



Data Processing Agreement

THIS AGREEMENT is dated 10/10/2023 and made between:

(1) **Compass Education Holdings Limited, 26 Fitzwilliam Street Upper, Dublin 2** (Service Provider & Data Processor)

(2) **Ashton School, Blackrock Rd, Ballintemple, Cork, T12 AF50** (Data Controller).

RECITALS

A. In connection with a current or proposed Service between the School and the Service Provider, whereby the Service Provider is supplying or proposes to supply, goods or services (the **Service**) to the School, the School may directly make available to the Service Provider from time to time the **Information** (as defined below), or the Service Provider or its servants, employees, agents, affiliates, subsidiaries or subcontractors may indirectly acquire or have access to the **Information** by virtue of the Service.

B. It is intended that this Agreement will govern the terms and conditions applying to the Service Provider's use of the **Information** and other related matters.

NOW IT IS HEREBY AGREED by and between the parties hereto as follows:

1 Definitions: In this Agreement, unless the context otherwise requires:

Contact Data means personal data limited to the business contact details of any employee of the School who will communicate with Service Provider personnel regarding the **Service**;

Data Breach has the same meaning as "personal data breach" as set forth in Article 4 of the GDPR;

Data Controller has the meaning given to that term in Article 4 of the GDPR;

Data Processor or Processor has the meaning given to that term in Article 4 of the GDPR;

Data Subject has the meaning given to this term in the GDPR;

Delete for the purposes of this agreement means removing all Information which is electronically held in such a way that it can never be retrieved from the device on which it is held;

FOIA 2014 means the Freedom of Information Act 2014 and any amendments to or replacements thereof, including by means of directly effective EU Regulation;

GDPR means the EU General Data Protection Regulation, Regulation (EU) 2016/679, the effective date of which is 25th May 2018;

Information means all information, (irrespective of the format, paper, electronic or otherwise) that is provided to the Service Provider by or on behalf of School in connection with the **Service**. **Information** may include **Personal Data** concerning School, students and staff;



Personal Data has the meaning given to that term in Article 4 of the GDPR, and relates only to personal data, or any part of such personal data, of which the School is the Data Controller or joint Data Controller and in relation to which the Service Provider is providing the Service, and includes Sensitive Personal Data and Special Categories of Data;

Processing and Process has the meaning given to those terms in Article 4 of the GDPR;

Pseudonymisation, Pseudonymised and like words, have the meaning given to those terms (when effective) in Article 4 of the GDPR;

Sensitive Personal Data has the meaning given to this term in the GDPR;

Special Categories of Data has the meaning given to this term and/or such Personal Data as referred to in Article 9(1) and/or Article 10 of the GDPR.

Any reference to **third party** in this Agreement includes, for the avoidance of doubt, subcontractors.

2 Obligations of the Service Provider:

In consideration of the School directly making the *Information* available to the Service Provider, or the Service Provider otherwise acquiring the *Information*, and in consideration of the award of the Contract, the Service Provider shall:

- 2.1 Manage and *Process* any *Information* which they acquire from the School in accordance with the documented instructions of the School as set out in this Agreement and the obligations of the *GDPR* in so far as these obligations apply to a *Data Processor*, including with regard to transfers of *Personal Data* to a third country or an international organisation, unless required to do so by European Union or Irish law to which the Service Provider is subject; in such a case, the Service Provider shall inform the School of that legal requirement before *Processing*, unless that law prohibits such information on important grounds of public interest;
- 2.2 Maintain secret and confidential all *Information* furnished to it or otherwise acquired by its servants, employees, agents, affiliates, subsidiaries or sub-contractors save and to the extent that such *Information* has been made available to the public by the School or by any third party lawfully in possession thereof and entitled to make such disclosure without restriction;
- 2.3 Take appropriate measures to ensure the reliability and confidentiality of the Service Providers servants, employees, agents, affiliates, subsidiaries or sub-contractors who have access to the *Information*; The Service Provider must be in a position to provide the School with a named list of their servants, employees, agents, affiliates, subsidiaries or sub-contractors authorised to have access to *Information*.
- 2.4 Not disclose *Information* to any of the Service Provider's servants, employees, agents, affiliates, subsidiaries or sub-contractors unless and only to the extent that such persons need to know such *Information* for the purposes of providing services in connection with the *Service*, and provided that such person has been made aware of the restrictions in this Agreement on the disclosure of the *Information* and has agreed in writing to comply with such restrictions or materially similar restrictions;
- 2.5 Not disclose any *Information* to any third party without the prior written consent of the School unless the Service Provider is legally required to do so (see Clause 3.0 of this Agreement);



- 2.6 Not engage any third party to process the *Information* or any part thereof on its behalf without the prior written consent of the School. Should such consent be given, then the obligations of the Service Provider as set out in Clause 2 of this Agreement shall be imposed on that third party by way of a separate written agreement between the Service Provider and the third party, which agreement will terminate automatically upon termination of this Agreement for any reason. In the event that the third party fails to fulfil its obligations set out in Clause 2 of this Agreement, the Service Provider shall remain fully liable to the School for the performance by the third party of those obligations;
- 2.7 Not use the *Information* directly or indirectly for any purpose other than in connection with the provision of services to the School regarding the Service;
- 2.8 Not reverse engineer, de-compile or disassemble *Information* or attempt to use the *Information* in any form other than machine readable object code, or allow a third party to do any of the above;
- 2.9 Only use the *Information* solely for the purposes of fulfilling the requirements of the Service.
- 2.10 Take the necessary precautions for the prevention of unauthorised access to, unauthorised disclosure of or other unauthorised processing of the *Information* and in particular:
- 2.10.1 Keep all *Information* obtained from the School or otherwise relating to the Service separate from all documents and other records of the Service Provider. The School accepts that this requirement would be achieved by the Service Provider through logical electronic separation using role based access controls;
- 2.10.2 Only make such copies of the *Information* as are necessary for the provision of services to the School regarding the Service; and
- 2.10.3 Ensure that any notices related to the confidentiality or privacy of the *Information* provided by the School are not removed or altered; and
- 2.10.4 Have all necessary access controls in place to include authentication and authorisation for access to *Information* to ensure its security and confidentiality; and
- 2.10.5 Have all necessary systems in place to ensure the ongoing confidentiality, integrity, availability and resilience of *Processing* systems and services; and
- 2.10.6 Have the ability to restore the availability and access to the *Information* in a timely manner in the event of a physical or technical incident; and
- 2.10.7 Have a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the *Processing* of the *Information*;
- 2.11 Ensure, upon termination or the completion of this Agreement, that all documents, data, other records or tangible objects containing or representing *Information* which have been disclosed by the School to the Service Provider ("*Information Records*"), and all copies thereof which are in the possession of the Service Provider and their subcontractors, shall at the written request and election of the School, be returned to the School or securely Deleted. Without prejudice to the generality of the foregoing:



- 2.11.1 Where the School has requested that the Service Provider return *Information Records*, the *Information Records* shall be returned from the Service Provider to the School in a commonly used electronic format;
- 2.11.2 Where the School has requested that the Service Provider securely *Delete Information*, the Service Provider shall ensure the Information is permanently *Deleted* from any of the Service Providers systems or devices which were used to store the *Information* and from those of third parties to whom the Service Provider has disclosed and/or permitted access to the *Information* or *Information Records*;
- 2.11.3 Where the Service Provider is required for legal or regulatory compliance to retain a copy of any *Information*, the Service Provider shall provide the School in writing with full details of any *Information* they are proposing to retain and the details of the legal and regulatory obligations governing this action.
- 2.11.4 Without prejudice to the obligations at Clause 2.11.3 above, in circumstances where European Union or Irish law requires the Service Provider to retain any *Personal Data* which the School has shared with the Service Provider, the Service Provider shall provide the School in writing with full details of any *Personal Data* they are legally required to retain and the details of the European Union or Irish legal obligations governing this action, and ensure the *Personal Data* retained by them is anonymised or *Pseudonymised* by them to the School's satisfaction and in a manner and to a standard which is satisfactory under European Union law (including, without limitation, the *GDPR*);
- 2.12 Implement appropriate technical and organisational controls in accordance with Article 32 of the *GDPR*, to keep the *Information* secure and to protect against accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to the *Information* transmitted, stored or otherwise processed by the Service Provider;
- 2.13 Provide reasonable assistance to the School in a timely manner relating to its compliance with the provisions of Articles 33 to 36 of the *GDPR* and/or any guidance issued by the Irish Data Protection Commissioner;
- 2.14 Notify the School without undue delay and in any event within 24 hours, after they or (as applicable) their subcontractors become aware of a *Data Breach*. In the event of a *Data Breach*, the Service Provider will:
- (a) investigate the *Data Breach*,
 - (b) provide the School with all the relevant details surrounding the *Data Breach*,
 - (c) provide the School with details of the measures taken or proposed to be taken by the Service Provider to mitigate the effects and to minimise any damage resulting from the *Data Breach*, and
 - (d) assist the School in fulfilling its obligation to notify the relevant supervisory authority and *Data Subjects* of a *Data Breach* in accordance with Articles 33 and 34 of the *GDPR*;
- 2.15 Taking into account the nature of the processing, assist the School by appropriate technical and organisational measures, insofar as this is possible, to enable the School to fulfil its obligations to respond to requests from Data Subjects and Chapter III of the *GDPR*, (including the rights of access to, rectification of and erasure of their *Personal Data*), and shall promptly comply with any request from the School to amend, transfer or Delete such *Personal Data*.
- 2.16 Ensure the security of Information stored on all fixed and mobile devices, including medical devices, desktop computers, servers and mobile computer devices (i.e. laptops, notes, tablets, personal data assistants,



Blackberry enabled devices, iPads, iPhones and other smart type devices etc) and removal storage devices (i.e. CD, DVD, portable hard drives, Diskettes, ZIP disks, Magnetic tapes etc).

2.17 Ensure the security of the *Information* in transit (including by way of electronic transit/ transit by way of electronic communication). Where it is necessary to transfer the *Information*, the Service Provider must take all necessary precautions to ensure the security of the *Information* before, during and after transit.

2.18 In relation to transfers of *Information* outside of the Republic of Ireland.

2.18.1 The Service Provider must seek the written consent of the School prior to the Service Provider transferring *Information* outside the jurisdiction of the EU. The School may, at its discretion, prohibit the Service Provider from transferring *Information* outside the jurisdiction of the EU.

2.18.2 Where the School has consented to the transfer of *Information* outside the Republic of Ireland, the Service Provider may only transfer *Information* to a legal entity located in:

2.18.2.1 A country within the European Economic Area;

2.18.2.2 A country outside the European Economic Area but approved for this purpose by the EU Commission pursuant to Article 45(3) of the GDPR;

2.18.2.3 A country outside the European Economic Area but subject to the execution by the Service Provider and the transferee of standard data protection clauses adopted by the EU Commission in accordance with the examination procedure referred to in Article 93(2) of the *GDPR*, as provided for in Article 46 of the *GDPR*;

2.18.2.4 A country outside the European Economic Area but where the transferee of the Information is a parent or subsidiary company of the Service Provider, provided that the Service Provider and that parent or subsidiary company have adopted Binding Corporate Rules which have been approved by the relevant national Data Protection Authority under Article 47 of the *GDPR*;

2.19 Make available to the School all information necessary to demonstrate the Service Providers compliance with the obligations laid down in Article 28 of the GDPR and allow for and contribute to audits, including inspections, conducted by the School or another auditor mandated by the School. The Service Provider and the School agree to negotiate in good faith the scope and implementation details of this provision at the time the School decides to exercise its rights under this provision.

3 Disclosure Required by Law: In the event that the Service Provider is legally required to disclose any of the *Information* to a third party, the Service Provider undertakes to notify the School of such requirement prior to any disclosure and, unless prohibited by law, to supply the School with copies of all communications between the Service Provider and any third party to which such disclosure is made. The Service Provider must co-operate with the School in bringing any legal or other proceedings to challenge the validity of the requirement to disclose Information.

4 Breach of Agreement: The Service Provider hereby indemnifies and agrees to keep indemnified the School against any costs, expenses, damages, harm or loss suffered or incurred by reason of any disclosure of the *Information* in breach of the terms and conditions of this Agreement and shall account to the School for any moneys received by the Service Provider directly or indirectly arising out of the disclosure or use of any of the



Information in breach of the terms and conditions of this Agreement.

- 5 No Warranty:** Nothing in this Agreement shall constitute a warranty by the School as to the accuracy of any of the *Information*, and the School will not be liable to the Service Provider or to any other party to which any of the *Information* may be disclosed for any loss or damage howsoever caused, arising directly or indirectly out of the inaccuracy of any of the *Information*.
- 6 No Licence:** The Service Provider acknowledges that the *Information* is of a special and unique character and that the *Information* and any patent, copyright or other intellectual property rights of whatever nature attaching thereto are and will remain the property of the School and nothing in this Agreement will be construed as giving the Service Provider a licence in respect of such patent, copyright or other intellectual property rights.
- 7 Survival of Obligations:** The non-disclosure obligations of this Agreement will survive and continue and will bind the Service Provider's legal representatives, successors and assigns notwithstanding that the Service may not be actually implemented by the parties.
- 8 Waiver:** The rights of the School under this Agreement will not be prejudiced or restricted by any indulgence or forbearance extended to the Service Provider or other parties, and no waiver by the School in respect of any breach of the terms of this Agreement will operate as a waiver in respect of any subsequent breach.
- 9 Variation:** This Agreement may not be released, discharged, supplemented, amended, varied or modified in any manner except by an instrument in writing signed by a duly authorised officer or representative of each of the parties hereto.
- 10 Notice:** Any notice or other communication given or made under this Agreement shall be in writing and may be sent by email, delivered to the relevant party, or sent by pre-paid registered post airmail to the address of that party specified in this Agreement or to that party's fax number thereat or such other address or number as may be notified hereunder by that party from time to time for this purpose and will be effective notwithstanding any change of address or fax number not so notified. Unless the contrary is proved, each such notice or communication will be deemed to have been given or made and delivered, if by email upon delivery, if by post 48 hours after posting, if by delivery when left at the relevant address or, if by fax upon transmission, subject to the correct code or fax number being received on the transmission report.
- 11 Severance:** If any provision of this agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions of this agreement will remain in force. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision will apply with whatever modification is necessary to make it valid, enforceable or legal.
- 12 Governing Law:** This Agreement will be governed by and construed in accordance with the laws of Ireland and the parties hereto hereby irrevocably submit to the exclusive jurisdiction of the courts of Ireland.

Appendix 1

This Appendix forms part of the Clauses and must be completed and signed by the parties.

1. Subject Matter of the Processing

The Service Provider is under Contract(s) to provide one or more Services to the school. The provision of these services to the school necessitates the Service Provider processing data including Personal Data on behalf of the school. The school's Personal Data shall be Processed by the Service Provider for as long as necessary. The duration of the Processing shall correspond to the terms of the Contract(s) for the Services between the Service Provider and the school.



Service includes:

Griddle Timetabling License & Software
Compass Module: Attendance
Compass Module: Excursions/Events
Compass Module: News Feed
Compass Module: Parent Portal and App
Compass Module: Calendar
Compass Module: Custom Roll Flags
Compass Module: Chronicle
Compass Module: Payment Instalments
Compass Module: Billing Management
Compass Module: Resource Bookings
Compass Module: Learning Tasks
Compass Module: Term Reporting
Compass Module: School resources (wiki/pages) - incl storage
Compass Module: Issue Tracker
Compass Module: Insights
Compass Module: SMS Pack

2. Data subjects

The personal data transferred concern the following categories of data subjects:

- Staff
- Students
- Parents/guardians
- Emergency Contacts

3. Processing operations

The Service Provider shall only process Personal Data as necessary to provide the services pursuant to the Contract(s) between the school and the Service Provider, this Agreement and as further instructed by the school. Depending on the Service(s) provided by the Service Provider to the school, the Personal Data may be subject to the following basic **processing activities**

- Receive data, including collection, accessing, retrieval, recording and data entry.
- Hold data, including storage, hosting, organisation and structuring.
- Use data, including analysing, consultation, migrating and testing.
- Update data, including correcting, adaptation, alteration, alignment and combination.
- Send data, including electronic transmission and sending by other means.
- Protect data, including restricting, encrypting, and security testing.
- Share data, including disclosure, dissemination, allowing access or otherwise making data available. •
- Backup data, including taking, storing and restoration of data.



- Erase data, including destruction and deletion.

4. Categories of data

Depending on the service(s) provided by the Service Provider to the school, the Service Provider whilst providing the service(s) to the school, may process the following categories of Personal Data but is not limited to:

- Personally Identifiable information
- Attendance data
- Academic data
- Additional Educational needs information

5. Special categories of data (if appropriate)

The personal data transferred concern the following special categories of data:

- Racial or Ethnic origin
- Religious or philosophical beliefs
- Data concerning the health
- Medical Data

6. Recipients

The Personal Data transferred may be disclosed only to the following recipients or categories of recipients:

- Compass Education Support Staff
- Compass Education Client Consultants


7. Period for Disposal

The Period for Disposal concerning the data transferred to the Processor. No more than 30 days following the termination of the service agreement between the school and the service provider. Service Providers will then permanently delete this information from all storage / databases in their organisation.



IN WITNESS where of this Agreement has been entered into the day and year first herein written.

SIGNED on behalf of **Compass Education Holdings Limited**

Jerome Muldoon Name (printed)	Chief Customer Officer Title	 Signature
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SIGNED on behalf of **Ashton Schoo, Blackrock Rd, Ballintemple, Cork, T12 AF50**

Name (printed) ADRIAN LAUNDEN	Title PRINCIPAL	Signature 
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