



**This Data Processing Agreement ("Agreement") forms part of the
Contract for Services & Terms and Conditions between:**

Data Controller [the "Customer"]

Organisation Name: _____

Registered address: _____

And

Data Processor ["the Supplier"]

Name: All Aboard Learning Limited

Registered address: 267 Banbury Road, Oxford, England, OX2 7HT

(together known as the "Parties")

It is agreed as follows:

(a) The Customer acts as a Data Controller.

(b) The Customer wishes to subcontract certain Services which imply the processing of Personal Data, to the Data Processor (the Supplier).

(c) The Parties seek to implement a Data Processing Agreement that complies with the requirements of the current legal framework (and any successor legislation) in relation to data processing and with the UK General Data Protection Regulation (Retained Regulation (EU) 2016/679) (UK GDPR) and the Data Protection Act 2018 (DPA).

(d) The Parties wish to lay down their rights and obligations.

1. Definitions and Interpretation

1.1 Unless otherwise defined herein, the following terms and expressions used in this Agreement shall have the following meaning:

Agreement	means this Data Processing Agreement and all Schedules
Customer Personal Data	means any Personal Data Processed by a Contracted Processor on behalf of the Customer pursuant to or in connection with the Contract for Services;

Contracted Processor	means a Processor under this Data Processing Agreement
Data Protection Laws	means UK Data Protection Laws and, to the extent applicable, the data protection or privacy laws of any other country;
UK Data Protection Laws	means UK General Data Protection Regulation (Retained Regulation (EU) 2016/679) (UK GDPR) and the Data Protection Act 2018 (DPA) and as amended, replaced or superseded from time to time, including by the UK GDPR and laws implementing or supplementing the UK GDPR.
UK GDPR	means United Kingdom General Data Protection Regulation (Retained Regulation (EU) 2016/679).
Data Transfer	means: <ul style="list-style-type: none"> • a transfer of Customer Personal Data from the Customer to a Contracted Processor; or • an onward transfer of Customer Personal Data from a Contracted Processor to a Sub-contracted Processor, or between two establishments of a Contracted Processor, in each case, where such transfer would be prohibited by Data Protection Laws (or by the terms of data transfer agreements put in place to address the data transfer restrictions of Data Protection Laws)
Services	means the relevant services the Supplier provides.
Sub-Processor	means any person appointed by or on behalf of Processor to process Personal Data on behalf of the Customer in connection with this Agreement.
Customer Processing Data Subject Personal Data Special Category Data Personal Data Breach Supervisory Authority	shall have the same meaning as in the UK GDPR, and their similar terms shall be construed accordingly.

2. Data Processing

2.1 The parties acknowledge that for the purposes of the Data Protection Laws, the Customer is the Data Controller and the Supplier is the Data Processor. Schedule 1 sets out the scope, nature and purpose of Processing by the Supplier, the duration of the Processing and the types of Personal Data and categories of Data Subject.

The Customer:

2.2 The Customer shall comply with all applicable requirements of the Data Protection Laws when Processing the Customer's Personal Data and ensure that it has any and all necessary appropriate consents and notices in place to enable lawful Transfer of the Personal Data to the Supplier for the duration and purposes of this Agreement.

The Supplier:

2.3 The Supplier shall, in relation to Personal Data processed in connection with the performance of its obligations under this agreement:

- a) process that Personal Data only on the written instructions of the Customer, including with regard to Transfers of Personal Data to a third country or an international organisation, unless required to do so by the laws of the United Kingdom applicable to the Supplier to process Personal Data (applicable Data Processing Laws). Where the Supplier is relying on laws of the United Kingdom as the basis for Processing Personal Data, the Supplier shall promptly notify the Customer of this legal requirement before Processing, unless that law prohibits such information on important grounds of public interest;
- b) ensure that persons authorised to process the Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
- c) take all measures required pursuant to Article 32 of the UK GDPR (security of processing), taking into account the state of the art, the costs of implementation and the nature, scope context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of Data Subjects. The Customer and the Supplier shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk;
- d) not engage another Processor without prior specific or general written authorisation of the Customer. In the case of general written authorisation, the Supplier shall inform the Customer of any intended changes concerning the addition or replacement of other Processors, giving the Customer the opportunity to object to such changes;
- e) where the supplier engages another Processor (Sub-Processor) for carrying out specific Processing activities on behalf of the Customer, the same data protection obligations as set out in this Data Processing Agreement or other legal act between the Customer and the Supplier, shall be imposed on that other Processor, by way of a contract or other legal act, in particular

providing sufficient guarantees to implement appropriate technical and organisational measures in such a manner that the processing will meet the requirements of the UK Data Protection Laws. Where that other Processor fails to fulfil its data protection obligations, the Supplier shall remain fully liable to the Customer for the performance of that other Processor's obligations;

- f) taking into account the nature of the Processing, the Supplier shall assist the Customer by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Customer's obligation to respond to requests for exercising the Data Subject's rights under the UK Data Protection Laws;
- g) assist the Customer (at the Customer's cost) in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the UK GDPR (security of processing; notification of a personal data breach to the Commissioner; communication of a personal data breach to the data subject; data protection impact assessment; prior consultation); taking into account the nature of the Processing and the information available to the Supplier;
- h) at the choice of the Customer, deletes or returns all the Personal Data to the Customer after the end of the provision of services relating to the Processing, and deletes existing copies, unless United Kingdom law requires storage of the Personal Data;
- i) make available to the Customer all information necessary to demonstrate compliance with the obligations laid down in Article 28 (Processor) of the UK GDPR and allow for and contribute to audits, including inspections, conducted by the Customer or another auditor mandated by the Customer.

The Supplier shall immediately inform the Customer if, in its opinion, an instruction infringes the UK GDPR or other United Kingdom law relating to data protection.

3. General Terms

Personal Data Breaches

3.1 In accordance with Article 33 of the UK GDPR, the Supplier shall notify the Customer without undue delay, after becoming aware of a Personal Data Breach affecting the Customer's Personal Data. Any notifications made to the Customer shall be addressed to the employee of the Customer whose contact details are provided when signing this Data Processing Agreement.

Liability and Indemnity

3.2 The Supplier indemnifies the Customer and holds the Customer harmless against all claims, actions, third party claims, losses, damages and expenses incurred by the Customer arising out of

a breach of this Data Processing Agreement and/or the UK Data Protection Laws by the Data Processor.

3.3 The Customer indemnifies the Supplier and holds the Supplier harmless against all claims, actions, third party claims, losses, damages and expenses incurred by the Processor arising out of a breach of this Data Processing Agreement and/or the UK Data Protection Law by the Customer.

3.4 In the event of any inconsistency between the provisions of this Data Processing Agreement and the provisions of the Service Agreement, the provisions of this Data Processing Agreement shall prevail.

Governing Law and Jurisdiction

This Agreement is governed by the laws of England and Wales (including disputes and claims).

Signatures

Data Controller ["the Customer"]

Organisation Name: _____

Organisation Address: _____

Organisation Representative: _____

Signature: _____

Date Signed: _____

Data Processor ["the Supplier"]

Company Name: All Aboard Learning Ltd

Company Address: 267 Banbury Road, Oxford, England, OX2 7HT

Company Representative: David Morgan

Title: Director, Data Protection Officer

Signature: _____

Date Signed: _____

Contact Us

For queries regarding this agreement, please contact our Data Protection Officer:

Email: datasecurity@allaboardlearning.com

Schedule 1

Subject Matter and Details of the Data Processing

Identity of the Customer and Processor	The Parties acknowledge that for the purposes of this Agreement, the Customer is the Data Controller and the Supplier (All Aboard Learning Limited) is the Data Processor.	
Subject matter of the Processing	The Processing is necessary to ensure the Supplier can effectively deliver the contract to provide educational technology services.	
Duration of the Processing and the return or destruction of Personal Data	The Personal Data shall be Processed by the Supplier for the Term of this agreement and will be anonymised or deleted 5 years after the Agreement expiring, unless a further retention period is required by law.	
Nature and purposes of the Processing	The Supplier may process Personal Data controlled by the Customer relating to students and employees as required to provide effective educational technology services.	
Type of Personal Data	Students	
	Identity data	<ul style="list-style-type: none"> ● First and last name ● Date of birth ● Dialect ● Gender ● Class name
	Product usage data	<ul style="list-style-type: none"> ● Session data (eg tasks completed) ● Assessment data (eg test scores)

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Employees									
Identity data	<ul style="list-style-type: none"> ● First and last name ● Class name 								
Contact data	<ul style="list-style-type: none"> ● Work email address 								
Type of Special Category Data	None								
Categories of Data Subject	<ul style="list-style-type: none"> ● Students ● Employees (eg Class Teachers/Administrators) 								
International Data Transfers	<p>The Supplier stores Personal Data outside the United Kingdom (UK). For more information see our Privacy Notice.</p> <p>By subscribing to the Supplier’s services, the Customer agrees to the Transfer of Personal Data outside the UK.</p> <p>The Supplier warrants that it shall only Transfer Customer data outside the UK, where the receiving country is in the European Economic Area; covered by UK ‘adequacy regulations’, or the ‘appropriate safeguards’ are in place.</p> <p>The ‘appropriate safeguards’ include:</p> <ul style="list-style-type: none"> ● International Data Transfer Agreements ● UK-US Data Bridge (extension to the EU-US Data Privacy Framework) ● Encryption ● Data subjects’ rights and protections under the UK GDPR are not undermined by the Transfer. ● A Data Transfer Risk Assessment has been completed by the Supplier (where required). 								