

## Data Processing Agreement

GDPR requires that processing by a Data Processor, on behalf of a Data Controller, must be governed by a written agreement. ARC Education (York) Ltd are acting as the Data Processor on behalf of the school, who is the Data Controller. This agreement details that processing and our obligations.

Data Controller	
Controller name	
Controller address	
Address 2	
Address 3	
Post code	
Controller contact name	
Controller contact email address	
Controller contact phone number	
Controller DPO contact name	
Controller DPO email address	
Controller DPO phone number	

Data Processor	
Processor name	Arc Education (York) Ltd
Processor address	Blake House
Address 2	18 Blake Street
Address 3	York
Post code	YO1 8QG
Processor contact name	Rachel Dunsmore
Processor contact email address	<a href="mailto:privacy@arceducation.co.uk">privacy@arceducation.co.uk</a>
Processor contact phone number	01904 215677
Processor DPO contact name	n/a
Processor DPO email address	n/a
Processor DPO phone number	n/a
ICO reference number	ZA459198

## Information on processing and duration of contact.

Contract agreement processing information	
Duration of contract	1 year, renewed annually
Contract start date	
Contract finish date	
Purpose and nature of processing:	
Provision of ARC Maths app for use by the school staff and pupils to develop the maths abilities of pupils and enable school staff to monitor pupils' progress.	
Description of processing activity:	
Pupils are provided with free (to them) access to the app which collects a small amount of personal data (detailed below) alongside their responses to the maths questions posed by the app. Further questions are dependent upon the answers provided by the pupil. Pupils can review their progress on their app dashboard, and school staff can monitor pupil progress via their dashboard. Basic contact data for school staff are processed to facilitate the contract between Arc Education and the school	
Personal data type and categories of data subject:	
For Pupils:	
<ul style="list-style-type: none"><li>• Name</li><li>• School email address</li><li>• School Code (unique identifier for each school)</li><li>• MM/YY DOB</li><li>• Gender (M/F/Not Disclosed)</li><li>• Performance data (marked responses to the maths questions plus resulting analysed data)</li><li>• Schools may also add in class, module or other groupings to aid searching by staff.</li></ul>	
Special Category Data: None	
For School Contacts:	
<ul style="list-style-type: none"><li>• Name</li><li>• Email address</li><li>• Telephone</li><li>• School name, and role in school</li></ul>	

Other sensitive data (please state):

None

### Contract agreement data retention information (end of contract)

#### Contract data retention information

Please state data storage location and data retention information for duration of the contract if relevant and when the contact expires. Please also include any retention periods and data destruction\transfer methods at the end of the contract.

The default data retention period for pupil data is 18 months from the last use of the app, this applies in the absence of any specific instruction from the school to delete data earlier. If the school requests an earlier data deletion then Arc Education will follow the school's instructions. School contact data will be retained whilst it is necessary to deliver the contract to the school and for our records of historic contracts in line with the limitations act for contract law (i.e. 7 years from end of contract).

### Processor responsibilities as part of this agreement\contract

Please complete the following information and agree to the statements listed. Failure to complete all the information may result in the agreement\contract being rejected or terminated.

Description of responsibility	Yes / No / N/A
Processor will only act on the written instructions of the controller.	Yes
Processor will not use a sub-processor without the written authorisation of the controller and under a written contract.	Yes
Processor will co-operate with supervisory authorities (such as the ICO) in accordance with Article 31.	Yes
Processor will ensure the security or its processing in accordance with Article 32.	Yes
Processor will keep records of its processing activities in accordance with Article 30.2.	Yes
Processor will notify of any data breaches to the controller in accordance with Article 33.	Yes
Processor will employ a Data Protection Officer if required in accordance with Article 37 and; and	Yes
Processor will appoint in writing a representative within the European Union if required in accordance with Article 27.	N/A
Processor will delete or return all personal data to the controller as requested at the end of the contract.	Yes
Processor will submit to audits and inspections, provide the controller with whatever information it needs to ensure that they are both meeting their Article 28 obligations, and tell the controller immediately if it is asked to do something infringing the GDPR or other data protection law of the EU or a member state.	Yes

Processor will assist the controller in obligations in relation to the security of processing, the notification of personal data breaches and data protection impact assessments.	Yes
Processor must obtain a commitment of confidentiality from anyone it allows to process the data, unless they are already under such a duty of law.	Yes
Processor must inform the controller immediately if it thinks it has been given an instruction which does not comply with the GDPR, or related data protection law.	Yes

**A processor should also be aware that:**

Description of responsibility	Please tick (✓)
It may be subject to investigation and corrective powers of supervisory authorities such as the ICO) under Article 58 of the GDPR.	✓
If the Processor fails to meet its obligations, it may be subject to an administrative fine under Article 83 of the GDPR.	✓
If the processor fails to meet its GDPR obligations it may be subject to a penalty under Article 84 of the GDPR; and	✓
If the processor fails to meet its GDPR obligations it may have to pay compensations under Article 82 of the GDPR.	✓
Nothing within the contract relieves the processor of its own direct responsibilities and liabilities under the GDPR.	✓

**Processor agreement\contract sign off**

I\We the Processor agree to the above processor agreement\contract details and responsibilities and adhere to data protection regulations and principles under the GDPR and general data protection regulations.

Sign off – Processor	
Name	Rachel Dunsmore
Job title	Director
Signature	
Date	

Sign off – Controller	
Name	
Job title	
Signature	
Date	