Classlist Data Processing Agreement

1. BACKGROUND

a. The School/PTA ("the Customer") is processing personal data in connection with the development of the school / parent community. The Customer has engaged Intrepid Ant Limited 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.

b. 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 UK data protection legislation.

c. The Customer acknowledges and agrees that:

    I.   Classlist is entitled to enter into the Classlist T&Cs with parents on behalf of the Customer and to enforce Classlist T&Cs on behalf of the Customer; and

    II.   Classlist is entitled to provide the Classlist platform, and process personal data, in both cases on behalf of the Customer, in accordance with Classlist T&Cs and the Classlist Privacy Notice.

d. 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 2018, the General Data Protection Regulation (Regulation (EU) 2016/679) (the "EU GDPR"), the EU GDPR as transposed into UK law (including by the Data Protection Act 2018 and the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019) (the "UK GDPR"), 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.

e. 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

Subject matter and duration of the processing	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.
Nature and purpose of the processing	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.
Type of personal data and categories of data subject	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.
Obligations and rights of the Customer	As set out in this agreement.

3. STANDARD OF PROCESSING

a. 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.

b. 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

a. Classlist shall process the personal data only on documented instructions from the Customer, including with regard to transfers of personal data to a third party, a country outside of the UK, 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 subclause.

b. The Customer hereby authorises Classlist to make the following transfers of personal data:

i. Classlist may transfer personal data to its third party processors in the jurisdictions identified in the Classlist Sub Processor list (found at https://dataprotection.classlist.com/resources.html) and may permit its third party processors to make such transfers, providing that such transfers must be protected by any appropriate safeguards identified therein; and

ii. Classlist may transfer the personal data to a country, a territory or sector to the extent that the competent data protection authorities have decided that the country, territory or sector ensures an adequate level of protection for personal data.

c. 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.

d. Classlist shall take all measures required pursuant to Article 32 of the UK GDPR and EU GDPR.

e. 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, availability and resilience of processing systems and services;

  iii. the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident; and

  iv. a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing.

f. 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.

g. Classlist must not engage any third party to process personal data without the prior specific or general written authorisation of the Customer. The Customer acknowledges and agrees that Classlist is generally authorised to engage third-party sub-processors in connection with its processing in accordance with paragraphs 4 (g) and (h). Where Classlist engages another data processor for carrying out specific processing activities on behalf of the Customer, materially equivalent data protection obligations as set out in this agreement shall be imposed on that other data processor 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 Data Protection Law. 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.

h. Classlist is hereby authorised by the Customer to engage, as sub-processors with respect to the personal data, the third parties currently identified in the Classlist Sub Processor list (found at

https://dataprotection.classlist.com/resources.html). Classlist may update such list from time to time and the Customer may subscribe (by signing up to the relevant notification service at https://www.classlist.com/sub-processor-notifications) to receive notification of any such impending changes to the list. Classlist will not implement such changes prior to the expiry of 14 days from the date Classlist sends the notification. If the Customer objects to any such changes before the expiry of 14 days, then the parties will discuss the objection and attempt to agree a mutually acceptable resolution in good faith. For clarity, Classlist will not be obliged to notify the Customer if it does not sign up to the notification service.

i. 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 the Data Protection Law.

j. Classlist shall assist the Customer in ensuring compliance with the obligations relating to the security of processing of personal data, the notification of personal data breaches to the supervisory authority, the communication of personal data breaches to the data subject, data protection impact assessments and prior consultation in relation to high-risk processing under the Data Protection Law. Classlist may charge the Customer at its standard time-based charging rates for any work performed by Classlist at the request of the Customer pursuant to this clause 4j.

k. Classlist must notify the Customer of any personal data breach affecting the personal data without undue delay, and, in any case, not later than 72 hours after Classlist becomes aware of the breach.

l. 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.

m. Classlist shall make available to the Customer all information necessary to demonstrate compliance with the obligations laid down in the Data Protection Law and allow for and contribute to audits, including inspections, conducted by the Customer or another auditor mandated by the Customer.

n. 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.

o. Classlist shall take reasonable steps to ensure the reliability of any of its employees who have access to the personal data.

5. LEGAL OBLIGATIONS

a. 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.

b. 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 UK GDPR and EU GDPR.

c. 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.

d. If any changes or prospective changes to the Data Protection Law result or will result in one or both parties not complying with the Data Protection Law in relation to processing of personal data, then the parties shall use their best endeavours promptly to agree such variations to this agreement as may be necessary to remedy such non-compliance.

6. OBLIGATIONS ON THE CUSTOMER

a. The Customer acknowledges and agrees that Classlist's obligations under this agreement apply to the processing of personal data through the Classlist Platform only.

b. The Customer shall be responsible for compliance with Data Protection Law in respect of any processing of personal data outside of the Classlist platform.

c. 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.

d. The Customer shall provide the following information to parents in advance of 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 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 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.

e. 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.

f. 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.

g. 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. 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.

8. 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.