



Data Processing Agreement

Document Ref.	MLDPA
Version:	1
Dated:	08 May 2018

1 Parties to the Agreement

The Controller: My Learning (UK) Ltd of Suite 3 Kingsland House, Stafford Court, Telford, TF3 3BD 06989201 of the entity acting as the controller

The Processor:



2 Scope and Roles

- 2.1 This agreement applies to the processing of Personal Data, within the scope of the GDPR, by the Processor on behalf of the Controller.
- 2.2 For purposes of this agreement, My Learning (UK) Ltd and “The Processor” agree that My Learning (UK) Ltd is the Controller of the Personal Data and “The Processor” is the Processor of such data. In the case where My Learning (UK) Ltd acts as a Processor of Personal Data on behalf of a third party, [Processor Name] shall be deemed to be a Sub-Processor.
- 2.3 These Terms do not apply where [Processor Name] is a Controller of Personal Data.

3 Definitions

- 3.1 For the purposes of this Agreement, the following definitions shall apply:

Agreement	This data processing agreement
GDPR	means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of Personal Data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation)
Personal Data	means that data, meeting the definition of “personal data” as defined in Article 4 of the GDPR, that is provided by My Learning (UK) Ltd to [Processor Name] in order to perform the processing as defined in Schedule 1 of this Agreement.
Sub-Processor	means a natural or legal person, public authority, agency or body other than the data subject, Controller and Processor who, under the direct authority of the Processor, are authorised to process Personal Data for which My Learning (UK) Ltd is the Controller

Terms used but not defined in this Data Processing Agreement (e.g., “processing”, “controller”, “processor”, “data subject”) shall have the same meaning as in Article 4 of the GDPR.

4 The Processing

- 4.1 The subject matter, duration, nature and purpose of the Processing, and the types of Personal Data and categories of data subjects shall be as defined in Schedule 1 of this Agreement.

5 Obligations and rights of the controller

- 5.1 Taking into account the nature, scope, context and purposes of processing as well as the risks of varying likelihood and severity for the rights and freedoms of natural persons, the Controller shall implement appropriate technical and organisational measures to ensure and to be able to demonstrate that Processing is performed in accordance with the GDPR. Those measures shall be reviewed and updated where necessary.
- 5.2 Where proportionate in relation to Processing activities, the measures referred to in paragraph 5.1 shall include the implementation of appropriate data protection policies by the Controller.
- 5.3 The Controller shall implement appropriate technical and organisational measures for ensuring that, by default, only Personal Data which are necessary for each specific purpose of the Processing are processed. That obligation applies to the amount of Personal Data collected, the extent of their Processing, the period of their storage and their accessibility. In particular, such measures shall ensure that by default Personal Data are not made accessible without the individual's intervention to an indefinite number of natural persons.

6 Obligations of the Processor

6.1 The Processor shall:


- 6.1.1 process the Personal Data only on documented instructions from the Controller;
- 6.1.2 ensure that persons authorised to process the Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
- 6.1.3 take all measures required pursuant to Article 32 of the GDPR, namely to implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk to the rights and freedoms of natural persons including, as a minimum, the measures set out in Schedule 2 of this Agreement;
- 6.1.4 respect the conditions referred to in paragraphs 2 and 4 of Article 28 of the GDPR for engaging another Processor, namely that the Processor may not engage another Processor (Sub-Processor) without the prior authorisation of the Controller. My Learning (UK) Ltd does not make use of Sub-Processors.
- 6.1.5 assist the Controller by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Controller's obligation to respond to requests for exercising the data subject's rights laid down in Chapter III of the GDPR;
- 6.1.6 assist the Controller in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the GDPR, relating to security of Processing, Personal Data Breaches and data protection impact assessments;
- 6.1.7 at the choice of the Controller, delete or return all the Personal Data to the Controller after the end of the provision of services relating to Processing, and delete existing copies unless applicable law requires storage of the Personal Data;
- 6.1.8 make available to the Controller all information necessary to demonstrate compliance with the obligations laid down in Article 28 of the GDPR and allow for and contribute to audits, including inspections, conducted by the Controller or another auditor mandated by the Controller;

7 Duration and Applicable Law

- 7.1 This Agreement shall continue in effect for so long as the Processor is processing Personal Data on behalf of the Controller for the duration of the subscription.
- 7.2 This Agreement shall be governed by the laws of England and Wales and subject to the exclusive jurisdiction of the courts of England and Wales.

8 Signatures

Signed for and on behalf of My Learning (UK) Ltd:

Signature	
Name	ALAN SAWYERS
Title	TECHNICAL DIRECTOR
Date	24 th May 2018

Signed for and on behalf of:

School/ Group	
Your Signature	
Your Name	
Title	
Date	

SCHEDULE 1 – Description of the Processing

Subject matter and duration of the Processing	Data for students and teachers within our system is processed automatically by a server on a daily basis. This server is held in the UK on a secure Data Centre. Processing for a school typically takes between 10 and 20 minutes to process.
Nature and purpose of the Processing	The data we process is required in order to correctly allocate and maintain the users allocation within the school.
Type of Personal Data and categories of data subjects	Information which is processed consists of the users Forename, Surname, Date of Birth and membership of groups/classes. The email address of the user is also processed.

SCHEDULE 2 – Technical and Organisational Measures

The following security measures shall be implemented by the Processor, as a minimum:

- Encryption in transit
- Role-based access control
- Multi-factor authentication
- Regular backups
- Vulnerability scanning
- Intrusion detection system
- Intrusion prevention system
- Firewall
- Anti-virus
- Business continuity plan