



## **Data Processing Agreement**

<b>Document Ref.</b>	<b>GDPR FORM 06-5</b>
<b>Version:</b>	<b>1.3</b>
<b>Dated:</b>	<b>01 November 2018</b>

## 1 Parties to the Agreement

The 'Data Controller':

Hereby referred to as the 'Data Controller'

The 'Data Processor':

123Comms Limited, Trading as ParentMail. Registered in England under # 04336436, of, Riding Court House, Riding Court Road, Datchet, Slough, SL3 9JT UK

## 2 Scope and Roles

- 2.1 This agreement applies to the processing of Personal Data, within the scope of the GDPR, by 123Comms Limited the 'Data Processor' on behalf of the 'Data Controller' named above.
- 2.2 For purposes of this agreement, the 'Data Controller' and 123Comms Limited agree that the 'Data Controller' is the controller of the Personal Data and 123Comms Limited is the Processor of such data.
- 2.3 These Terms do not apply where 123Comms Limited is a Controller of Personal Data.

## 3 Definitions

For the purposes of this Agreement, the following definitions shall apply:

Agreement	This data processing agreement
GDPR	means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of Personal Data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation)
Personal Data	means that data, meeting the definition of "personal data" as defined in Article 4 of the GDPR, that is provided by 'Data Controller' to 123Comms Limited in order to perform the processing as defined in Schedule 1 of this Agreement.
Sub-Processor	means a natural or legal person, public authority, agency or body other than the data subject, Controller and Processor who, under the

direct authority of the Processor, are authorised to process Personal Data for which 'Data Controller' is the Controller

Terms used but not defined in this Data Processing Agreement (e.g., "processing", "controller", "processor", "data subject") shall have the same meaning as in Article 4 of the GDPR.

#### **4 The Processing**

4.1 The subject matter, duration, nature and purpose of the Processing, and the types of Personal Data and categories of data subjects shall be as defined in Schedule 1 of this Agreement.

#### **5 Obligations and rights of the controller**

5.1 Taking into account the nature, scope, context and purposes of processing as well as the risks of varying likelihood and severity for the rights and freedoms of natural persons, the Controller shall implement appropriate technical and organisational measures to ensure and to be able to demonstrate that Processing is performed in accordance with the GDPR. Those measures shall be reviewed and updated where necessary.

5.2 Where proportionate in relation to Processing activities, the measures referred to in paragraph 5.1 shall include the implementation of appropriate data protection policies by the Controller.

5.3 The Controller shall implement appropriate technical and organisational measures for ensuring that, by default, only Personal Data which are necessary for each specific purpose of the Processing are processed. That obligation applies to the amount of Personal Data collected, the extent of their Processing, the period of their storage and their accessibility. In particular, such measures shall ensure that by default Personal Data are not made accessible without the individual's intervention to an indefinite number of natural persons.

#### **6 Obligations of the Processor**

6.1 The Processor shall:

6.1.1 process the Personal Data only on documented instructions from the Controller;

6.1.2 ensure that persons authorised to process the Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;

6.1.3 take all measures required pursuant to Article 32 of the GDPR, namely to implement appropriate technical and organisational measures to ensure a level of security

appropriate to the risk to the rights and freedoms of natural persons including, as a minimum, the measures set out in Schedule 2 of this Agreement;

- 6.1.4 respect the conditions referred to in paragraphs 2 and 4 of Article 28 of the GDPR for engaging another Processor, namely that the Processor may not engage another Processor (Sub-Processor) without the prior authorisation of the Controller. Those Sub-Processors that are authorised by the Controller at the date of this agreement are listed in Schedule 3. In cases where another Processor is engaged, the Sub-Processor must be subject to the same contractual terms as described in this Agreement;
- 6.1.5 assist the Controller by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Controller's obligation to respond to requests for exercising the data subject's rights laid down in Chapter III of the GDPR;
- 6.1.6 assist the Controller in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the GDPR, relating to security of Processing, Personal Data Breaches and data protection impact assessments;
- 6.1.7 at the choice of the Controller, delete or return all the Personal Data to the Controller after the end of the provision of services relating to Processing, and delete existing copies unless applicable law requires storage of the Personal Data;
- 6.1.8 make available to the Controller all information necessary to demonstrate compliance with the obligations laid down in Article 28 of the GDPR and allow for and contribute to audits, including inspections, conducted by the Controller or another auditor mandated by the Controller;

## **7 Duration and Applicable Law**


- 7.1 This Agreement shall continue in effect for so long as the Processor is processing Personal Data on behalf of the Controller.
- 7.2 This Agreement shall be governed by the laws of England and Wales and subject to the exclusive jurisdiction of the courts of England and Wales.
- 7.3 In the event of conflict between the terms of this DPA and the data protection clauses contained in the software licence agreement the terms of the DPA shall prevail.

## 8 Signatures

Signed for and on behalf of 'Data controller':

<b>Signature</b>	
<b>Name</b>	
<b>Title</b>	
<b>Date</b>	

Signed for and on behalf of 123Comms Limited (ParentMail);

<b>Signature</b>	
<b>Name</b>	Mr. Alex Joyce
<b>Title</b>	Managing Director
<b>Date</b>	25th May 2018

**SCHEDULE 1 – Description of the Processing**

<b>Subject matter and duration of the Processing</b>	123comms provides a communication and payment processing platform for nursery's, clubs and schools for use by registered parents or carers. Services are provided under annual or multi-year contracts agreed in advance.
<b>Nature and purpose of the Processing</b>	123Comms uses parent and child details as detailed below to enable personalised communication and payment services for parents/carers.
<b>Type of Personal Data and categories of data subjects</b>	Please see the table below for details;

Student data	Parent Data	Staff data	Catering data	Payment data
Forename Surname UPN (Reference) Year Group Reg Group Gender DOB	Relationship Title Forename Surname Gender* DOB* Email Mobile Address	Title Forename Surname Gender* DOB Email Mobile	Meal purchased Cost Nutritional info Date of purchase FSM entitlement	Amount paid Item purchased Purchase method Sale or Refund Order number Purchaser ID

\*Note; These items are scheduled to be removed from our database as there recent updates render these obsolete. This document will be updated once this removal occurs.

## **SCHEDULE 2 – Technical and Organisational Measures**

The following security measures shall be implemented by the Processor, as a minimum:

- Data encryption in transit
- Data encryption at rest
- Role-based access control
- Multi-factor authentication
- Regular backups
- Monthly 3<sup>rd</sup> party vulnerability scanning
- Intrusion detection system
- Intrusion prevention system
- Firewall protection
- Anti-virus on all 123Comms computers and laptops
- Business continuity plan

**SCHEDULE 3 – Sub-Processors**

As at the date of this agreement, the following Sub-Processors have been notified by the Processor to the Controller with respect to the Processing:

O2 UK Limited	SMS delivery services
AQ Limited	SMS delivery services
Amazon Web Services	Email delivery services
Rackspace Limited	Hosting and internet services
Pay360 Limited	Card processing services
PayPal UK Limited	Payment processing services
Salesforce Inc.	Customer CRM systems (no parent/pupil data records)