



# Data Processing Agreement

*Effective Date: 11<sup>th</sup> May 2018*

## 1. Preface

This Data Processing Agreement has been developed by Airhead Education Ltd to facilitate the processing of customer information in relation to the Airhead platform and associated business systems. The terms 'data' and 'information' are interchangeable for the purposes of this agreement. In this agreement, 'you' and 'your' refers to the customer using Airhead.

Airhead is a web-based platform designed to support the curation, organisation and sharing of digital resources within and between educational organisations such as schools, colleges and universities. Airhead integrates with a number of 3rd parties for the purpose of identity management including Microsoft Office 365, Google Apps, Facebook and Groupcall.

This third party integration may also support sharing of other information such as group membership and, in some cases, information originating from other customer databases such as the Management Information System (MIS). The extent of Personal Information shared with Airhead Education Ltd will depend upon each customer's requirements.

Airhead Education Ltd is registered with the [Information Commissioner's Office](#), registration number ZA148188. Please also read our [Privacy Policy](#) and [Terms of Service](#).

You may wish to save a copy of this Data Processing Agreement for your records. In any event, be sure to regularly check our websites for any updates or other changes, which shall be legally binding upon you when we post them, whether or not we provide you any other notice of such changes. The applicable agreement will be posted at <http://airhead.io> and / or <http://www.airhead-education.com> and we will indicate the effective date of each update at the top of the Data Processing Agreement. Your continued use of the Service after any update will be deemed to represent your consent to be bound by, and agreement with, the new Data Processing Agreement.

## **2. Aims and objectives**

- 2.1. The overall aim of this Data Processing Agreement is to provide a framework for the partner organisations to establish and regulate working practices in order to ensure that information is processed on a lawful, 'need to know' basis.
- 2.2. The main objectives are:
  - 2.2.1. Provide a framework to allow Airhead Education Ltd to process the data in compliance with the relevant legislation and especially the the General Data Protection Regulation (GDPR);
  - 2.2.2. Encourage lawful flows of information;
  - 2.2.3. Set out the fundamental principles which underpin the exchange of information between the Parties;
  - 2.2.4. Define the specific purposes for which the Parties have agreed to share information to meet their responsibilities to comply with contractual responsibilities;
  - 2.2.5. Confirm the responsibilities of the Parties to frame and implement internal guidance to meet the requirements of this Agreement;
  - 2.2.6. Describe how this Agreement will be implemented, monitored and reviewed; and
  - 2.2.7. Support a process that will monitor and review information flows.

## **3. Scope**

- 3.1. This Data Processing Agreement sets out the principles that Airhead Education Ltd will follow when processing personal information.
- 3.2. In this Agreement the terms 'data' and 'information' are synonymous.

- 3.3. The Agreement applies to all personal information<sup>1</sup> handled by Airhead Education Ltd.
- 3.4. The Data Protection Act also defines certain classes of personal information as 'sensitive data'<sup>2</sup> where additional conditions must be met for that information to be used and disclosed lawfully. The GDPR defines this data as 'special category data'.
- 3.5. Personal data ceases to be so when a data subject can no longer be identified from the data. Such data is not subject to the Data Protection Act 1998 or the GDPR.

#### **4. Key principles**

- 4.1. Airhead Education Ltd agrees:
  - 4.1.1. to comply with the requirements of the Data Protection Act 1998 and in particular with the 8 Data Protection Principles;
  - 4.1.2. to comply with the requirements of the General Data Protection Regulation when it comes into force on 25 May 2018;
  - 4.1.3. to comply with the requirements of the Public Records Act 2011;
  - 4.1.4. to ensure that adequate security measures are applied to the personal data they hold and transfer;
  - 4.1.5. to have due regard to the guidance published by the Information Commissioner to help those in the public sector comply with the Data Protection Act and the GDPR when it comes into force;  
and
  - 4.1.6. to promote staff awareness of the Data Processing Agreement.
- 4.2. You agree:

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<sup>1</sup> Personal information' is data relating to a living individual who can be identified from that data or by other data which is in the possession of or likely to come into the possession of the partner organisation.

<sup>2</sup> 'Sensitive data' or 'special category data' is information as to racial or ethnic origin, political opinions, religious beliefs, Trade Union membership, physical or mental health, sexual life, commission or alleged commission of an offence, criminal proceedings or sentence.

- 4.2.1. to inform data subjects when and how information is recorded about them and how their information may be used;
- 4.2.2. As this area of the law is both complex and developing rapidly, no warranty can be given as to the continuing accuracy of the contents of this Agreement. Each Party remains under an obligation to seek independent advice on legal issues.

## **5. The legal framework**

5.1. The principal laws concerning the protection and use of personal information are listed below:

- the Data Protection Act 1998
- the General Data Protection Regulation (in force from 25 May 2018)
- the Human Rights Act 1998 (article 8)
- the Freedom of Information (Scotland) Act 2002
- the Public Records Act 2011

5.2. The parties agree to adhere to all relevant provisions of the above principal laws.

## **6. Purposes for processing personal data**

6.1. Personal data will only be processed for the following purpose:

- User and service authentication to Airhead
- User membership of groups within Airhead
- Population of widgets with data from specific third party databases
- Financial transactions
- Sales and marketing transactions
- Help and support transactions

6.2. The following types of data will be accessible to Airhead Education Ltd:

- User and service authentication to Airhead
  - Display name (provided via the identity provider)
  - Email address (provided via the identity provider)
  - Role name (provided via the identity provider)
  - Establishment name (provided via the identity provider)

- User generated authorisation tokens for retrieving personal content such as lists of files, emails, calendar events from Google and / or Microsoft cloud services
- User membership of groups within Airhead
  - Group name
- Population of widgets with data from specific third party databases
  - Widget specific information, e.g. timetable information
- Financial transactions contact(s) information
  - Financial contact name, email address, telephone number and postal address
- Sales and marketing transactions contact(s) information
  - Sales contact name, email address, telephone number and postal address
- Help and support transactions contact(s) information
  - Support contact name, email address, telephone number and postal address

**7. Secondary disclosure of information to other partners and agencies who are not signatories of the Agreement.**

7.1. Subject to paragraph 8.3 below, secondary disclosure will not be made without your consent unless it is recorded in an Information Sharing Agreement to which you are a signatory.

7.2. Any such agreement or disclosure will be based on the following principles:

- the necessary condition(s) in the Data Protection Act 1998 or, from the 25 May 2018, the General Data Protection Act are satisfied;
- there is a justifiable need for the disclosure to take place; and
- the partner organisation making the secondary disclosure is satisfied that adequate security arrangements are in place as a result of the existence of an Information Sharing Agreement with the third agency.

7.3. Secondary disclosure may be made without your consent if so ordered by the court. In this case Airhead Education Ltd will notify you of its actions.

**8. Organisational responsibilities**

8.1. The Parties are responsible for ensuring that personal data passed to them is clearly marked and kept securely.

- 8.2. The Parties will take steps to ensure that their staff are aware of their responsibilities under the Data Protection Act, and from 25 May 2018, the GDPR, to ensure compliance with the regulations.
- 8.3. Every organisation will make it a condition of employment that employees will abide by their rules and policies in relation to the protection and use of confidential information.
- 8.4. Any failure by an individual to follow the policy will be dealt with in accordance with that organisation's disciplinary procedures.
- 8.5. The Parties should be notified of any breach of confidentiality or incident involving a risk or breach of the security of information as soon as it has been identified. These breaches will be recorded and partner organisations will investigate and report back to the data protection/freedom of information compliance officer.

## **9. Individual responsibilities**

- 9.1. Every individual working for the organisations listed in this Data Processing Agreement is personally responsible for the safekeeping of any information they obtain, handle, use and disclose.
- 9.2. Every individual should know how to obtain, use and share information they legitimately need to do their job.
- 9.3. Every individual should uphold the general principles of confidentiality, follow the rules laid down in this Agreement and seek advice when necessary.
- 9.4. Every individual should be aware that any violation of privacy or breach of confidentiality is unlawful and a disciplinary matter that could lead to their dismissal.
- 9.5. It is an underlying principle of this Agreement that you will always retain ownership of the personal information which it discloses to Airhead Education Ltd.
- 9.6. Data will only be retained for so long as it is being legitimately used to deliver the services as defined in 6.1.

## **10. Complaints**

- 10.1. Complaints about the use of personal information will be dealt with under the relevant complaints procedure of the partner organisation whose actions are the subject of complaint. The Parties agree to cooperate in any complaint investigation where they have information that is relevant to the investigation.
- 10.2. The Parties will notify their respective Complaints' Managers of any complaints and the outcome of any complaint investigation.

## **11. Monitoring and reviewing arrangements**

- 11.1. This Agreement shall come into force immediately upon being executed by the Parties.
- 11.2. The Parties will take individual responsibility for monitoring and reviewing the implementation of the Data Processing Agreement in their organisation.
- 11.3. Your Data Protection Officer in conjunction with Airhead Education Ltd will formally review this Data Processing Agreement after one year unless new or revised legislation or national guidance necessitates an earlier review.
- 11.4. Any of the signatories can request an extraordinary review at any time where a joint discussion or decision is necessary to address local service developments.
- 11.5. Any Party may terminate their interest in and obligations under this Agreement in writing at any time, the written statement to be submitted to all other Parties.
- 11.6. This Agreement shall terminate on the execution by the Parties (or their successors) and coming into force of another Agreement on data processing which is expressly stated to supersede this Agreement.

## **12. Indemnity**

- 12.1. Airhead Education Ltd hereby agrees to indemnify you against all losses, costs, expenses, damages, liabilities, demands, claims, fines, penalties, actions or proceedings made against or suffered or

sustained by you as a result of an act, neglect or default of Airhead Education Ltd or its employees to comply with any of its obligations under this Agreement (which, for the avoidance of doubt, shall include the costs of defending any action brought by or on behalf of the Information Commissioner including criminal prosecution or the imposition of a civil penalty).

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*Now please complete the [form](#). By doing so you confirm that you've read the above terms of Airhead Data Processing Agreement and that you are authorised to electronically sign this agreement on behalf of your organisation ('You' and 'Your'). Airhead Education Ltd agrees for its part to be bound by the terms of this Agreement from the point at which you receive email confirmation from Airhead Education Ltd that this form has been successfully submitted. If a confirmation email is not received within 24 hours, please contact us on [team@airhead-education.com](mailto:team@airhead-education.com). Please save a copy or print a copy of this agreement for your records.*