

# Classlist Data Protection Agreement

## 1. BACKGROUND

- St Peter's Preparatory School/PTA ("the Customer") is processing personal data in connection with the development of the school / parent community. The Customer has engaged Intrepid Ant trading as Classlist ("Classlist") to process personal data on the Customer's behalf. The Customer is a data controller and Classlist is a data processor.
- As part of Classlist's service parents are required to agree to Classlist's Terms and Conditions (the "Classlist T&Cs") and are provided with the Privacy Notice (the "Classlist Privacy Notice"). Classlist's T&Cs are entered into with parents by Classlist acting on behalf of the Customer. Classlist T&Cs and the Classlist Privacy Notice have been drafted in order to be fully compliant with existing UK data processing law and also to comply with new legislation which is expected to become effective from May 2018.
- The Customer acknowledges and agrees that:
  - i. Classlist is entitled to enter into the Classlist T&Cs with
  - ii. parents on behalf of the Customer and to enforce Classlist
  - iii. T&Cs on behalf of the Customer; and
  - iv. Classlist is entitled to provide the Classlist platform, and
  - v. process personal data, in both cases on behalf of the Customer, in accordance with Classlist T&Cs and the Classlist Privacy Notice.
- Both parties shall comply with their obligations under Data Protection Law, which for the purposes of this agreement is defined as (a) the Data Protection Act 1998 (for so long as, and to the extent that, it is in force), the General Data Protection Regulation (the "GDPR") (from 25 May 2018), any other applicable law concerning data protection, privacy or confidentiality and any subordinate or related legislation; (b) any replacement to, or amendment of, any of the foregoing; and (c) any other applicable laws concerning data protection, confidentiality or privacy which may come into force from time to time.
- This agreement applies to any personal data (as defined under Data Protection Law) processed under or in connection with this agreement, or otherwise processed by Classlist on behalf of the Customer, and any reference to "the personal data" in this agreement shall be construed accordingly.

## 2. FURTHER INFORMATION ON PROCESSING

<b>Subject matter and duration of the processing</b>	Classlist shall process personal data on behalf of the School or the PTA (as the case may be) on school parents and their families in order to facilitate contact between parents, organisation of events, collection of funds, trading of free and paid items and other activities which help strengthen the parent community. Data will ordinarily be retained for three years after the parent's child leaves the school, but may be subject to shorter retention periods (for example, if a parent requests that their account should be deleted). The processing shall last for so long as Classlist are engaged by the Customer to provide the Classlist platform. Classlist shall, at the request of the Customer, provide a copy of the personal data (or any part of the personal data) to the Customer, unless that personal data has already been deleted.
<b>Nature and purpose of the processing</b>	The nature of the processing is as described under "subject matter" of processing above. The purpose of the processing is the provision of the Classlist platform.
<b>Type of personal data and categories of data subject</b>	Data to be processed consists of parent names, photos and contact details; child name(s); child class(es); and on occasion names of other relevant family or household members or other carers. Names and contact data for school staff may also be processed. Parents may also themselves post material directly to the site. Data subjects are parents, children, other family members, school staff, and representatives of the PTA and any other individual identifiable from anything that a parent has posted.
<b>Obligations and rights of the Customer</b>	As set out in this agreement.

### **3. STANDARD OF PROCESSING**

- The Customer is satisfied that Classlist has sufficient expert knowledge, reliability and resources to implement appropriate technical and organisational measures in such a manner that the processing will meet the requirements of Data Protection Law.
- In this regard it is noted that Classlist has:
  - i. been accredited under an approved UK certification mechanism namely the UK Government /IASME Whole Company Cyber-Essentials Scheme; and
  - ii. provides training to its staff on compliance with Data Protection Law.

### **4. CONDITIONS FOR PROCESSING**

- Classlist shall process the personal data only on documented instructions from the Customer, including with regard to transfers of personal data to a third country, a country outside of the EEA, or an international organisation, unless required to do so by applicable law to which Classlist is subject; in such a case, Classlist shall inform the Customer of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest. For the avoidance of doubt, this agreement, Classlist T&Cs and the Classlist Privacy Notice shall constitute written instructions for the purpose of this sub- clause.
- Classlist shall ensure that persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.
- Classlist shall take all measures required pursuant to Article 32 of the GDPR.
- Without limit to the generality of clause 4.c., 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 natural persons, Classlist shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, including inter alia as appropriate:
  - i. the pseudonymisation and encryption of personal data;
  - ii. the ability to ensure the ongoing confidentiality, integrity,
  - iii. availability and resilience of processing systems and
  - iv. services;
  - v. the ability to restore the availability and access to personal
  - vi. data in a timely manner in the event of a physical or
  - vii. technical incident; and
  - viii. a process for regularly testing, assessing and evaluating the
  - ix. effectiveness of technical and organisational measures for ensuring the security of the processing.

- Classlist shall, having regard to the state of technological development and the cost of implementing any measures, take appropriate technical and organisational measures against the unauthorised or unlawful processing of personal data and against the accidental loss or destruction of, or damage to, personal data to ensure a level of security appropriate to the harm that might result from such unauthorised or unlawful processing or accidental loss, destruction or damage; and the nature of the personal data to be protected. Classlist shall take reasonable steps to ensure compliance with those measures.
- Where Classlist engages another data processor for carrying out specific processing activities on behalf of the Customer, the same data protection obligations as set out in this agreement shall be imposed on that other Customer by way of a contract or other legal act under applicable law, 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 GDPR. Where that other data processor fails to fulfil its data protection obligations, Classlist shall remain fully liable to the Customer for the performance of that other data processor's obligations.
- Taking into account the nature of the processing, Classlist 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 laid down in Chapter III of the GDPR.
- Classlist shall assist the Customer in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the GDPR taking into account the nature of processing and the information available to Classlist.
- At the choice of the Customer, Classlist shall delete or return all the personal data to the Customer after the end of the provision of services relating to processing, and delete existing copies unless applicable law requires storage of the personal data.
- Classlist shall make available to the Customer all information necessary to demonstrate compliance with the obligations laid down in the GDPR and allow for and contribute to audits, including inspections, conducted by the Customer or another auditor mandated by the Customer.
- Classlist shall ensure that all employees:
  - i. are informed of the confidential nature of the personal data;
  - ii. have undertaken training in the laws relating to handling personal data; and
  - iii. are aware both of Classlist's duties and their personal duties and obligations under such laws and this agreement.
- Classlist shall take reasonable steps to ensure the reliability of any of its employees who have access to the personal data.

## 5. LEGAL OBLIGATIONS

- Nothing in this agreement shall prevent either party from complying with any legal obligation imposed by a regulator or court. Both parties shall however, where possible, discuss together the appropriate response to any request from a regulator or court for disclosure of information.
- If the parties jointly determine the purposes and means of processing they shall be joint controllers. In such circumstances each party shall be responsible for its own compliance with Data Protection Law save as follows:
  - i. The Customer shall be responsible for any response to a data subject where that data subject exercises any of their rights under Data Protection Law; and
  - ii. The provisions of clause 6.c below shall apply in respect of the duty to provide information under Articles 13 and 14 of the GDPR.
- The Customer shall ensure that it is referred to by its correct legal title in any communication made using, on, or through, the Classlist platform (including on the registration pages). For example, if the data controller is "Yellowacre School" then it must be referred to as such rather than "Friends of Yellowacre School". The Customer shall inform Classlist of the Customer's correct legal title to ensure that it is correctly referred to on the registration pages.

## 6. OBLIGATIONS ON THE CUSTOMER

- The Customer acknowledges and agrees that Classlist's obligations under this agreement apply to the processing of personal data through the Classlist platform only.
- The Customer shall be responsible for compliance with Data Protection Law in respect of any processing of personal data outside of the Classlist platform.
- Without limit to the generality of clause 6.b., the Customer shall ensure that it has provided a privacy notice to data subjects which complies with the requirements of Data Protection Law, save that the Customer has no obligation to provide a privacy notice to data subjects to the extent that the obligation has been met by the Classlist Privacy Notice.
- The Customer shall provide the following information to parents at least two weeks prior to the Customer entering the personal data into the Classlist platform:

*[name of school or PTA] is introducing a new system called Classlist to enable parents to communicate easily with each other. Classlist's system offers high levels of security and privacy, and is designed to comply fully with new data protection regulations. You will shortly receive an email invitation, and can then decide whether to join and what data you would like to share. If you don't wish to receive this invitation please let us know within 10 days of receipt of this notice. More information is available at [www.classlist.com](http://www.classlist.com) including the Privacy Notice, which explains how personal information is managed and protected. You can also join your school's Classlist immediately [here](#).*

*Please be aware that for reasons of convenience and security we will also be switching to Classlist's email system as our main way of contacting you about matters relating to the parent community. This is technical change and will not otherwise affect how we use your personal data. It will apply to all parents including those who decide not to join Classlist.*

- For the avoidance of doubt, any Class Rep or Classlist Ambassador is acting under the authority of the Customer rather than Classlist, and Classlist's obligations set out in clause 4.b shall not apply in respect of Class Reps or Classlist Ambassadors.
- The Customer (and the individual who enters into this agreement on behalf of the Customer) warrants and undertakes that the Customer is a data controller (as defined under Data Protection Law) of the personal data.
- The Customer must ensure that the procedures, requirements and guidelines set out in the document entitled "Classlist Procedure for Inviting, Registering and Validating Members" have been followed.

## **7. SUB-CONTRACTING**

a. The Customer hereby gives general written authorization for Classlist to engage another data processor as sub-contractor providing Classlist shall inform the Customer of any intended changes concerning the addition or replacement of other data processors, thereby giving the Customer the opportunity to object to such changes.

## **8. DURATION**

a. This Agreement shall continue in full force and effect for so long as Classlist is processing personal data on behalf of the Customer.

## **9. GOVERNING LAW**

a. This agreement and any dispute or claim (including non- contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.