



**KING  
EDWARD'S  
CONSORTIUM**  
BECOME A TEACHER | CHANGE LIVES

**KING EDWARD VI CAMP HILL SCHOOL FOR GIRLS,  
VICARAGE ROAD, KINGS HEATH, BIRMINGHAM B14 7QJ**

# **DATA PROCESSING AGREEMENT**

King Edward VI Academy Trust Birmingham School-Centred Initial Teacher Training (SCITT) is known as the King Edward's Consortium (KEC). The day-to-day running of the KEC is delegated to King Edward VI Camp Hill School for Girls.

King Edward VI Academy Trust Birmingham has considered the requirements of the General Data Protection Regulation (GDPR) (Regulation (EU) 2016/679) and confirms that it is the Data Controller. The responsibility of the Data Controller is detailed in Article 24 which sets out that a Controller should take into account the nature, scope, context and purposes of processing as well as the risks of varying likelihood and severity for the rights and freedoms of natural persons. The Controller shall implement appropriate technical and organisational measures to ensure and to be able to demonstrate that processing performed in accordance with the GDPR.

The Consortium School is a Data Processor in the terms set out below.

1. This clause regulates the processing of personal data by the Data Processor on behalf of the Data Controller to conduct initial teacher training.
2. The clause shall ensure that the Data Processor complies with the applicable data protection and privacy legislation, including the General Data Protection Regulation (GDPR) (Regulation (EU) 2016/679)

### **3. Processing data**

- 3.1 The purpose of the processing is the provision of initial teacher training by the Data Processor, as specified in the KEC Partnership Agreement.
- 3.2 In connection with the Data Processor's delivery of services to the Data Controller, the Data Processor will process certain categories and types of the Data Controller's data on their behalf in relation to initial teacher training.
- 3.3 Personal data includes any information relating to an identified or identifiable natural person as defined in GDPR, article 4 (1). The Data Processor will only perform processing activities that are necessary and relevant to undertake or perform relevant initial teacher training processes.

3.4 The Data Processor has completed appropriate process-mapping exercises and will maintain a robust record of processing activities in accordance with GDPR Article 30.2.

#### **4. Instruction**

4.1 The Data Processor may only process the data with the purpose of delivering the services for initial teacher training, unless required by law to act otherwise (Article 29). The Data Controller may issue additional written instructions consistent with the terms of the KEC Partnership Agreement. The Data Controller is responsible for ensuring that all individuals who provide written instructions are authorised to do so.

4.2 The Data Processor will inform the Data Controller of any instruction that it deems to be in violation of applicable law and will not execute the instructions until they have been confirmed or modified.

#### **5. The Data Processor's obligations**

##### **5.1 Confidentiality**

5.1.1 The Data Processor shall treat all data as strictly confidential information. The data may not be copied, transferred or otherwise processed in conflict with this instruction, unless the Data Controller has agreed this in writing.

5.1.2 The Data Processor's employees shall be subject to an obligation of confidentiality that ensures that the employees shall treat all data with strict confidentiality, and data will only be made available to those personnel that require access to same for the delivery of initial teacher training, and in accordance with this instruction (Article 32).

##### **5.2 Data Security**

5.2.1 The Data Processor shall implement the appropriate technical and organisational measures in accordance with GDPR Article 32.

##### **5.4 Rights of data subjects**

5.4.1 If the Data Controller receives a request from a data subject, for the exercise of their rights under applicable law, and the correct and legitimate reply to such a request necessitates the Data Processor's assistance, the Data Processor shall assist the Data Controller by providing the necessary information and documentation. The Data Processor shall be given reasonable time to do so.

5.4.2 If the Data Processor receives a request from a data subject for the exercise of their rights under the applicable law and such a request is related to the Data of the Data Controller, the Data Processor must immediately forward the request to the Data Controller and must not respond to the person directly.

##### **5.5 Data Breaches**

5.5.1 The Data Processor shall give immediate notice to the Data Controller if a data breach occurs (Article 33). The Data Processor shall make reasonable efforts to identify the cause of such a breach and take those steps as they deem necessary to establish the cause, and to prevent such a breach from recurring.

5.5.2 Data breaches should be reported to the Data Protection Officer of the Academy Trust [dataprotection@ske.uk.net](mailto:dataprotection@ske.uk.net)

## 5.6 Compliance and Audit Rights

5.6.1 Upon request by a Data Controller, the Data Processor shall make available all relevant information necessary to demonstrate compliance, and shall allow for, and reasonably cooperate with audits, or inspections by the Data Controller. The Data Controller shall give notice of any audit or document inspection to be conducted and shall make reasonable endeavours to avoid causing damage or disruption to the Data Processor's premises, equipment and business in the course of such an audit or inspection. Any audit or document inspection shall be carried out with reasonable prior written notice of no less than 30 days and shall not be conducted more than once a year.

## 5.7 Data Transfers

5.7.1 Ordinarily, the Data Processor will not transfer relevant data to countries outside the European Economic Area. In some cases, personal data may be saved on storage solutions that have servers outside the European Economic Area (EEA). Only those storage solutions that provide secure services with adequate relevant safeguards will be employed.

## 6. Sub-Processors

6.1 The Data Processor is given general authorisation to engage third-parties to process the Data (Sub-Processors) without obtaining any further written, specific authorisation from the Data Controller, provided that the Data Processor notifies the Data Controller, in writing, about the identity of any sub-processor. If the Data Controller wishes to object to the relevant Sub- Processor, the Data Controller shall give notice of same in writing (Article 28.2).

6.2 In the event the Data Controller objects to a new Sub-Processor and the Data Processor cannot accommodate the Data Controller's objection, the Data Controller may terminate the KEC Partnership Agreement by providing written notice to the Data Processor.

6.3 The Data Processor shall complete a written sub-processor agreement with any sub-processors which will, at a minimum, provide the same data protection obligations as the ones applicable to the Data Processor. The Data Processor shall monitor and control sub- processors' compliance with the applicable law. The Data Processor is accountable to the Data Controller for any sub-processor in the same way as for its own actions and omissions.

## 7. Duration

The Data Processor Agreement shall remain in force until the KEC Partnership Agreement is terminated.

**8. Data Protection Officer**

The Data Processor have appointed a Data Protection Officer, to act where such appointment is required by Data Protection Laws and Regulations (Article 37).

**9. Termination**

Following expiration or termination of the main agreement, the Data Processor will delete or return, within 28 days to the Data Controller all data in its possession, except where the Data Processor is required by applicable law to retain some, or all of, same. Should such a circumstance arise the Data Processor will archive the data and implement reasonable measures to prevent the data from any further processing. The terms of this instruction will continue to apply to such data.

I HAVE READ AND FULLY UNDERSTOOD THE TERMS OF THIS AGREEMENT. BY SIGNING IT, I ACCEPT THE CONDITIONS STATED HEREIN.

**Name of Consortium School:**

**URN:**

..... (Signature of Headteacher)

..... (Date)