



Alef Education Data Protection Schedule

Effective: 29 March 2020

Version: 1.0

This data protection schedule applies to all service agreements, order forms and other terms and conditions relating to the provision of Services from Alef Education (referred to in this data protection schedule as “**the Contract**”).

The definitions given in the order form and applicable services terms and conditions shall apply to this Schedule. In the event of any conflict between the provisions of the applicable service agreements, order forms and other terms and conditions, the terms of this data protection schedule shall prevail.

This data protection schedule should also be read alongside:

- **Alef’s Approved Sub-processor List** as amended, updated or replaced from time to time which is available on the Alef Education website at <https://alefeducation.com/legal-files/ApprovedSub-ProcessorList.pdf> ; and
- **Alef Education’s Client Privacy Promise** as amended, updated or replaced from time to time which is available on the Alef Education website at www.alefeducation.com/privacy-promise.

1. Compliance with Data Protection Legislation

- 1.1. The parties agree that the Customer is a Controller and Alef Education is a Processor for the purposes of processing Personal Data pursuant to the Contract.
- 1.2. Alef Education shall process Personal Data under the Contract for the purposes set out in the table at the end of this data protection schedule (**Data Processing Activities**).
- 1.3. Alef Education shall, in providing the Services, comply with its Client Privacy Promise as amended, replaced and/or updated from time to time in accordance with the Client Privacy Promise which is available at <https://alefeducation.com/privacy-promise>
- 1.4. The Customer shall at all times comply with all Data Protection Legislation in connection with the processing of Personal Data.
- 1.5. The Customer shall ensure all instructions given by it to Alef Education in respect of Personal Data (including the terms of the Contract) shall at all times be in accordance with Data Protection Legislation. Nothing in the Contract relieves the Customer of any responsibilities or liabilities under any Data Protection Legislation.

- 1.6. The Customer acknowledges that Alef Education is reliant on the Customer for ensuring that the Authorised Users and other relevant third parties have been informed of, and have given their consent to, such use, processing and transfer of Personal Data as may be required by Data Protection Law. Consequently, except to the extent that Alef Education is in breach of its express obligations under the Contract, Alef Education will not be liable for any claim brought by a third party with respect to its use, processing and transfer of Customer Data in accordance with the Contract, and the Customer shall fully indemnify Alef Education against the same.
- 1.7. Alef Education shall process Personal Data in compliance with the obligations placed on it under Data Protection Legislation and the terms of the Contract.
- 1.8. The Customer shall indemnify and keep indemnified Alef Education against all losses, claims, damages, liabilities, fines, sanctions, interest, penalties, costs, charges, expenses, compensation paid to individuals whose Personal Data Alef Education has processed, demands and legal and other professional costs (calculated on a full indemnity basis and in each case whether or not arising from any investigation by, or imposed by, a regulator) arising out of or in connection with any breach by the Customer of its obligations under the Contract.

2. Instructions

- 2.1. Alef Education shall only process the Personal Data in accordance with the Contract, except to the extent that alternative processing instructions are agreed between the parties in writing or otherwise required by applicable law (and shall inform the Customer of that legal requirement before processing, unless applicable law prevents it doing so).
- 2.2. If Alef Education believes that any instruction received by it from the Customer is likely to infringe the Data Protection Legislation, it shall inform the Customer and be entitled to cease to provide the relevant Services until the parties have agreed appropriate amended instructions which are not infringing.

3. Data sharing

- 3.1. Alef Education may share Customer Data as follows:
 - 3.1.1. For the purpose of data storage in accordance with Alef Education's business requirements from time to time; and
 - 3.1.2. With its contractors and suppliers in order to provide the Services.

4. Security

- 4.1. Taking into account the state of technical development and the nature of processing, Alef Education shall implement and maintain appropriate technical and organisational measures set out in its

client Privacy Promise to protect the Personal Data against accidental, unauthorised or unlawful destruction, loss, alteration, disclosure or access.

- 4.2. The Customer shall be responsible for back-up of Customer Data. Notwithstanding the foregoing, in the event of any loss or damage to Customer Data cause by Alef Education, Alef Education shall use reasonable commercial endeavours to restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by Alef Education (if any).

5. Sub-processing and personnel

- 5.1. The Customer authorises the appointment of the sub-processors listed or referred to on Alef Education's website <https://alefeducation.com/legal-files/ApprovedSub-ProcessorList.pdf> (**Approved Sub-Processors**).
- 5.2. When Alef Education uses any Approved Sub-Processors, Alef Education shall ensure that:
 - 5.2.1. any agent, subcontractor or other third party are subject to an enforceable obligation of confidence with regards to the Personal Data;
 - 5.2.2. prior to the relevant Approved Sub-Processor carrying out any processing activities in respect of the Personal Data, appoint each sub-processor under a written contract containing materially the same obligations as under this Data Protection Schedule (including those relating to sufficient guarantees to implement appropriate technical and organisational measures) that is enforceable by Alef Education and ensure each such Approved Sub-Processor complies with all such obligations;
 - 5.2.3. remain fully liable to the Customer under the Contract for all the acts and omissions of each Approved Sub-Processor as if they were its own; and
 - 5.2.4. ensure that all persons authorised by Alef Education or any Approved Sub-Processor to process Personal Data are subject to a binding written contractual obligation to keep the Personal Data confidential.

6. Assistance

- 6.1. Alef Education shall (at the Customer's cost), assist the Customer in ensuring compliance with its obligations under applicable Data Protection Legislation taking into account the nature of the processing and the information available to Alef Education and taking into account the nature of the processing, assist the Customer (at the Customer's cost) (by appropriate technical and organisational measures), insofar as this is possible, for the fulfilment of the Customer's obligations to respond to requests from individuals' exercising their rights under applicable Data Protection Legislation in respect of any Personal Data.

7. International transfers

- 7.1. The Customer acknowledges that Alef Education may transfer or store the Personal Data outside the country where the Customer and the Authorised Users are located in order to carry out the Services and Alef Education's other obligations under the Contract. Alef Education shall only transfer or otherwise directly or indirectly disclose Personal Data to countries outside the country of origin of the Personal Data providing that appropriate safeguards are in place to the extent required by Data Protection Legislation to protect the Personal Data.

8. Audits and processing

- 8.1. Alef Education shall, to the extent required by Data Protection Legislation, make available to the Customer such information that is in its possession or control as is necessary to demonstrate Alef Education's compliance with the obligations placed on it under the Contract and to demonstrate compliance with the obligations on each party imposed under the applicable Data Protection Legislation.
- 8.2. Alef Education shall allow for and contribute to audits (at the Customer's cost), including inspections, by the Customer (or another auditor mandated by the Customer) for this purpose (subject to a maximum of one audit request in any 12-month period).

9. Breach

- 9.1. Alef Education shall where required to do so where required to do so by applicable Data Protection Legislation notify the Customer in writing on becoming aware of any Personal Data Breach in respect of any Personal Data by contacting the Customer using the details notified to Alef Education for this purpose from time to time.

10. Deletion/return

- 10.1. At the end of the provision of the Services Alef Education shall comply with the provisions of section 12 of the Client Privacy Promise (Data retention and requests for deletion).

Summary of data processing activities

Subject-matter of processing	Please see section 3 of the Client Privacy Promise (The data we collect about our clients and their end users).
Duration of the processing	For the duration of the provision of the services, after which time we will delete the data in accordance with section 12 of the Client Privacy Promise (Data retention and requests for deletion).
Nature and purpose of the processing	Please see section 3 of the Client Privacy Promise (The data we collect about our clients and their end users), section 5 of the Client Privacy Promise (How is the personal data collected?) and section 6 of the Client Privacy Promise (Purposes for which we use personal data).
Type of Personal Data	Please see section 3 of the Client Privacy Promise (The data we collect about our clients and their end users).
Categories of individuals	Alef's clients, teachers, students and parents.
Country to which the Personal Data will be transferred to	Please see section 10 of the Client Privacy Promise (International transfers).
Details of Approved Sub-processors	Please see Alef's Approved Sub-processor List which is available on the Alef Education website at https://alefeducation.com/legal-files/ApprovedSub-ProcessorList.pdf