

Learn Sheffield Data Processing Agreement 2025

To be read in conjunction with the Learn Sheffield Subscription Services Agreement

This Data Processing Agreement ("DPA") forms an appendix to the Learn Sheffield Subscription Contract. It is made pursuant to and in compliance with the Data Protection Act 2018 and the Data Use and Access Act 2025.

1. Purpose and Scope

This DPA governs the processing of personal data by Learn Sheffield (Processor) on behalf of The School/Academy Trust (Controller) in connection with the services provided under the main Agreement.

2. Definitions

Terms such as 'Personal Data', 'Processing', 'Controller', 'Processor', 'Data Subject', and 'Data Breach' shall have the meanings given in the Data Protection Act 2018 and the Data Use and Access Act 2025.

3. Processing Instructions

The Processor shall process Personal Data only on documented instructions from the Controller, including with respect to transfers to third countries.

4. Data Categories and Types

Personal Data processed may include names, contact details, employment information, pupil records, and other data necessary for service delivery.

5. Security Measures

The Processor shall, having regard to the state of technological development, implement appropriate technical and organisational measures to ensure a level of security appropriate to the processing of Personal Data, including encryption, access controls, and regular audits, and provide a written description of such methods at the request of the Controller.

6. Sub-Processors

The Data Processor shall only appoint Sub-Processors who are capable of meeting the requirements and standards of the Data Privacy Laws and the Data Processor shall execute an agreement with the relevant Sub-Processors which includes the terms required by the Data Privacy Laws.

7. Data Subject Rights

The Processor shall assist the Controller in fulfilling its obligations to respond to requests for exercising Data Subject rights under applicable law.

8. Data Breach Notification

The Processor shall notify the Controller without undue delay upon becoming aware of a Personal Data Breach.

9. International Transfers

Any transfer of Personal Data outside the UK shall comply with applicable adequacy regulations and safeguards under the Data Protection Act 2018 and Data Use and Access Act 2025.

10. Audit and Compliance

The Controller may audit the Processor's compliance with this DPA upon reasonable notice. The Processor shall provide all necessary information to demonstrate compliance.

11. Termination and Data Return/Deletion

Upon termination of the Agreement, the Processor shall, at the choice of the Controller, delete or return all Personal Data and certify such deletion.

12. Liability and Indemnity

Each Party shall be liable for and indemnify the other against any losses arising from its breach of this DPA or applicable data protection laws.

13. Governing Law

This DPA shall be governed by and construed in accordance with the laws of England and Wales, and the Parties submit to the exclusive jurisdiction of the English courts.