contract**” BDSIP Terms of Service/Contract
- (b) “**School Data**” means any information owned or provided by or on behalf of the School or processed by BDSIP on the School’s behalf through providing the Services. School Data may include Personal Data, special categories of Personal Data, and School Confidential Information.
- (c) “**Data Controller**” shall have the meaning given to it in the Data Protection Act 2018 and the UK General Data Protection Regulation.
- (c) “**Processor/sub processor**” shall have the meaning given to it in Data Protection Act 2018 and the UK General Data Protection Regulation.
- (d) “**Data Subject**” means any identified or identifiable individual to who Personal Data relates

- (e) “**Discloser**” means a party providing Personal Data under this Agreement (which may be one or both Parties)
- (f) “**Recipient**” means a party receiving Personal Data under this Agreement (which may be one or both Parties)
- (g) “**Data Subject Request**” means a request made by a Data Subject in accordance with rights granted pursuant to the Data Protection Laws (including requests to access, rectify, erase, object to, restrict processing of, or port his/her/their Personal Data)
- (h) “**Data Security Breach**” means: (i) the loss or misuse, by any means, of School Data; (ii) the inadvertent, unauthorised, and/or unlawful processing of any School Data; or (iii) any other act or omission that compromises the security, confidentiality, or integrity of School Data.
- (i) “**Personal Data**” means any information which: (i) falls within the definition of “Personal Data” under the Data Protection Act 2018 and the UK General Data Protection Regulation; and (ii) in relation to which BDSIP are providing the Services or which BDSIP are required to process (subject to Data Protection Legislation) under this Agreement.
- (j) “**Data Protection Laws**” means all applicable laws and regulations relating to data protection, privacy, data security, including, but not limited to, the Data Protection Act 2018, UK General Data Protection Regulation, and any successor legislation or regulations thereto.
- (k) “**Process,**” “**Processing,**” or “**Processed**” shall have the meaning given to it in Data Protection Laws.
- (l) “**Shared Hosting Environment**” means any network device and/or application which Processes information for more than one School on the same device or through the same application.
- (m) “**Standard Contractual Clauses (Processors)**” means the contractual clauses issued by the Commissioner under S118A(1) Data Protection Act 2018 on standard contractual clauses for the transfer of Personal Data to processors established outside the European Economic Area.
- (n) “**Supervisory Authority**” has the meaning given in the Data Protection Laws.

2. Privacy and Information Processing This Agreement sets out the framework for the provision of Personal Data between the Parties as Data Controllers. The Parties acknowledge that they are independent Data Controllers in connection with the Personal Data provided or accessed under the Contract. Due to the nature of the Services provided, BDSIP shall comply with any obligations as a Data Controller under the applicable Data Protection Law and otherwise perform the Services as a Data Controller in accordance with the applicable Data Protection Law and vice versa in the event BDSIP is identified as a Data Processor.

2.1 The Parties consider that the provision of Personal Data is necessary for the Purposes.

2.2 The Personal Data provided by (or on behalf of) the discloser must not be irrelevant or excessive and must be relevant with regard to the Purpose.

2.3 The Recipient shall not Process such received Personal Data in a way that is incompatible with the Purpose.

2.4 The types of Personal Data and Special Categories of Personal Data which may be provided by (or on behalf of) the relevant Discloser and the relevant categories of Data Subjects to whom such Personal Data relates are outlined in the Contract.

2.5 The Discloser shall ensure that the Personal Data provided is accurate and up-to-date and shall promptly inform the other party of any inaccuracies and provide the relevant accurate or updated Personal Data as soon as possible.

2.6 The categories of School Data to be processed by BDSIP, categories of data subjects whose personal data will be processed, and the nature and purpose of processing activities to be performed under this Agreement are set out in the Privacy Notices.

2.7 At all times that BDSIP processes, and/or has access to School Data, BDSIP shall:

- (i) Process School Data only in accordance with School's documented instructions and ensure that any individual under its authority who has access to Personal Data does not Process them except on the School's instructions, and in so far as necessary, to provide the Services, and not use such School Data for any other reason except as necessary to provide the Services;
- (ii) maintain internal record(s) of processing activities of Personal Data
- (iii) ensure that access to the School Data is limited to those of its employees who need to have access to it and that they are informed of the confidential nature of the School Data, are under an obligation to keep such School Data confidential, and comply with the obligations set out in this clause 2;
- (iv) comply with all applicable Data Protection Laws to which it is subject and not, by act or omission, place the School in violation of any Data Protection Law;
- (v) implement appropriate technical and organisational measures (both generally and where such School Data is stored in a Shared Hosting Environment) to ensure the security of School Data against: (i) unauthorised or unlawful Processing of Personal Data and School Data; and/or (ii) a Data Security Breach the Data Processor shall implement appropriate technical and organisational measures, insofar as is possible, to assist the School with its fulfilment of its own obligation to respond to requests for exercising data subject's rights, and otherwise shall implement appropriate technical and organisational security measures to ensure compliance with all requirements under Data Protection Laws.
- (vi) erase or rectify in accordance with the School's instructions any Personal Data that is inaccurate or incomplete;

(vii) return or destroy, at the request of the School, all Personal Data and shall not Process any Personal Data after being instructed not to do so by the School;

(viii) use reasonable information minimisation procedures in accordance with the School's reasonable instructions and policies to limit collection and retention of School Data in its systems;

(ix) assist and cooperate with the School and provide the School with all information the School requires to comply and demonstrate compliance with its obligations under Data Protection Laws;

(x) make available to the School all information necessary to demonstrate compliance with its obligations in this Agreement and allow for and contribute to audits conducted by the School. The School may perform on-site audits at the BDSIP processing facilities that provide the Services to the School, subject to the following: (i) on-site audits may only be carried out once per calendar year; (ii) requests for on-site audits shall be made in writing by the School at least thirty (30) days in advance and shall specify the scope of the information sought and the specific purpose of the audit; (iii) on-site audits shall be conducted during normal business hours for the relevant facility and shall be coordinated with BDSIP so as to cause minimal disruption to BDSIP business operations; (iv) on-site audits will be conducted at School's expense; and (v) on-site audits shall be performed by the School's employees and/or a reputable third party auditor agreed to by both Parties, who shall at all times be bound by a confidentiality agreement and shall be accompanied by a representative of BDSIP.

(xi) inform the School if it believes that any of the School's instructions would breach any Data Protection Law.

2.8 The School hereby provides its general authorisation for BDSIP to otherwise appoint processors and/or sub processors to process the Personal Data and School Data, provided that BDSIP:

- (a) ensures that the terms on which it appoints such processors and/or sub processors comply with Data Protection Laws, and are consistent with the obligations imposed on the Data Processor in this Agreement;
- (b) remains responsible for the acts and omissions of any such processor and/or sub processor as if they were the acts and omissions of BDSIP; and
- (c) inform the School of any intended changes concerning the addition or replacement of the processors and/or sub processors, thereby giving the School the opportunity to object to such changes.

3. Privacy notices and legal grounds for Processing

3.1 Each Party shall ensure that it Processes the Personal Data provided (or to be provided) under this Agreement fairly and lawfully in accordance with clause 3.2 during the term of this Agreement.

3.2 Each Party shall ensure that it has legitimate grounds under the Data Protection Laws for the Processing of Personal Data Provided (or to be provided) under this Agreement.

3.3 The Discloser shall, in respect of the Personal Data provided (or to be provided) to the Recipient, ensure that it provides clear and sufficient information to the Data Subjects, in accordance with the Data Protection Laws, of the purposes for which it will Process their Personal Data, the legal basis for such purposes and such other information as is required by Data Protection Laws including:

(a) if Personal Data will be transferred by the Discloser to a third party (including the Recipient), that fact and sufficient information about such transfer and the purpose of such transfer to enable the Data Subject to understand the purpose and risks of such transfer; and

(b) if Personal Data will be transferred outside the EEA pursuant to clause 7 (Transfers of Personal Data) of this Agreement, that fact and sufficient information about such transfer, the purpose of such transfer and the safeguards put in place to enable the Data Subject to understand the purpose and risks of such transfer.

3.4 The Recipient undertakes to inform the Data Subjects, in accordance with the Data Protection Laws, of the purposes for which it will Process their Personal Data, the legal basis for such purposes and such other information as is required by Data Protection Laws including:

(a) if Personal Data will be transferred by the Recipient to a third party, that fact and sufficient information about such transfer and the purpose of such transfer to enable the Data Subject to understand the purpose and risks of such transfer; and

(b) if Personal Data will be transferred outside the EEA pursuant to clause 8 (Transfers of Personal Data) of this Agreement, that fact and sufficient information about such transfer, the purpose of such transfer and the safeguards put in place to enable the Data Subject to understand the purpose and risks of such transfer.

3.5 The Discloser warrants that it is entitled to provide the Personal Data provided by it under this Agreement to the Recipient and that it will ensure that the Personal Data provided is accurate at the time of provision.

4. Cooperation Upon notice, BDSIP shall assist and support the School in the event of an investigation by any governmental entity or authority, including, without limitation, any data protection authority, or similar regulator, if and to the extent that such investigation relates to School Data handled by BDSIP on behalf of School.

5. Rights of Data Subjects

5.1 The Parties agree to comply with their obligations to respond to Data Subject access requests and to give effect to other rights of Data Subjects in accordance with Data Protection Laws.

5.2 The Parties each agree to provide such assistance as is reasonably required to enable the other party to comply with requests from Data Subjects to exercise their rights within the time limits imposed by Data Protection Laws.

5.3 Each party is responsible for maintaining a record of individual requests from Data Subjects, the decisions made and any information that was provided. Records must include copies of the Data Subject's request, details of the data accessed and shared and where relevant, notes of any meeting, correspondence or phone calls relating to the request.

6. Security and Training

6.1 The Recipient shall comply with the access and Processing restrictions in respect of Personal Data received from the Discloser under this Agreement.

6.2 The Parties undertake to have in place throughout the term of this Agreement appropriate technical and organisational security measures to:

(a) prevent:

- (i) unauthorised or unlawful processing of the personal data provided under this Agreement; and
- (ii) the accidental loss or destruction of, or damage to, the Personal Data provided under this Agreement; and

(b) Ensure a level of security appropriate to:

- (i) The harm that might result from such unauthorised or unlawful processing or accidental loss, destruction, or damage; and
- (ii) The nature of the Personal Data to be protected.

6.3 Each Party shall ensure that its staff members are appropriately trained to handle, and Process the Personal Data provided (or to be provided) under this Agreement in accordance with the required technical and organisational security measures together with applicable Data Protection Laws.

7. Retention and Deletion of Personal Data

7.1 The Recipient shall not retain or otherwise Process the Personal Data provided by (or on behalf of) the Discloser for longer than is necessary to carry out the Purpose(s).

7.2 The Recipient shall ensure that Personal Data provided by (or on behalf of) the Discloser are either returned to the Discloser or securely deleted or destroyed in accordance with Data Protection Laws as the Discloser may instruct, in the following circumstances:

a) on termination or expiry of this Agreement (unless there is an obligation to Process such Personal Data under applicable laws); and

b) once Processing of the Personal Data is no longer necessary for the Purpose(s).

7.3 Following the deletion or destruction of Personal Data by the Recipient in accordance with clause 7.2, the Recipient shall notify the Discloser that the relevant Personal Data in question has been deleted in accordance with this Agreement.

8. Transfers of Personal Data

8.1 For the purposes of this clause, transfers of Personal Data shall mean any sharing of Personal Data with another party, and shall include, but is not limited to, the following:

- (a) Subcontracting the Processing of Personal Data; or
- (b) Granting another Controller access to the Personal Data

8.2 The Recipient shall comply with the requirements of Data Protection Laws if it appoints a third-party Processor to Process the Personal Data received from the Discloser.

8.3 The Recipient must not transfer any Personal Data provided by (or on behalf of) the Discloser outside the EEA unless the Recipient:

- (a) Complies with the provisions of Data Protection Laws in connection with such transfer; and
- (b) Ensures that (i) the transfer is to a country approved by the European Commission as providing adequate protection pursuant to Data Protection Laws; (ii) there are appropriate safeguards in place pursuant to Data Protection Laws; or (iii) one of the derogations for specific situations as provided under Data Protection Laws applies to the transfer.

8.4 If any Personal Data transfer between the Parties requires execution of standard contract clauses in order to comply with Data Protection Laws (where the Discloser is the entity exporting Personal Data to the Recipient outside the EEA), the Parties will complete all relevant details (including Appendices) in and execute the standard contractual clauses and take all other actions required to legitimise the transfer.

9. Data Security Breach

9.1 Each Party shall promptly notify the other of any dispute, claim or query brought by any Supervisory Authority or Data Subject concerning the Processing of Personal Data provided under this Agreement.

9.2 Each Party agrees to co-operate and provide reasonable assistance and information to the other party in dealing with any dispute, claim or query brought by any Supervisory Authority or Data Subject in connection with this Agreement, with a view to settling them amicably and in a timely fashion.

9.3 The Parties agree to respond to any generally available non-binding mediation procedure initiated by a Data Subject or by a Supervisory Authority. If they do participate in the proceedings, the Parties may elect to do so remotely (such as by telephone or other electronic means). The Parties also agree to consider participating in any other arbitration, mediation or other dispute resolution proceedings developed for data protection disputes.

10. Liability and Indemnity

10.1 BDSIP warrants that it:

- (a) will process the Personal Data provided under this Agreement in compliance with all applicable laws, regulations and other similar instruments that apply to its Personal Data Processing operations;
- (b) will respond within a reasonable time to enquiries from the Information Commissioner's Officer in relation to the Personal Data provided under this Agreement;
- (c) will take all appropriate steps to ensure compliance with the security measures set out in clause 6 (Security and Training);

(d) shall comply with clauses 7 (Retention and deletion of Personal Data and 8 (Transfers of Personal Data);

(e) shall give effect to the rights of Data Subjects in accordance with Data Protection Laws; and

(f) has full power and authority to receive, provide, store and Process the Personal Data, to use and provide it for the Purposes and to give the warranties, indemnities and enter into and perform its obligations under and in terms of this Agreement.

10.2 BDSIP shall indemnify the School on demand against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by the School arising out of or in connection with the breach of either this Agreement or the Data Protection Laws by BDSIP, its employees, contractors, Processors, agents or other representatives.

10.3 Any limitation of liability set forth in the Contract will not apply to the indemnity or reimbursement obligations of this Agreement.

10.4 BDSIP shall hold and ensure that it continues to hold throughout the term of this Agreement a satisfactory level of and appropriate insurance cover with a reputable insurer to cover their obligations under this Agreement. BDSIP will disclose to the School satisfactory evidence of such insurance (including the amount and type of cover effected) and payment of current premiums upon request by the School.

10.5 Nothing in this Agreement will:

- (a) limit or exclude any liability for death or personal injury resulting from negligence; or
- (b) limit or exclude any liability for fraud or fraudulent misrepresentation; or
- (c) limit any liabilities in any way that is not permitted under applicable law; or
- (d) exclude any liabilities that may not be excluded under applicable law.

10.6 Subject to clause 10.5, neither party shall in any circumstances be liable whilst in contract, (including for negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, for:

- (a) any loss (whether direct or indirect) of profits, business, business opportunities, revenue, turnover, reputation, or goodwill;
- (b) loss (whether direct or indirect) of anticipated savings or wasted expenditure (including management time); or
- (c) any loss or liability (whether direct or indirect) under or in relation to any other contract.

10.7 Clause 10.6 shall not prevent claims:

- (a) under clause 10.2

(b) for direct financial losses that are not excluded under any of the categories set out in clause 10.6 (a); or

(c) for tangible property or physical damage.

10.8 Except as expressly stated in this Agreement, all warranties, conditions, and terms, whether express or implied by statute, common law or otherwise are hereby excluded to the extent permitted by law.

No limitation of liability shall apply in case of gross negligence or wilful intent.

11. Data Protection Impact Assessment:

11.1 Each Party shall be responsible for adopting and maintaining a data protection impact assessment relevant to its Processing activities in accordance with Data Protection Laws.

11.2 Each Party agrees to provide the other party reasonable assistance on request from, and at the expense of, such other Party in connection with preparation and updating of the other Party's data protection impact assessment.

12. Further Assurances The Parties shall take any other steps reasonably requested by the other party to assist in complying with any notification, registration, or other obligations under any laws applicable to BDSIP and/or School's Processing of Personal Data. The Parties agree they shall not do, or refrain from doing, anything that would, or could, cause the other party and/or its affiliates to not be in compliance with privacy, data protection, and/or information security laws applicable to it, or them.

During the term of the Contract the Parties shall cooperate in good faith to resolve any issues and to implement processes and practices necessary to address changes in law.

13. Term and termination of this Agreement

13.1 This Agreement will be deemed to come into effect on the date of signing by both Party's and will remain in full force and effect, unless terminated earlier in accordance with this Agreement, until the termination or expiry of the Contract.

13.2 Each Party may terminate this Agreement immediately by giving the other party written notice to that effect in the following circumstances:

- (a) The other Party has breached Data Protection Laws in connection with either this Agreement or the Personal Data provided by (or on behalf of) the terminating party and such breach is either not capable of remedy or is not remedied within 10 days of written notice from the terminating party;
- (b) The terminating Party considers that the other party is not Processing the Personal Data provided by (or on behalf of) such terminating Party in accordance with this Agreement; or
- (c) The other Party acts in any manner which brings or is likely to bring the terminating Party into disrepute or is materially averse to the interests of the terminating Party.

13.3 Any provision of this Agreement that expressly or by implication should come into or continue in force on or after termination of this Agreement will remain in full force and effect.

13.4 The termination of this Agreement will be without prejudice to any other rights or remedies of any party under this Agreement or at law and shall not affect any claims or rights which a party may have against the other which have accrued prior to such termination.

13.5 The failure of BDSIP to comply with the terms of this Agreement is a material breach of the Contract. In such an event, the School may terminate the Contract or, if appropriate, any part of the Contract, effective immediately, on written notice to BDSIP without further liability or obligation.

14 Review of this Agreement

14.1 The Parties shall review the effectiveness of this Agreement having consideration to the Purposes. The Parties shall continue, amend, or terminate this Agreement depending on the outcome of such review.

The review will include:

- (a) assessing whether the purposes for which the Personal Data is being processed are still appropriate and necessary;
- (b) assessing whether the Personal Data (including special categories of Personal Data) provided by one or both Parties are still appropriate and necessary;
- (c) assessing whether the legal framework governing data quality, retention, and Data Subjects' rights are being complied with; and
- (d) assessing whether Personal Data Breaches involving the Personal Data provided under this Agreement have been handled in accordance with this Agreement and the applicable legal framework.

14.2 If during the term of this Agreement the Data Protection Laws change in a way that this Agreement is no longer adequate for the purpose of governing lawful data provision between the Parties, the Parties will negotiate in good faith to review this Agreement in the light of the new legislation.

15. Freedom of Information

It is recognised that maintained Schools are a public authority for the purposes of the Freedom of Information Act 2000 and may be required to disclose information about this Agreement, the services provided by BDSIP and the processing carried out under This Agreement. BDSIP agrees to provide any reasonable assistance to the School as is necessary to enable the School to comply with their obligations under the Freedom of Information Act 2000.

This Agreement shall be interpreted and applied in accordance with the laws of England and Wales and the Parties hereby submit to the exclusive jurisdiction in accordance with the laws of England and Wales.

IN WITNESS WHEREOF, this Agreement is entered into with effect from the date first set out below.

BARKING & DAGENHAM SCHOOL IMPROVEMENT PARTNERSHIP

Name: _____

Role: _____

Date: _____

[SCHOOL]

Name: _____

Role: _____

Date: _____