

## <https://eRevision.uk> Data Processing Agreement (DPA)

### Preamble

The ICO states that DPAs must contain the following elements at <https://ico.org.uk/for-organisations/guide-to-data-protection/guide-to-the-general-data-protection-regulation-gdpr/accountability-and-governance/contracts/>

These are in blue and are cross-referenced within the contract:

- ① the subject matter and duration of the processing;
- ② the nature and purpose of the processing;
- ③ the type of personal data and categories of data subject;
- ④ the Data Controller's obligations and rights.

Contracts must also include specific terms or clauses regarding:

- ⑤ processing only on the Data Controller's documented instructions;
- ⑥ the duty of confidence;
- ⑦ appropriate security measures;
- ⑧ using sub processors;
- ⑨ data subjects' rights;
- ⑩ assisting the Data Controller;
- ⑪ end-of-contract provisions; and audits and inspections.

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This Data Processing Agreement ("**Agreement**") forms part of the Contract for Services ("**Principal Agreement**") between the organisation using eRevision listed at the end of this agreement (the "**Company**") and ZigZag Education (the "**Data Processor**") (together as the "**Parties**")

### WHEREAS

(A) The Customer (the "Company") acts as a Data Controller. When the Company (school, college, teacher or other entity) orders an eRevision package from ZigZag Education for their students, ZigZag Education becomes a Data Processor for which the Company is the Data Controller. This contract shall become effective on the date of both Parties' signatures. Both Parties shall be entitled to require the contract renegotiated if changes to the law or inexpediency of the contract should give rise to such renegotiation. The contract shall apply for the duration of the provision of personal data processing services. ⑤

(B) The Company wishes to subcontract certain Services, which imply the processing of personal data, to the Data Processor. The purpose of the processing is to support students' learning, practice and revision, teachers' management of the students' activities, and associated administrative activities. These activities take place on the <https://eRevision.uk> website. ②

The subject matter of the processing is students' and teachers' Personal Data. The duration of the processing is determined by the Company and is ongoing until the Company gives notice that it wishes to terminate this agreement. ①

Personal Data that is submitted to eRevision by the Company can include but is not limited to: names, email addresses, IP addresses, passwords, subjects, package subscriptions, target grades, answers and activity scores. ③

(C) The Parties seek to implement a data processing agreement that complies with the requirements of the current legal framework in relation to data processing and with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of Personal Data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

IT IS AGREED AS FOLLOWS:

## 1. Definitions

“Data Protection Laws”	means EU Data Protection Laws and, to the extent applicable, the data protection or privacy laws of any other country;
“EU Data Protection Laws”	means EU Directive 95/46/EC, as transposed into domestic legislation of each Member State and as amended, replaced or superseded from time to time, including by the GDPR and laws implementing or supplementing the GDPR;
“GDPR”	EU General Data Protection Regulation 2016/679
“Data Transfer”	a transfer of Personal Data from the Company to a Data Processor; or an onward transfer of Personal Data from a Data Processor to a Sub Processor, or between two establishments of a Data Processor, in each case, where such transfer would be prohibited by Data Protection Laws (or by the terms of data transfer agreements put in place to address the data transfer restrictions of Data Protection Laws);
“Services”	means the <b>Education services</b> the Company provides
“Sub Processor”	means any person appointed by or on behalf of Data Processor to process Personal Data on behalf of the Company in connection with the Agreement
“Personal Data Breach”	means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise processed

The terms “Commission”, “Data Controller”, “Data Processor”, “Data Subject”, “Member State”, “Personal Data”, “Processing” and “Supervisory Authority” shall have the same meaning as in the GDPR, and their cognate terms shall be construed accordingly.

## 2. The Data Controller's Obligations and Rights

1. The Data Controller is responsible for ensuring that the processing of Personal Data takes place in compliance with the GDPR.
2. The Data Controller has the right and obligation to make decisions about the purposes and means of the processing of Personal Data.
3. The Data Controller shall be responsible for ensuring that the processing of Personal Data, which the Data Processor is instructed to perform, has a legal basis. ④

## 3. Data Processor Personnel

The Data Processor shall take reasonable steps to ensure the reliability of any employee, agent or contractor of the Data Processor who may have access to the Personal Data, ensuring in each case that access is strictly limited to those individuals who need to know or access the relevant Personal Data, as strictly necessary for the purposes of the Principal Agreement, and to comply with applicable laws in the context of that individual’s duties to the Data Processor, ensuring that all such individuals are subject to confidentiality undertakings or professional or statutory obligations of confidentiality. ⑥

## 4. Security

- 4.1 Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing, as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, the Data Processor shall, in relation to the Personal Data, implement appropriate technical and organizational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1) of the GDPR. These include:
  - a) Security measures to protect the web servers holding the data
  - b) Security planning and measures in the programming of the eRevision website
  - c) Security of backup copies for recovery in the event of corruption or failure
  - d) User passwords are stored in encrypted format in an encrypted database
  - e) Internal training, procedures and periodic review of security measures

- 4.2 In assessing the appropriate level of security, the Data Processor shall take into account the risks that are presented by Processing, in particular those from a Personal Data Breach. ⑦

## 5. Sub Processing

The Data Processor shall not appoint (or disclose any Personal Data to) any Sub Processor unless required or authorized by the Company. The Data Processor has the Data Controller's general authorisation for the engagement of Sub Processors. The Data Processor shall inform in writing the Data Controller of any intended changes concerning the addition or replacement of Sub Processors at least 1 calendar month in advance, thereby giving the Data Controller the opportunity to object to such changes prior to the engagement of the concerned Sub Processor(s). The Data Processor must put in place a contract imposing the same GDPR Article 28 data protection obligations on its Sub Processors. The list of current Sub Processors is as follows: ③

Sub Processor	Service	Notes
Digital Ocean	Web hosting	Digital Ocean has ISO/IEC 27001:2013 Certification; see <a href="https://www.digitalocean.com/legal/certifications/">https://www.digitalocean.com/legal/certifications/</a> . Standard EU clauses are also included.
Sendinblue	Service emails	see <a href="https://www.sendinblue.com/legal/privacypolicy/">https://www.sendinblue.com/legal/privacypolicy/</a> . Standard EU clauses are also included.
Mailchimp	Service emails	<a href="https://mailchimp.com/about/security/">https://mailchimp.com/about/security/</a> . Standard EU clauses are also included.
Google Analytics	Website statistics	see <a href="https://support.google.com/analytics/answer/3379636?hl=en-GB&amp;utm_id=ad">https://support.google.com/analytics/answer/3379636?hl=en-GB&amp;utm_id=ad</a> . When processing Customer Personal Data imposes data protection obligations set out in GDPR Article 28(3) on its Sub Processors

## 6. Data Subject Rights

- 6.1 Taking into account the nature of the Processing, the Data Processor shall assist the Company by implementing appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Company's obligations, as reasonably understood by the Company, to respond to requests to exercise Data Subject rights under the Data Protection Laws. ⑨<sup>1of2</sup>
- 6.2 The Data Processor shall:
- promptly notify the Company if it receives a request from a Data Subject (Data Subject Access Request, SAR) under any Data Protection Law in respect of Personal Data; ⑨<sup>2of2</sup>
  - ensure that it does not respond to that request except on the documented instructions of the Company or as required by Applicable Laws to which the Data Processor is subject, in which case the Data Processor shall, to the extent permitted by Applicable Laws, inform the Company of that legal requirement before the Data Processor responds to the request.

## 7. Personal Data Breach

- 7.1 The Data Processor shall notify the Company without undue delay upon the Data Processor becoming aware of a Personal Data Breach affecting Personal Data, providing the Company with sufficient information to allow the Company to meet any obligations to report or inform Data Subjects of the Personal Data Breach under the Data Protection Laws.
- 7.2 Data Processor shall cooperate with the Company and take reasonable commercial steps as directed by the Company to assist in the investigation, mitigation and remediation of each such Personal Data Breach. ⑩<sup>1of3</sup>

## 8. Data Protection Impact Assessment and Prior Consultation

The Data Processor shall provide reasonable assistance to the Company with any data protection impact assessments which the Company reasonably considers to be required by Article 35 or 36 of the GDPR. ⑩<sup>2of3</sup>

**9. Deletion or Return of Personal Data**

If the Data Controller terminates this contract, the Data Processor will delete all personal data from its systems within 1 calendar month, apart from Backup Copies. Backup copies are deleted periodically as part of the backup destruction schedule. The Data Processor will periodically delete activity data more than 5 years old and users that have been inactive for more than 5 years. 10<sup>3of3</sup>

**10. Audit Rights**

- 10.1 The Data Processor shall make available to the Company on request all information necessary to demonstrate compliance with this Agreement, and shall allow for and contribute to audits, including inspections, by the Company or an auditor mandated by the Company in relation to Processing of the Personal Data by the Data Processor. 11
- 10.2 Unless granted elsewhere in this Agreement, the scope of information and audit rights of the Company under section 10.1 are limited to the extent required by Data Protection Law.

**11. Data Transfer**

If personal data processed under this Agreement is transferred from the area encompassing the UK and the European Economic Area (UK+EEA) to a country outside the UK+EEA, the Parties shall ensure that the Personal Data are adequately protected. To achieve this, the Parties shall, unless agreed otherwise, rely on EU-approved standard contractual clauses for the transfer of Personal Data.

**12. General Terms**

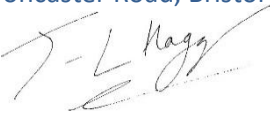
All notices and communications given under this Agreement must be in writing and will be delivered personally, sent by post or sent by email to the address or email address set out below or at such other address as notified from time to time by the Parties changing address.

**13. Governing Law and Jurisdiction**

This Agreement is governed by the laws of England. Any dispute arising in connection with this Agreement, which the Parties will not be able to resolve amicably, will be submitted to the exclusive jurisdiction of the courts of England and Wales, subject to possible appeal to the High Court in London.

IN WITNESS WHEREOF, this Agreement is entered into with effect from the date first set out below.

ZigZag Education ("Data Processor")  
 Unit 3, Greenway Business Centre, Doncaster Road, Bristol BS10 5PY, [privacy@ZigZagEducation.co.uk](mailto:privacy@ZigZagEducation.co.uk)  
 Name: John-Lloyd Hagger  
 Position: Partner  
 Date Signed: 12<sup>th</sup> November 2021



Organisation using eRevision ("Company", "Data Controller")

Organisation: \_\_\_\_\_

Correspondence address: \_\_\_\_\_

Name: \_\_\_\_\_ Position: \_\_\_\_\_

Signature: \_\_\_\_\_ Date signed: \_\_\_\_\_