

VARIATION SCHEDULE - New Data Protection Legislation

DEFINITIONS

Data Protection Legislation: the General Data Protection Regulation ((EU) 2016/679) and any national implementing laws, regulations, secondary legislation and other Acts of Parliament relating to data protection, as amended or updated from time to time, in the UK.

1. DATA PROTECTION

- 1.1 Both parties will comply with all applicable requirements of the Data Protection Legislation.
- 1.2 The parties acknowledge that for the purposes of the Data Protection Legislation, where the [School / Academy Trust] is the data controller and the Supplier is the data processor (where **Data Controller** and **Data Processor** have the meanings as defined in the Data Protection Legislation) the provisions set out in this clause 1.2 and clauses 1.3 to 1.5 will apply. The Specification or description of Services sets out the subject matter, nature and purpose of processing by the Supplier, the duration of the processing and the types of personal data (**Personal Data**, as defined in the Data Protection Legislation) and categories of data subject (**Data Subject**, as defined in the Data Protection Legislation).
- 1.3 Without prejudice to the generality of clause 1.1, the Supplier shall, in relation to any Personal Data processed in connection with the performance by the Supplier of its obligations under this Agreement:
 - (a) process that Personal Data only on the written instructions of the [School / Academy Trust] unless the Supplier is required by the laws of any member of the European Union or by the laws of the European Union applicable to the Supplier to process Personal Data (**Applicable Laws**). Where the Supplier is relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, the Supplier shall promptly notify the [School / Academy Trust] of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Supplier from so notifying the [School / Academy Trust];
 - (b) ensure that it has in place appropriate technical and organisational measures, , 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);

- (c) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
 - (d) not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the [School / Academy Trust] has been obtained and the following conditions are fulfilled:
 - (i) the [School / Academy Trust] or the Supplier has provided appropriate safeguards in relation to the transfer;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
 - (iv) the Supplier complies with reasonable instructions notified to it in advance by the [School / Academy Trust] with respect to the processing of the Personal Data;
 - (e) assist the [School / Academy Trust] 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;
 - (f) notify the [School / Academy Trust] immediately on becoming aware of a Personal Data breach. Such notification shall be to the [School / Academy Trust]'s data protection officer as required to be appointed under the Data Protection Legislation and whose contact details will appear on the [School / Academy Trust]'s website;
 - (g) at the written direction of the [School / Academy Trust], delete or return Personal Data and copies thereof to the [School / Academy Trust] on termination of the Agreement unless required by Applicable Law to store the Personal Data; and
 - (h) maintain complete and accurate records and information to demonstrate its compliance with this clause 1.3 and allow for audits by the [School / Academy Trust] or the [School / Academy Trust]'s designated auditor.
- 1.4 The [School / Academy Trust] does not consent to the Supplier appointing any third party processor of Personal Data under this Agreement without our prior written consent.
- 1.5 The provisions of this Variation Schedule shall apply during the continuance of this Agreement and indefinitely after its expiry or termination.