MAT-GROUPCALL GDPR DATA PROCESSING ADDENDUM

Between

Groupcall Limited (company number 04343112), Commerce House, 1 Raven Road, South Woodford, London E18 1HB (**Groupcall**); and

The Multi Academy Trust named in the Schedule (**MAT**).

Background

The School and/or the MAT is the owner and/or data controller of certain data (**School Data**) and agrees that Groupcall may process that data on the terms of this Agreement.

1 The School and/or the MAT shall own the School Data and shall have sole responsibility for the legality, reliability, integrity, accuracy backing up and quality of the School Data.

2 Both parties will comply with all applicable requirements of the Data Protection Legislation. This Agreement is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation. Capitalised words which are defined in the Data Protection Legislation have the same meaning in this Agreement.

3 The parties acknowledge that for the purposes of the Data Protection Legislation, the School and/or the MAT is the Data Controller and Groupcall is the Data Processor of the School Data. The Schedule sets out the scope, nature and purpose of processing by Groupcall, the duration of the processing and the types of personal data and categories of Data Subject. In addition, the MAT consents to the appointment of Groupcall as its sub-processor in relation to the processing of School Data.

4 Without prejudice to the generality of clause 2, the MAT will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to Groupcall for the duration and purposes of this Contract and has entered into appropriate data sharing agreements and the MAT shall, whenever requested by Groupcall provide copies of all agreements and consents to Groupcall such that Groupcall can satisfy itself as to these consents (provided always that it shall be MAT's sole responsibility to ensure that it has all necessary consents).

5 Without prejudice to the generality of clause 2, Groupcall shall, in relation to any Personal Data processed in connection with the performance by Groupcall of its obligations under this Agreement:

5.1 process that Personal Data only on the written instructions of the MAT and any Data Controller in relation to the Personal Data unless Groupcall is required by the laws of the United Kingdom, any member of the European Union or by the laws of the European Union applicable to Groupcall to process Personal Data (**Applicable**

Laws). Where Groupcall is relying on laws of the United Kingdom, a member of the European Union or European Union law as the basis for processing Personal Data, Groupcall shall promptly notify the MAT of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit Groupcall from so notifying the MAT;

5.2 ensure that it has in place appropriate technical and organisational measures, reviewed by the MAT if the MAT elects, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

5.3 ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and

5.4 assist the MAT and any Data Controller of the Personal Data, at the MAT's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

5.5 at the written direction of the MAT or the relevant Data Controller, delete or return Personal Data and copies thereof to the MAT or the Data Controller on termination of the Agreement unless required by Applicable Laws to store the Personal Data;

5.6 notify the MAT without undue delay on becoming aware of a Personal Data breach who must then notify the relevant Data Controller;

5.7 maintain complete and accurate records and information to demonstrate its compliance with this Agreement;

5.8 not transfer any Personal Data outside of the European Economic Area unless:

5.8.1 this is at the request of the School (for example but not limited to a request for the delivery of Personal Data to a person or a server situated outside the European Economic Area); or

5.8.2 the prior written consent of the School has been obtained; or

5.8.3 the transfer is permitted by Chapter V of the GDPR or other provisions of Applicable Laws.

5.8.4 assist the MAT and any Data Controller in carrying out data protection impact assessments and consulting with relevant supervisory authorities where such assessments and/or consultations are required pursuant to the Data Protection Legislation, provided that the scope of such assistance shall be agreed by the parties in advance.

5.9 The MAT does not consent to Groupcall appointing any third-party processor of Personal Data under this Agreement.

5.10 The MAT shall indemnify and hold Groupcall harmless from and against any and all losses and damages to the extent arising from or related to School Data (except to the extent that any such claim, demand or action arose out of or is in connection with Groupcall's intentional misuse of, infringement of, or gross negligence or wilful misconduct in relation to School Data).

5.11 The parties shall co-operate with each other to demonstrate compliance with this clause Agreement and allow for and contribute to audits, including inspections conducted by or on behalf of the MAT or a relevant Data Controller.

5.12 This Agreement will remain in full force and effect so long as Groupcall retains any School Data. Any provision of this Agreement that expressly or by implication should come into or continue in force on or after termination in order to protect Personal Data will remain in full force and effect.

In this Agreement, **Data Protection Legislation** means (i) the Data Protection Act 1998 while it is force; (ii) unless and until the GDPR is no longer directly applicable in the UK, the GDPR; (iii) any successor legislation to the GDPR or the Data Protection Act 1998. **School** means the school or schools in respect of which (i) the MAT processes Personal Data and (ii) which Groupcall also processes that data on the instructions of the MAT.

SCHEDULE

Note: the tables below set out the relevant processing on a product by product basis and so only those products which the MAT/ and or its Schools uses will be relevant

Product	**Parental Engagement – Messenger eco system inc:** **- Messenger** **- Parents Evening Booking System (third party)** **- Forms (SchoolWorkSpace) (third party)** **- Homework (SchoolWorkSpace) (third party)** **- Pay Our School (Way2Pay) (third party)** **- Xpressions app for parents**
PROCESSING BY GROUPCALL	
SCOPE	STUDENTS, STAFF, PARENTS PERSONAL AND CONTACT DETAILS
NATURE	STATUTORY COMMUNICATIONS ON EDUCATION, PAYMENTS, HOMEWORK ETC
PURPOSE OF PROCESSING	TO PROVIDE A COMMUNICATIONS SERVICE BETWEEN SCHOOL AND HOME
DURATION OF THE PROCESSING	SCHEDULED EACH DAY FOR AS LONG AS THE SCHOOL IS A CUSTOMER
TYPES OF PERSONAL DATA	NAMES, CONTACT DETAILS, ATTENDANCE MARKS, DETENTIONS, PAYMENT INFORMATION, HOMEWORK ASSIGNED
CATEGORIES OF DATA SUBJECT	

PRODUCT	Teacher Workload - Emerge desktop - Groupcall Analytics
PROCESSING BY GROUPCALL	
SCOPE	STUDENTS (PLUS BASIC STAFF)
NATURE	TEACHER INTERFACE TO SCHOOL AND STUDENT DATA
PURPOSE OF PROCESSING	TO PROVIDE AN INTERFACE TO DATA STORED IN THE SCHOOL, AND ANALYTICS ON THIS
DURATION OF THE PROCESSING	SCHEDULED EACH DAY FOR AS LONG AS THE SCHOOL IS A CUSTOMER
TYPES OF PERSONAL DATA	NAMES, CONTACT DETAILS, ATTENDANCE MARKS, CONDUCT RECORDS, ASSESSMENT RECORDS, TIMETABLES
CATEGORIES OF DATA SUBJECT	

PRODUCT	Groupcall Analytics - Anayltics - XoD inc Xporter and Enterprise - xVault data aggregation
PROCESSING BY GROUPCALL	
	DUE TO THE NATURE OF THESE PRODUCTS, THE DATA PROCESSED MAY DIFFER DEPENDING ON THE EXISTING DATA SHARING AGREEMENT IN PLACE BETWEEN THE DATA CONTROLLER AND THE

	ORGANISATION THAT HAS SUBCONTRACTED GROUPCALL TO PROCESS SAID COLLECTED DATA ON THEIR BEHALF. THE STATEMENTS BELOW OUTLINE THE DATA WHICH MAY BE PROCESSED AND THE TERMS BY WHICH IT MAY BE RETAINED WHERE SUCH RETENTION IS IN CONTROL OF THE CUSTOMER.
SCOPE	STUDENTS, STAFF, PARENTAL CONTACTS, ASSESSMENT, BEHAVIOUR AND ATTENDANCE DATA
NATURE	DATA ANALYTICS AND SAFEGUARDING FOR STUDENTS ACROSS MULTIPLE SCHOOLS
PURPOSE OF PROCESSING	ANALYTICAL DATA SERVICES FOR ORGANISATIONS AIMING TO IMPROVE OUTCOMES FOR STUDENTS BY PROVIDING INSIGHT BASED ON AGGREGATED INFORMATION FROM SCHOOLS
DURATION OF THE PROCESSING	DURATION OF THE CONTRACT THE ORGANISATION HAS WITH ITS SCHOOLS
TYPES OF PERSONAL DATA	STUDENT DEMOGRAPHICS, FUNDING INDICATORS, RELIGION, ETHNICITY, ATTENDANCE, ATTAINMENT, CONDUCT, STAFF EMPLOYMENT RECORD INCLUDING DATE OF BIRTH, GENDER
CATEGORIES OF DATA SUBJECT	

Name and address of MAT:

Signed by: [Name of MAT] **……**

Print name:

Position:

Date:

Signed by: Groupcall Limited **……**

Print name:

Position:

Date: