

# Data Processing Addendum

## This addendum

This Data Processing Addendum (the **DPA**) to the Book Creator Terms of Use applies whenever we process personal data on behalf of schools and other educational establishments (referred to for the purposes of this DPA as **you**). We do this when teachers or students upload content that contains personal data to a book created on Book Creator. More information about the personal data that we process and the purposes for processing is set out in the Schedule to this DPA.

## 1 Definitions

|                             |  |
|-----------------------------|--|
| Data Protection Legislation | means the GDPR, the Data Protection Act 2018 and the Privacy and Electronic Communications (EC Directive) Regulations 2003 and any replacement legislation coming into effect from time to time and any other legislation applicable to the processing of personal data  |
| GDPR                        | means the General Data Protection Regulation (EU) 2016/679, including as incorporated into the law of the United Kingdom by the European Union (Withdrawal) Act 2018   |
| Valid Transfer Mechanism    | a mechanism governing the transfer of personal data to a third country (being a country outside of the European Union and the United Kingdom) which is recognised by the European Commission or the United Kingdom, as applicable, as providing adequate protection for personal data, including (without limitation) transfers to countries that have been designated as adequate by the European Commission or the United Kingdom (as applicable), use of model contract clauses approved by the European Commission or the United Kingdom (as applicable) and use of approved binding corporate rules |

- 1.1 For the purposes of this DPA, "**personal data**", "**controller**", "**processor**", "**personal data breach**" and "**data subject**" shall have the respective meanings given in the Data Protection Legislation.

## 2 Data controller and data processor

- 2.1 You and we both acknowledge that in respect of the personal data and the processing set out in the Schedule to this DPA, you will be the controller and we will be the processor.

## 3 Your obligations

- 3.1 Where we process personal data as processor on your behalf, you shall:
- 3.1.1 ensure that the personal data is and remains accurate and up-to-date;
  - 3.1.2 ensure that all necessary consents under the Data Protection Legislation have been obtained for the supply of the personal data and its processing by us; and
  - 3.1.3 not do anything in connection with the personal data that would or might cause us to be in breach of any Data Protection Legislation or other law and/or to incur liability to any data subject.

## **4 Our obligations**

- 4.1 Where we process personal data as processor on your behalf in connection with Book Creator:
- 4.1.1 solely process the personal data for the purposes of providing Book Creator and in compliance with your written instructions as set out in the Schedule to this DPA and the Book Creator Terms of Use;
  - 4.1.2 ensure that any persons we use to process personal data are required to treat the personal data confidentially;
  - 4.1.3 take appropriate technical and organisational measures against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data taking into account the nature of the processing and harm that might result from such unauthorised or unlawful processing, loss, destruction or damage and the nature of the personal data to be protected including without limitation, all such measures that may be required to ensure compliance with the data security obligations set out in the GDPR;
  - 4.1.4 taking into account the nature of the data processing activities undertaken by us and the information available to us:
    - (a) provide all reasonable possible assistance and co-operation to enable you to fulfil your obligations to respond to requests from individuals exercising their rights under the Data Protection Legislation;
    - (b) notify you without undue delay if we become aware of a personal data breach;
    - (c) provide reasonable cooperation, information and assistance to you as may be necessary to enable you to notify relevant supervisory authorities and data subjects of any personal data breach to the extent such notification is required under the Data Protection Legislation;
  - 4.1.5 assist you with carrying out data protection impact assessments and consulting with relevant supervisory authorities where such assessments and/or consultation are required pursuant to the Data Protection Legislation, provided that the scope of such assistance shall be agreed between you and us in advance and you shall pay our reasonable costs incurred in providing such assistance;
  - 4.1.6 upon termination of your use of Book Creator, at your choice, delete or return to you all personal data;
  - 4.1.7 upon reasonable request with not less than 4 weeks' notice, and provided that you shall not make more than one request in any rolling 12 month period, make available to you all information necessary to demonstrate compliance with the obligations set out in this clause 4 and allow for and contribute to audits, including inspections, conducted by you or on your behalf.

## **5 Sub-processing and international transfers**

- 5.1 You hereby provide a general authorisation for us to engage the sub-processors listed at the Schedule to this DPA as at the date of this DPA. We shall notify you of any changes to such sub-processors and shall ensure that any sub-processors are appointed under a written contract imposing substantially equivalent obligations on the sub-processor to those set out in this DPA. We shall remain liable to you for all acts and omissions of our sub-processors.
- 5.2 You acknowledge that we will transfer personal data to those entities and locations set out in the Schedule to this DPA as at the date of this DPA. We will ensure that any such transfers are carried out in compliance with the Data Protection Legislation and in particular that transfers are subject to a Valid Transfer Mechanism.

Signature

Print name..... Date.....

For and on behalf of.....

Signature

A handwritten signature in black ink, appearing to be 'Dan Amos', written over a horizontal line.

Print name.....Dan Amos..... Date.....30<sup>th</sup> November 2021.....

For and on behalf of.....Tools for Schools Limited.....

# Schedule

## Data Processing Activities

|  |  |
|--|--|
| <b>Categories of data that we will process</b> | <p>Any personal data (as defined in the GDPR) which is uploaded as book content including:</p> <ul style="list-style-type: none"><li>• text which includes personal information;</li><li>• videos or photos; and/or</li><li>• audio files.</li></ul>   |
| <b>Categories of Data Subjects</b>             | <p>Teachers, parents, family members, guardians, students, other children and any other individuals about whom book content is uploaded.</p>   |
| <b>Processing Operations to be conducted</b>   | <p>Collection, recording, storage, use and erasure or destruction of data, dissemination to third parties on your instructions (for example when you allow parents/other students to view books created by students).</p>  |
| <b>Purposes of processing</b>                  | <p>To provide Book Creator and to enable teachers and students to create books and share these with parents and other students.</p>  |
| <b>Duration of processing</b>                  | <p>For the duration of your use of Book Creator.</p>   |
| <b>Sub-processors</b>                          | <p>Google Cloud – personal data is hosted on Google Cloud servers. We do not allow the transfer of Book Data to Google’s own sub-processors. See <a href="https://intercom.help/bookcreator/en/articles/3569521-3rd-party-service-providers">https://intercom.help/bookcreator/en/articles/3569521-3rd-party-service-providers</a> as amended for the full list of sub-processors.</p> |
| <b>Transfers to third countries</b>            | <p>USA – the Google Cloud servers we use are located in the continental USA. Transfers of personal data to Google Cloud in the USA are subject to Google’s standard contractual clauses, which are available here: <a href="https://cloud.google.com/terms/sccs">https://cloud.google.com/terms/sccs</a>.</p>  |