GDPR Addendum

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1.0 DEFINITIONS

1.1 Data Controller or Controller, Data Subject, Personal Data and **Processing** shall bear the respective meanings given to them in the Data Protection Act 1998 and the GDPR (and **Process** shall be construed accordingly);

1.2 The GDPR means the General Data Protection Regulation 2016 (Regulation (EU) 2016/679)

1.3 Data Protection Law means the GDPR and any other legislation in force from time to time which implements the GDPR, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive (2002/58/EC), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003) and all Applicable Law in any jurisdiction relating to the processing or protection of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner or relevant supervisory authority from time to time.

2.0 DETAILS OF DATA PROCESSING

2.1 Subject Matter

The subject matter of the data processing is the Client data as defined in clause 1

2.2 Duration

The duration of the Processing shall be as instructed by the Client or until the relevant Services have been terminated or expire.

2.3 Purpose of Processing

The purpose of the data Processing is the provision of the Services pursuant to this Agreement.

2.4 Types of Personal Data
iSAMS processes Personal Data such as name, email address and date of birth. iSAMS also process sensitive personal data such as ethnic origin and religion.

2.5 **Categories of Data Subject**

Data Subjects include the Client's employees, suppliers, pupil's contacts, pupils and end-users of the Service.

3.0 OBLIGATIONS AND RIGHTS

3.1 **Compliance with Laws**

iSAMS and the Client will each comply with Data Protection Law.

In particular, the Client warrants and undertakes that:

(a)   it has obtained appropriate authority from all data subjects to whom it relates, or has provided them with the requisite information required under applicable Data Protection Law, to enable iSAMS to process the Personal Data in accordance with this Agreement; and

(b)   it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to iSAMS for the duration and purposes of this Agreement.

3.2 **Processing**

iSAMS will not Process Client Data other than to provide the Services, as instructed by the Client or as necessary to comply with law.

3.3 **Submit to Audits and Inspections**

iSAMS will:

a)   permit the Client to undertake an audit of iSAMS' records relating to the provision or the Services to the Client to confirm iSAMS' compliance with Data Protection Law provided that iSAMS is given at least 60 days' prior notice and provided.

b)   further that such audits shall not be performed more than once in any 12 month period (unless otherwise required by a supervisory authority).

c)   provide all information as reasonably requested by the Client to demonstrate that iSAMS has met their obligations pursuant to Data Protection Law; and

d)   advise the Client promptly if it becomes aware of any instruction given by the Client that does not comply with the GDPR or any other Data Protection Law.

3.4 **Cooperate with Supervisory Authorities**

iSAMS shall, where applicable, cooperate with the supervisory authorities and make any records, if requested, available for auditing purposes.

3.5 **Records of Processing Activities**

iSAMS shall keep and maintain records of all Processing activities in respect of provision of the Services in accordance with the requirements of Data Protection Law.

Transfer of Personal Data

iSAMS shall only transfer Personal Data of the Client outside the European Economic Area if it has ensured that adequate safeguards have been put in place (as required by Data Protection Law) to protect the rights of the Data Subjects to whom such Personal Data relates.

4.0 CLIENT INSTRUCTIONS

4.1 iSAMS will only process Personal Data in accordance with the documented instruction of the Client unless required to do so by law, in such a case, iSAMS will inform the Client of that legal requirement before processing, to the extent it is legally permitted to do so.

5.0 CONFIDENTIALTY

5.1 iSAMS shall ensure that persons Processing Personal Data for or on behalf of iSAMS are authorised and are subject to appropriate confidentiality, data protection and data security obligations.

6.0 SECURITY OF PROCESSING

6.1 iSAMS has implemented and maintains appropriate technical and organisational measures to ensure the security of processing, including as appropriate:

a) the pseudonymising and encryption of personal data;

b) the ability to ensure ongoing confidentiality, integrity, availability of processing systems and services.

c) the ability to restore the availability and access to personal data; and

d) the ability to regularly test, assess and evaluate the effectiveness of technical and operational measures.

7.0 SUB-PROCESSORS

7.1 The Client agrees that iSAMS may use subcontractors to fulfil its contractual obligations who will undertake Processing of Client Data ("Sub-Processors").
7.2 The iSAMS website lists Sub-Processors that are currently authorised by iSAMS to Process Client Data. At least 30 days before iSAMS authorises and permits any new Sub-Processor to Process Client Data, iSAMS will advise the Client and update the website.

7.3 iSAMS will

a) restrict the Sub-Processor's access to Client Data only to what is necessary to provide or maintain the Service;

b) enter into a written agreement with the Sub-Processor and will impose on the Sub-Processor contractual obligations consistent with those to which iSAMS is subject under this clause17; and

c) remain responsible to the Client for any acts or omissions of the Sub-Processor that cause iSAMS to breach any of iSAMS' obligations under this clause 17.

7.4 The Client may object to the appointment of a new Sub-Processor without prejudice to any termination rights the Client has under the Agreement and subject to the applicable terms and conditions.

8.0   ASSISTING THE CLIENT AND THE DATA SUBJECTS' RIGHTS

8.1 iSAMS will provide all information reasonably requested by the Client to assist the Client:

a) to meet the Client's obligations to advise data subjects and supervisory authorities of Personal Data breaches;

b) to comply with Data Subject access requests; and

c) to carry out data protection impact assessments (DPIA).

9.0   SECURITY BREACH NOTIFICATION

9.1 iSAMS will notify the Client of a Personal Data breach without undue delay after becoming aware of such a breach.

10.0   END OF CONTRACT PROVISIONS

10.1 Upon termination of this Agreement, iSAMS will delete or return all Personal Data to the Client as requested by the Client except to the extent any Personal Data is required to be retained by iSAMS under applicable law.

Change History Record

Issue	Description of Change	Approval	Date of Issue
1	Initial issue	Head of Service and Operations	20/09/2018