



Data Processing Agreement

Data Processing Agreement



1. For the purposes of this agreement, the parties acknowledge that Mindscreen is the Data Processor, and the school is the Data Controller.
2. This agreement includes the processing of personal data and the only processing that Mindscreen is authorised to do is listed in this Data Processing Agreement.
3. This agreement confirms that Mindscreen acknowledges its commitment to confidentiality, and its commitment to only process the data in line with the controllers' instructions.

| Mandatory Detail | | |
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| No. | Description | Details |
| 1 | Subject matter of the processing | <ol style="list-style-type: none"> 1. Process payments made via debit/credit card when applicable. 2. Process the behavioural and motivational responses of pupils and involved staff in order to create each individual's Personal Profile and Personalised Learning Style (PLS). 3. Process three x pupil responses to the self-worth assessment in order to create each pupils' Learning Improvement Graph (LIG) - allowing staff to identify self-worth learning opportunities and measure individual pupil personal development over time. 4. Process staff responses to the Child Self-Esteem Check assessment in order to generate a report about a particular child's level of self-esteem. |
| 2 | Duration of the processing | The Mindscreen experience® programme takes approximately 13 hours and the processing stops when it is completed. |
| 3 | Nature and purpose of the processing | <p>Nature: Processing personal data from all individuals the Controller involves. Transferring the behavioural and motivational responses to TTI Success Insights® (TTISI) (our assessment partner) and processing that data to create the subject matter outlined in point 1, paragraph 2 above. Making all data available for retrieval and use by the Controller via their secure online account.</p> <p>Purpose: Process personal data and assessment responses to create behavioural and motivational profiles, generate learning style and self-worth</p> |

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| | | insights, and create anonymous research studies. Controllers can use these insights in conjunction with the lesson plans, with the purpose of building pupils' self-awareness, self-confidence, and self-esteem. |
| 4 | Type of Personal Data | Staff: First/last name, email address, gender, behavioural, motivational, self-worth, and child self-esteem-check responses. Pupils: First/last name, email address, gender, behavioural, motivational, and self-worth responses. |
| 5 | Categories of Data Subject | Staff: Department Leaders, Specialist Teachers, Teaching Assistants, Learning Mentors, and/or any other school member the Controller involves. Pupils: All pupils the Controller involves. |
| Mandatory Terms | | |
| 1 | The processor must only act on the written instructions of the controller (unless required by law to act without such instructions). | |
| 2 | The processor must ensure that people processing the data (employees, temporary, or agency workers) are subject to a duty of confidence. | |
| 3 | The processor must take appropriate measures to ensure the security of processing. | |
| 4 | The processor must only engage a sub-processor (third party organisation) with the prior written authorisation of the data controller. | |
| 5 | The processor must only engage a sub-processor (third party organisation) with a written contract containing equivalent processor obligations. | |
| 6 | The processor must assist the data controller in: <ul style="list-style-type: none"> • providing subject access, and • allowing data subjects to exercise their rights under the UK GDPR. | |
| 7 | The processor must assist the data controller in meeting its UK GDPR obligations in relation to: <ul style="list-style-type: none"> • security of processing, • notification of personal data breaches, and • data protection impact assessments. | |
| 8 | The processor must: <ul style="list-style-type: none"> • submit to audits and inspections, and • provide the controller with any information needed to show the processing obligations have been complied with. | |
| 9 | The processor must delete or return all personal data to the controller as requested at the end of the contract. | |
| School Responsibilities | | |
| 1 | Within the scope of this agreement and the use of Mindscreen's resources the school is responsible for complying with all requirements that apply to it under applicable Data Protection Laws for the collection and use of Personal Data, including obtaining any necessary consents or authorisations from parents or guardians where required. | |

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| International Transfers | | | |
|---------------------------|--|---|----------------------|
| 1 | Where is the personal data transferred or stored? | Transferred: Holland Stored: Holland | |
| 2 | In the case of international transfer, which appropriate safeguard is being relied upon? | Appropriate safeguard: Adequacy Decision | |
| Third party sub-processor | | | |
| 1 | The school agrees that the sub-processor (1a below) is authorised to process data on their behalf. | | |
| | Sub-processor | Purpose | Data centre location |
| 1a | TTI Success Insights® / ttisi.com | Produce each individual's Personal Profile | Holland |

This Data Processing Agreement is between the School and Mindscreen and reflects the requirements, obligations, and rights between the parties in respect to the processing of personal data.

This Data Processing Agreement may be amended at any time during the Contract Period, by agreement in writing between the School and Mindscreen, to ensure that the description and detail set out in the Data Processing Agreement with regard to the processing of personal data reflects the arrangements between the parties, is accurate, and is compliant against the Data Protection Legislation.

On behalf of Mindscreen Ltd

Name/position: Gavin Devereux, Founder & CEO

Signature:

Date: 12.10.2022

On behalf of the school

Name of school: _____

Name/position: _____

Signature: _____

Date: _____