



# Data Protection Supplementary Statement for Schools

## Introduction

Your school (“**Customer**”) is entering (or has entered) into an agreement with Whizz Education Limited, a company registered in England and Wales under company number 04494788 and whose registered office is at MacMillan House, Paddington Station, London, W2 1FT, and/or with a subsidiary of Whizz Education Limited (“**Whizz**”) (together the “**Parties**”, each a “**Party**”) for the provision of the Maths-Whizz services. The Maths-Whizz services are governed by a Maths-Whizz Access Agreement and this Data Protection Supplementary Statement for Schools (this “**Statement**”) sets out Whizz’s policy, and the Parties’ respective obligations, in relation to the Shared Data (as defined below) disclosed under such Maths-Whizz Access Agreement.

By entering into the Maths-Whizz Access Agreement and / or by continuing to access and / or use the Maths-Whizz services, the Customer is deemed to accept the terms of this Statement.

## Definitions

The following definitions shall apply to this Statement:

“**Data Protection Legislation**” shall mean all applicable data protection and privacy legislation in force from time to time including the General Data Protection Regulation 2016/679 (“**GDPR**”); the UK Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2003/2426) as amended and all other legislation and regulatory requirements in force from time to time worldwide which apply to a Party relating to the use of personal data.

References to “**controller**”, “**processor**”, “**data subject**”, “**personal data**”, “**personal data breach**”, “**processing**” and “**appropriate technical and organisational measures**” shall have the meanings ascribed to them in the GDPR.



## Personal Data

Each Party acknowledges that it will share with the other Party certain personal data regarding individuals in order for the successful provision and performance of the Maths-Whizz services. Such personal data may include, but is not limited to, the names of students, their age and sex, the names of teachers and other personal data generated from the Maths-Whizz services such as student test results (“**Shared Data**”).

## Status of Whizz and the Customer

The Customer and Whizz are each independent controllers of the Shared Data.

Whizz does not and shall not process the Shared Data as a joint controller with the Customer and Whizz shall make independent decisions regarding the purpose and means of processing of the Shared Data. Each Party shall comply with the obligations that apply to it as an independent controller under the Data Protection Legislation, and each Party shall be individually and separately liable for its own compliance with the Data Protection Legislation in respect of the Shared Data.

## Obligations

Each party shall ensure that it has all necessary notices and consents in place to enable the lawful transfer of the Shared Data under the Maths-Whizz Access Agreement.

Each Party shall only process Shared Data in a fair and transparent manner in accordance with the Data Protection Legislation. Whizz shall maintain this Statement and all other applicable privacy or data protection policies on its mobile applications and websites.

Each Party shall keep the Shared Data in a form that permits the identification of the data subject for no longer than is necessary for the purposes for which the Shared Data are processed. Whizz’s policy is to delete or destroy all Shared Data relating to students in its possession which has not been anonymised within 60 days of the expiration or earlier termination of the Maths-Whizz Access Agreement or, if sooner, upon the conclusion of Whizz’s purpose for processing such Shared Data.

Each Party shall ensure that the Shared Data is limited to what is necessary in relation to the purposes for which it is processed.

Each Party shall ensure that the Shared Data is accurate and, where necessary, kept up to date.



Each Party confirms that it has in place appropriate technical and organisational measures to protect against the unauthorised or unlawful processing of the Shared Data and against the accidental loss or destruction of, or damage to, the Shared Data.

## Mutual Assistance

In the event that either Party receives a request from a data subject relating to the processing of Shared Data regarding a data subject, whether under Article 16 (Right to Rectification), Article 17 (Right to erasure) or Article 18 (right to restriction of processing) or otherwise, the receiving Party will promptly (and within five (5) business days) notify the other Party of such request, and the Parties shall cooperate with each other in responding to such request.

From time to time, Whizz may update, modify, augment, or remove Shared Data from the Maths-Whizz services. Whizz shall notify the Customer without undue delay of any changes to the Shared Data (including, without limitation, any deletions) that were made in response to a data subject access request.

## Transfers

If and to the extent Whizz transfers any Shared Data to any third-party data processor, Whizz shall first enter into contractual arrangements with such third-party processor as required by Article 28 of the GDPR and obligating it to process the Shared Data only in accordance with the requirements of the Data Protection Legislation.

Whizz shall not transfer the Shared Data outside the European Economic Area unless such transfer is made pursuant to the Model Contractual clauses as prescribed by the European Commission or unless similar protective measures are put in place as required by Data Protection Legislation.

If Whizz transfers any Shared Data to the United States, such transfer may be made pursuant to the EU-US Privacy Shield Framework and Principles issued by the U.S. Department of Commerce.

## Status of this Statement

This Statement shall be deemed incorporated into the Maths-Whizz Access Agreement and shall be governed by the terms of the Maths-Whizz Access Agreement.

In the event of any conflict between the terms of the Maths-Whizz Access Agreement and the terms of this Statement, this Statement shall, to the extent the conflict relates to the processing of the Shared Data, prevail.

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



Last updated: 1<sup>st</sup> July, 2019