Inspirar Business Support Ltd

and

Warriors Rugby Club

Data Sharing Agreement

Product: Website with Inspirar Business Support Ltd Plugins and Parent App

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Parties:

Inspirar Business Support Ltd (company number 07577582) whose registered office is at Suite 3 Somerset House Low Moor Lane, Knaresborough, United Kingdom, HG5 9JB, Inspirar Business Support Ltd also trades under the name 'Smart School Websites' ("we" or "us");

(1) WARRIORS RUGBY CLUB ("you" or "your");

Background

(A) We provide education services to you through a school website with our suite of plugins and our parent app.

(B) To enable the provision of the website to your visitors – students, staff members, parents (together the "**Website Visitors**"), your staff users of the website ("**Users**") and your parents who receive and access information and updates via our school app ("**Parent App Users**") you wish us to and to process Data on your behalf, on the terms set out in this agreement.

(C) This agreement is drafted to reflect the requirements of the GDPR (insofar as they are currently understood at April 2018) as well as the DPA. Insofar as the DPA and the GDPR apply to each party's Processing, each party will be responsible for compliance with the DPA up to 24 May 2018, and after that, for compliance with the GDPR.

(D) In consideration of the mutual benefits of good data protection standards, and the payments to be made pursuant to the original Contract, the parties hereby agree as follows.

1. **Definitions**

1.1. The following definitions apply in this agreement:

"Additional Data"	means any Personal Data supplied by you, or supplied by and/or generated by your Users, in addition to User Data.
"Confidential Information"	means all confidential information (however recorded or preserved) disclosed or made available, directly or indirectly, by a party or its Representatives to the other party (or its Representatives) including but not limited to: (a) any information relating to: (i) the business, affairs or intentions of the disclosing party;

(ii) the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing party;

(iii) the customer, clients, suppliers, students or staff members of the disclosing party; and

(iv) any information or analysis derived from the Confidential Information

but not including any information that:

(b) is or becomes generally available to the public (other than as a result of its disclosure by the receiving party or its Representatives in breach of this agreement);or

(c) was, is or becomes available to the receiving party on a non-confidential basis prior to disclosure by the disclosing party; or

(d) was lawfully in the possession of the receiving party before the information was disclosed to it by the disclosing party; or

(e) the parties agree in writing is not confidential or may be disclosed.

"Data Controller" or "Controller"	has the meaning given to it in Data Protection Legislation.
"Data Extractor"	has the meaning given to it in clause 3.1.
"Data Processor" or "Processor"	has the meaning given to it in Data Protection Legislation.
"Data Protection Legislation"	means the DPA, the GDPR and all applicable laws and regulations relating to Processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner or other applicable regulatory authority, and any legislation or regulations superseding or varying that legislation or those regulations from time to time.
"Data Subject"	has the meaning given to it in Data Protection Legislation.
"Data"	means User Data, Additional Data and Website Visitor Data.
"DPA"	means the Data Protection Act 1998.
"European Law"	means European Union or European Member State law (as referred to in the GDPR) or such other law as may be designated in its place when England (whether with Scotland, Wales and/or North Ireland or not), leaves the European Union.

"GDPR"	means the General Data Protection Regulation (Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016).
"Personal Data"	has the meaning given to it in Data Protection Legislation.
"Process"	has the meaning given to it in Data Protection Legislation, and "Processing" and "Processed" shall be construed accordingly.
"Representatives"	means a party's employees, agents, contractors, officers, representatives or advisers.
"Restricted Country"	means any third country or international organisation as described in the GDPR (but excluding any of England, Scotland, Wales and Northern Ireland, if they leave the European Union).
"User Data or Users"	has the meaning given to it in clause 2.1.
“Website Visitor Data”	has the meaning given to it in clause 2.2.
“Website Visitors”	means any person visiting your website
“Main Point of Contact”	means the person or people within your establishment that we deal with regards to the website.
“Contract”	The original contract you signed when our partnership began
“Website Plugin”	A set of tools we have created and installed into your website to allow creation of event but more pertinently bespoke contact forms. Further explained in clause 2.3
“Parent App”	The parent app we have developed that works with your website.
“Parent App Users”	The parent users of our parent app. These users may be parents or guardians but will be referred to from hereon in as “parents”. Further explained in clause 2.2

2. **Nature of Data Collected**

2.1. Upon setting up the website we may ask for a list of staff user data in order to create staff user accounts on the website. As set out in Schedule 1 (User Data) in respect of each user (the "**User Data**") This is limited to name, email address and preferred user name. In some cases we might generate generic email addresses to allow accounts to be set up.

2.2. When setting up the parent app users you can chose for this to be a manual process where the parent creates their own username and password. If the parent app users are to be generated and linked to the SIMS MIS; we run a report on the local MIS that pulls out the data as set out in Schedule 1 (Parent App User Data). We then add 2 extra fields to this data – a unique ID and a PIN which is emailed back to the Main Point of Contact to allow a mail merge to be printed allowing your parents to login to the parent app with a unique ID and PIN which guarantees they are accessing the correct information.

2.3. Website visitors and parent app users can submit personal data via your website and parent app through forms created with our website plugin. These data fields can be unique to you but can include, but not limited to, the following fields; name, address, email address, telephone and mobile phone numbers. This data can be emailed directly to a physical email address held by one of your employees if this option is chosen on the form.

2.4. Website Visitors and Parent App Users can submit data via forms created in our Website Plugin and this data is saved to a database and accessible in the website admin area, which we have administrative access, as well as direct access to the database on our server.

3. **Process of Sharing Data**

3.1. The primary method by which you will share User Data with us is via the website which we have administrator rights to. We ask that staff user data as mentioned in clause 2.1 is emailed to us.

3.2. The Website Visitor and Parent App User submitted data will not be passed directly to us, however, it will be accessibly by us as it is stored in a database and presented in the website admin area. We can access this data and amend, delete etc. as appropriate only when instructed by you.

3.3. We will not check any of the Data you provide. It is your responsibility to check all Data and ensure that it is accurate and, where necessary, kept up-to-date.

3.4. You shall:

3.6.1. in respect of the Data, ensure that your privacy notices are clear and provide sufficient information to the Users and Website Visitors for them to understand what of their Personal Data you are sharing with us, the circumstances in which it will be shared, the purposes for the data sharing, the features of any analytics you use.

3.6.2. comply with all applicable Data Protection Legislation in relation to the Data with respect to which you are a Data Controller.

4. **Purpose of Collection and Sharing Data**

4.1. The User Data is shared by you with us so that we can continue to administer the website.

4.2. We do not use the Website Visitor Data in anyway whatsoever. The User Data is used to create user accounts on the website

4.3. The Parent App User Data is used to create Parent App Users so they can access information within the Parent App.

4.4. We use the Main Point Of Contact data to send you updates about your website or to send you information about complementary products that may be of interest to you.

4.5. The Data will not be shared with or sold to any third party save as is permitted or required by law or is necessary for the provision of the website as outlined in this agreement. When information is shared we will ensure such sharing is necessary and proportionate for the purpose for which the information is shared.

5. **Data Protection Conditions**

5.1. Subject to clause 5.5, where Personal Data are Processed in connection with the exercise of each of our rights and obligations under this agreement, we each acknowledge that you are the Controller and that we are the Processor.

5.2. Details of the Processing we carry out on your behalf under this agreement are set out at Part 1 of Schedule 2 (Details of Data Processing) and details of each of our responsibilities for Processing are set out at Part 2 of Schedule 2 (Details of Data Processing). We each agree to update Schedule 2 (Details of Data Processing) as necessary during the term of this agreement to reflect any changes in Processing. Each updated version of Schedule 2 (Details of Data Processing) shall form part of this agreement.

5.3. We shall:

5.3.1. Process the Personal Data only in accordance with documented instructions from you. Those instructions include to perform our obligations under this agreement, and not to transfer Personal Data to a Restricted Country, unless required to do so by European Law to which we are subject; in such a case, we shall inform you of that legal requirement before Processing, unless that European Law prohibits such information on important grounds of public interest;

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

5.3.3. take all measures required pursuant to Article 32 GDPR;

5.3.4. comply with the following conditions for engaging another Processor (a "**Sub-Processor**"):

5.3.4.1. we shall not engage a Sub-Processor without your prior specific or general written authorisation. In the case of

general written authorisation, we shall inform you of any intended changes concerning the addition or replacement of Sub-Processors, thereby giving you the opportunity to object to such changes; and

5.3.4.2. where we engage a Sub-Processor for carrying out specific Processing activities on your behalf, the same data protection obligations as set out in this agreement and in Data Protection Legislation shall be imposed on that Sub-Processor by way of a contract (if not directly imposed by Data Protection Legislation), in particular providing sufficient guarantees to implement appropriate technical and organisational measures in such a manner that the Processing will meet the requirements of Data Protection Legislation. Where that Sub-Processor fails to fulfil its data protection obligations, we shall remain fully liable to you for the performance of that Sub-Processor's obligations;

5.3.5. taking into account the nature of the Processing, assist you by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of your obligation to respond to requests for exercising the Data Subject's rights laid down in Chapter III of the GDPR;

5.3.6. assist you in ensuring compliance with the obligations pursuant to Articles 32 to 36 GDPR taking into account the nature of Processing and the information available to us;

5.3.7. at your choice, delete or return all the Personal Data to you after the end of the provision of services relating to Processing, and delete existing copies unless European Law requires storage of the Personal Data;

5.3.8. make available to you all information necessary to demonstrate compliance with the obligations laid down in Article 28 GDPR and allow for and contribute to audits, including inspections, conducted by you or another auditor mandated by you, and shall immediately inform you if, in our opinion, an instruction infringes the GDPR, other Data Protection Legislation or other data protection provisions in European Law; and

5.3.9. procure that any person acting under our authority who has access to Personal Data, shall not Process the Personal Data except on instructions from you, unless required to do so by European Law.

5.4. In the event that there is a change in applicable Data Protection Legislation in England during the term of this agreement, and/or, if applicable, there is a change during the term of this agreement in the available mechanisms used to transfer Personal data to a Restricted Country, we each agree to take such reasonable and appropriate steps and to negotiate in good faith such variation to this clause 5 and corresponding definitions and any other affected clauses and Schedules during the term of the agreement if variation is required to ensure our ongoing compliance with applicable Data Protection Legislation.

5.5. We shall act as Controller in respect of your contact details which we Process for the purpose of account management and direct marketing and our Processing of Personal Data for statistical purposes in order to improve our websites. Each of us shall, as a Controller, be responsible for observing our respective obligations under Data Protection Legislation which arise under or in connection with our respective

Processing. We shall be in no way responsible for your Processing as Controller under this agreement and you shall be in no way responsible for our Processing as Controller for account management and product improvement.

6. **Roles and Responsibilities**

6.1. We and you shall appoint a single point of contact who will work together to solve problems relating to Users.

6.2. The points of contact are:

6.2.1. Us: Customer Support
Email: support@smartschoolwebsites.co.uk
Telephone: 01325 633 270;

6.2.2. You: Website Point of Contact Nina Swann, Warriors Rugby Club

7. **Confidentiality**

7.1. Each party shall keep the other party's Confidential Information confidential and shall not:

7.1.1. use or exploit the other party's Confidential Information in any way except for the purposes of performing its obligations under this agreement or the Contract;

7.1.2. directly or indirectly disclose, or make available any Confidential Information in whole or in part to any person except as permitted by clause 7.2.

7.2. Either party may disclose the other's confidential information:

7.2.1. to its Representatives who need to know such information for the purposes of carrying out its obligations under any agreement between the parties. Each party will procure that those Representatives to whom it discloses the other party's confidential information comply with this clause 7 and shall be liable for the actions or omissions of the Representatives in relation to the Confidential Information as if they were the actions or omissions of the party; and

7.2.2. as may be required by law (including pursuant to the Freedom of Information Act 2000), a court of competent jurisdiction or any governmental or regulatory authority.

7.3. Each party reserves all rights in its Confidential Information. The disclosure of Confidential Information by one party does not give the other party or any other person any contract or other right in respect of any Confidential Information beyond the rights expressly set out in this agreement.

8. **Term and Termination**

8.1. Either party can suspend this agreement for up to 30 days, or such longer period as may be agreed between the parties, in the event of a security breach/Personal Data breach.

8.2. This agreement shall continue for the term of the contract (including any renewal period) and shall terminate only when we cease to Process any Data on your behalf.

8.3. Upon termination of the Contract, we shall return all User Data to you or destroy it

as you direct (acting reasonably).

9. **Force Majeure**

Neither party will be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control.

10. **Severance**

10.1. If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

10.2. If any provision or part-provision of this agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

11. **Background**

Paragraphs (C) and (D) of the Background (recitals) are operative; they form part of the agreement and shall have effect as if set out in full in the body of this agreement.

12. **Third Party Rights**

12.1. A person who is not a party to this agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement. This does not affect any right or remedy of a third party which exists, or is available, apart from the Contracts (Rights of Third Parties) Act 1999.

12.2. The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this agreement are not subject to the consent of any other person.

13. **Notice**

13.1. Any notices given under this agreement must be in writing and must be served by hand or post to the addresses set out at the start of this agreement. Notices:

13.1.1. by post will be effective upon the earlier of actual receipt, or 2 working days after mailing; and

13.1.2. by hand will be effective upon delivery.

14. **Variation**

We may need to vary the terms of this agreement from time to time or ask you to confirm acceptance of a new agreement. This may be where you change the data fields provided to us, or issue us with new instructions outside the scope of this agreement; or where there is a change in applicable Data Protection Legislation as envisaged in clause 5.4. Where this happens, we will issue you with a new or updated agreement and will ask you to confirm that you accept its terms. Where your failure to accept the terms means that it is likely that you or we are in breach of Data Protection Legislation, we may refuse to continue to Process Personal Data

on your behalf until you have accepted them.

15. **Governing Law and Jurisdiction**

This agreement shall be governed by and construed in accordance with the laws of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to settle any dispute arising out of or in connection with the agreement.

16. **Acceptance**

16.1. By clicking accept or otherwise signing this agreement, or contract using the online process on our website, you confirm that you are duly authorised in accordance with applicable legal and governance arrangements to accept the terms of this agreement on behalf of the school or, where applicable, the multi-academy trust.

17. **Security of Processes and Systems**

17.1. The website provided is hosted by OVH and 1&1 in UK and European data centres. The data centres we use are built to meet the requirements of the most security-sensitive websites.

17.2. Our web developers are appropriately trained in Secure Software Programming techniques and our sites are built with the best security in mind. We always use prepared MySQL statements to help prevent injection attacks and we ensure that PHP and other script files can't be uploaded to our system.

17.3. Our servers run ModSecurity (an Apache security module) which will automatically block users from carrying out malicious attacks on our sites. We log any attacks and block offending IPs to help prevent future attacks.

17.4. We regularly check our servers for anything suspicious. In the unlikely event a vulnerability is found we take immediate appropriate steps to harden whatever is applicable.

17.5. No new services are ever introduced without thorough testing and security analysis. We regularly update our server software.

17.6. Any patches and updates are applied and tested promptly.

17.7. Following guidelines from the ICO and the National Cyber Security Centre to ensure appropriate technical security measures are in place to keep data secure, we are transferring all websites and associated applications to a Secure Sockets Layer (SSL) Certificate website URL. We have installed a security plugin on all websites, and finally increased the sensitivity of our firewall.

18. **Employees and Contractors Confidentiality**

18.1. All of our employees and contractors are fully aware of ICO guidelines and are committed to data confidentiality.

19. We are ensuring our staff are trained in best GDPR day-to-day practice and general knowledge. All staff and contractors are bound by a contract to maintain confidentiality inline with our company's data protection and privacy policy. We will ensure that staff are informed of any special data protection requirements relevant to their work. Those with access to any client personal data, in order to support our clients with the on-going management of their websites, undergo relevant training in data protection, including how to obtain appropriate verification from a data controller, when instructed to act on their behalf.

Schedule 1 - User Data

Data Type	Mandatory Data Why
Staff data	
Username	To allow the user to login.
Surname (optional)	Used to identify staff member when editing the website.
Forename (optional)	Used to identify staff member when editing the website.
Work email	Used to reset lost/forgotten password.
Password	To allow the user to login. We can either generate these and provide them to you to distribute to staff, or, you create and provide the passwords for us to generate the user accounts from.
Role	Used to identify website users by their level of administration.

Data Type	Why
Visitor Data – Forms via our Website Plugin	
Example Form fields	
Name	Used to identify the website visitor for follow up correspondence.
Email Address	Used to contact the website visitor by way of reply via email.
Phone/Mobile Number	Used to contact the website visitor by way of reply via telephone
Address	Used to contact the website visitor by way of reply via post.
Multiple Choice	Allow website visitors to make multiple choices

Consent options	To allow the website visitor to digitally give consent for a child in their care.
Parent consent options	To allow the website visitor to digitally express they have consent for a child
Child Name	Used to identify a child within your school.
Other generic input fields	Other general fields can be added to contact forms at your discretion by your users assuming the data requested falls in line with GDPR and ICO regulations and the data request is detailed in your privacy policy.

Schedule 1 - Parent App User Data

Data Type	**Why**
Parent Data	
Contact ID	The database ID for the record, used with additional information ensures students are correctly identified.
Contact External ID	The external school ID, used with additional information ensures students are correctly identified and prevents duplicating records.
Title	To personalise the app with a salutation and clarify gender/parent role e.g. male/female (mum/dad)
Forename	To identify the parent and to personalise the app with surnames. Also used for account details and to link parent accounts to MIS account data. Also used with additional information to create a unique identifier for self-activiated accounts.
Surname	To identify the parent and to personalise the app with surnames. Also used for account details and to link parent accounts to MIS account data. Also used with additional information to create a unique identifier for self-activiated accounts
Address	To identify the parent in the case of parents with identical forename and surnames
Students Data (filtered by the following)	To allow student data to be presented into the app
Relationship to Student	To ensure parents are linked correctly to their students
Parental Responsibility	To ensure that parents are shown data of students they have responsibility for
Court Order	To ensure parents with a court order preventing them accessing student information they have responsibility for isn't accessed
Student External ID	Unique identifier to access student information

Schedule 2- Details of Data Processing

Part 1: Processor

Requirement in Article 28(3) GDPR	Details for this agreement
The subject matter and duration of the Processing	The provision of a website with forms created via our website plugin, staff users and parent app with either manual or MIS linked Parent App Users. The duration of the Processing will be for the period set out in clause 8.
The nature and purpose of the Processing	The Processing activity is the population of your website with the Personal Data you provide us In particular, the Personal Data will be Processed: (i) for the set up of individual staff accounts (ii) for the set up of individual Parent App User Accounts (iii) to allow website visitors to complete forms created by you using our website plugin form tool. The data is emailed direct to a physical email address held by an employee of your school if this option has been set on the form. This data is also be held within the website admin area of which we have administrative access to. (iv) to allow parents to access information via the Parent App that is created within the Website Admin by your Users.
The type of Personal Data	The Personal Data concerns the categories of data listed at Schedule 1 (User Data) & (Parent App User Data) and any further Personal Data supplied by you, or supplied by website visitors or Parent App Users when they submit forms via our website plugin.
The categories of Data Subjects	The Personal Data concerns the following categories of Data Subject: (i) your employees who use the school website (ii) website visitors (iii) parent app users

The Controller's obligations and rights	You shall: a) ensure that all Data are Processed lawfully, fairly and in a transparent manner in relation to Users; b) ensure that all Data collected for specified, explicit and legitimate purposes and not further Processed in a manner that is incompatible with those purposes; c) ensure that all Data are adequate, relevant and limited to what is necessary in relation to the purposes for which they are Processed; d) ensure all Data are accurate and, where necessary, kept up to date; every reasonable step must be taken to ensure that Data that are inaccurate, having regard to the purposes for which it is Processed, are erased or rectified without delay; e) ensure that all Data are kept in a form which permits identification of Users for no longer than is necessary for the purposes for which the Data are Processed; you shall delete Data within the website that is no longer required for your purposes; f) ensure that all Data is Processed in a manner that ensures appropriate security of the Data, including protection against unauthorised or unlawful Processing and against accidental loss, destruction or damage, using appropriate technical or organisational measures; g) be able to demonstrate your compliance with paragraphs (a)..(f); h) ensure that you have a legal basis for your Processing of the Data; i) obtain all necessary consents and permissions required for the sharing and use of the Data under this agreement; j) not Process special categories of Data unless a relevant condition applies (such as explicit consent);

	k) ensure that you have provided Users with a privacy policy which covers your use of Data within your website; l) deal with all requests (including but not limited to, subject access requests, requests for rectification, erasure, restriction, portability or objections) from Data Subjects relating to Data of which you are Controller; m) communicate to us any rectification or erasure of Data and any restrictions on Processing; n) ensure any automated individual decision-making, including profiling, by you, complies with applicable requirements; o) maintain records of your Processing activities; p) cooperate with the Information Commissioner; q) implement appropriate technical and organisational measures to ensure and to be able to demonstrate that processing is performed in accordance with applicable data protection requirements and to ensure a level of security appropriate to the risk; r) if required, notify data breaches to the relevant supervisory authority and/or Data Subjects without undue delay; s) if required, carry out a data protection impact assessment of the Processing activities to be carried out by us; t) if required, designate a data protection officer. You shall have the rights to enforce the obligations on us as your Processor, as set out in clause 5.3

Part 2: Responsibilities

Responsibilities under Article 82	Details for this agreement
Your responsibilities for Processing as Controller	a) Your contractual relationship with us. b) The compliance of Data with Data Protection Legislation. c) The compliance of your Processing under this agreement as a Controller, including where you instruct us to provide analytic services. d) The security of your IT systems. e) Not introducing viruses to your website and our servers. f) Not permitting an attack to be made on your website or our servers through your systems or Users' devices. g) Not permitting other unauthorised or malicious access to your website or our servers through your systems, Users' devices, staff user accounts. h) Selecting and maintaining secure passwords for your website i) Keeping Users' login credentials to your website confidential and secure. j) And otherwise complying with your Controller obligations set out in Part 1 of this Schedule 2.

Our responsibilities for Processing as Processor	1) Our contractual relationship. 2) The following security measures: a) access to administrative functions is restricted to authorised individuals in the office and operatives in specific remote locations.through the firewall; b) database access restricted to internal servers only with a proxy for remote management; c) web traffic is transferred over HTTPS; d) Servers are kept up to date with the latest security fixes. 3) And otherwise complying with our Processor obligations set out in clause 5.3.