



DATA PROCESSING AGREEMENT:

NURSERY TO RECEPTION TRANSITION PORTAL

THIS AGREEMENT IS MADE ON THE DAY OF

PARTIES

This Data Processing Agreement (the "Agreement") is entered into between:

- (1) **SCHOOL TRANSITION LIMITED** incorporated and registered in England and Wales with company number 12628745 whose registered office is at St Peters House, Mansfield Road, Derby, England, DE1 3TP (the "**Supplier**"); and
- (2) **THE ORGANISATION** using the services provided by School Transition (the "**Organisation**") whose details are set out at the end of this Data Processing Agreement.

RECITALS

- (A) The Supplier is in the business of providing an online platform to assist in the transfer of student data.
- (B) The Organisation wishes the Supplier to provide the Services and process data under the terms, requirements and conditions specified in this Data Processing Agreement. This Agreement contains the mandatory clauses required by Article 28(3) of the General Data Protection Regulation ((EU) 2016/679) for contracts between controllers and processors.

AGREED TERMS:

1. DEFINITIONS AND INTERPRETATIONS

The following definitions and rules of interpretation apply in this Agreement.

a. Definitions:

"Authorised Persons"	the persons or categories of persons that the Organisations authorises to give School Transition personal data processing instructions which shall be all persons with a login to School Transition under the Organisation's account.
"Business Purposes"	The Supplier is in the business of providing an online platform to assist in the transfer of student data.
"Data Subject"	an individual who is the subject of Personal Data.
"Data Protection Legislation"	Data Protection Legislation: all applicable privacy and data protection laws including the General Data Protection Regulation ((EU) 2016/679) and any applicable national implementing laws, regulations and secondary legislation in England and Wales relating to the processing of Personal Data and the privacy of electronic communications, as amended, replaced or updated from time to time, including the Privacy and Electronic

Communications Directive (2002/58/EC) and the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2003/2426).

"GDPR"

means General Data Protection Regulation ((EU) 2016/679).

"Personal Data"

means any information relating to an identified or identifiable natural person that is processed by School Transition as a result of, or in connection with, the provision of the services under the Master Agreement; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

"Personal Data Breach"

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.

" Processing, processes and process "

either any activity that involves the use of Personal Data or as the Data Protection Legislation may otherwise define processing, processes or process. It includes any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, School Transition – Data Processing Terms organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction. Processing also includes transferring Personal Data to third parties

"Effective Date"

has the meaning given in clause 2.1.

"Initial Term"

has the meaning given in clause 2.1.

"Intellectual Property Rights"

means patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim

priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

“Online Platform”

means the online Transition Portal provided by the Supplier as a means to transfer student data.

“Standard Contractual Clauses (SCC)”

the European Commission's Standard Contractual Clauses for the transfer of Personal Data from the European Union to processors established in third countries (controller-to-processor transfers), as set out in the Annex to Commission Decision 2010/87/EU.

- 1.1. Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.
- 1.2. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.3. The Annex forms part of this Agreement and will have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Annex.
- 1.4. A reference to a **company** or **organisation** shall include any company, organisation, corporation or other body corporate, wherever and however incorporated or established.
- 1.5. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7. This agreement shall be binding on, and ensure to the benefit of, the parties to this agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.8. A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.9. A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.10. A reference to **writing** or **written** includes email.
- 1.11. Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.12. A reference to **this agreement** or to any other agreement or document referred to in this agreement is a reference of this agreement or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of this agreement) from time to time.

- 1.13. References to clauses and Schedules are to the clauses and Schedules of this agreement and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.14. Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.15. any of the provisions of this Agreement and any executed SCC, the provisions of the executed SCC will prevail.

2. COMMENCEMENT AND DURATION

- 2.1 This agreement shall commence on Monday 11th March 2024 ("Effective Date") and shall continue for a period of one year from the Effective Date ("Initial Term"). Upon the expiry of the Initial Term, this Agreement shall thereafter automatically renew for periods of one year ("Additional Term"), unless at least 60 days prior to the expiry of the Initial Term or thereafter the expiry of each Additional Term, either party gives notice in writing to the other of its intention to terminate the Agreement.
- 2.2 The Supplier shall provide the Services to the Customer in accordance with this agreement from Monday 11th March 2024.

3. PERSONAL DATA TYPES AND PROCESSING PURPOSES

- 3.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 3 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.
- 3.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Organisation is the data controller and the Supplier is the data processor (where Data Controller and Data Processor have the meanings as defined in the Data Protection Legislation. Annex A sets out the scope, nature and purpose of processing by the Supplier, the duration of the processing and the types of Personal Data and categories of Data Subject (both as defined in the Data Protection Legislation).
- 3.3 Without prejudice to the generality of clause 3.1, the Organisation will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Supplier for the duration and purposes of this agreement.
- 3.4 The Organisation must ensure that any data entered is entirely accurate. The Organisation takes full responsibility in the accuracy of the data provided in the upload stage and for data entered onto the Transition Portal.
- 3.5 Either party may, at any time on not less than 30 days' notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to this agreement).

4. SUPPLIER'S OBLIGATIONS

- 4.1 Without prejudice to the generality of clause 3.1, the Supplier shall, in relation to any Personal Data processed in connection with the performance by the Supplier of its obligations under this agreement:
 - 4.1.1 School Transition will only process the Personal Data to the extent, and in such a manner, as is necessary for the Business Purposes and otherwise in accordance with the Organisation's written instructions. School Transition will not process the Personal Data for any other purpose or in a way that does not comply with this Agreement or the Data Protection Legislation. School Transition shall promptly notify the Organisation if, in its opinion, any instruction from the Organisation or any of its Users would not comply with the Data Protection Legislation.
- 4.2 School Transition must promptly comply with any Organisation request or instruction requiring School Transition to amend, transfer, delete or otherwise process the Personal Data, or to stop, mitigate or remedy any unauthorised processing.
- 4.3 School Transition will maintain the confidentiality of all Personal Data and will not disclose Personal Data to third parties unless the Organisation or this Agreement specifically authorises the disclosure, or as required by law. If a law, court, regulator or supervisory authority requires School Transition to process or disclose Personal Data, School Transition must first inform the Organisation of the legal or regulatory requirement and give the Organisation an opportunity to object or challenge the requirement, unless the law prohibits such notice
- 4.4 School Transition will reasonably assist the Organisation with meeting the Organisation's compliance obligations under the Data Protection Legislation, taking into account the nature of School Transition's processing and the information available, including in relation to Data Subject rights, data protection impact assessments and reporting to and consulting with supervisory authorities under the Data Protection Legislation.
- 4.5 School Transition must promptly notify the Organisation of any changes to Data Protection Legislation that may adversely affect School Transition's performance of the Data Processing Agreement
- 4.6 School Transition must maintain complete and accurate records and information to demonstrate its compliance with this clause 4.
 - i. School Transition agrees to maintain a record of processing activities of personal data under its responsibility, in accordance with Article 30 of GDPR legislation.

5. SCHOOL TRANSITION'S EMPLOYEES

- 5.1 School Transition will ensure that all employees:

- i are informed of the confidential nature of the Personal Data and are bound by confidentiality obligations and use restrictions in respect of the Personal Data;
- ii have undertaken training on the Data Protection Legislation relating to handling Personal Data and how it applies to their particular duties
- iii are aware both of School Transition's duties and their personal duties and obligations under the Data Protection Legislation and this Agreement.

5.2 School Transition will take reasonable steps to ensure the reliability, integrity and trustworthiness of and conduct background checks consistent with applicable law on all of School Transition's employees with access to the Personal Data.

6. SECURITY

6.1 School Transition must at all times implement appropriate technical and organisational measures against unauthorised or unlawful processing, access, disclosure, copying, modification, storage, reproduction, display or distribution of Personal Data, and against accidental or unlawful loss, destruction, alteration, disclosure or damage of Personal Data.

6.2 School Transition must implement such measures to ensure a level of security appropriate to the risk involved, including as appropriate:

- i the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
- ii the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident; and
- iii a process for regularly testing, assessing and evaluating the effectiveness of security measures.

6.3 Organisations must ensure that any data downloaded from the Transition Portal is stored securely in line with their Organisation's Data Protection Policy. School Transition accept no liability for the breach of data following its download from the Transition Portal.

6.4 School Transition shall contract with a third-party vendor to perform a penetration test on the application on an annual basis to identify risks and remediation that help increase security.

7. PERSONAL DATA BREACH

7.1 School Transition will promptly and without undue delay notify the Organisation if any Personal Data is lost or destroyed or becomes damaged, corrupted, or unusable. School Transition will restore such Personal Data at its own expense.

7.2 School Transition will as soon as reasonably practical and without undue delay notify the Organisation if it becomes aware of any accidental, unauthorised or unlawful processing of the Personal Data; or Personal Data Breach.

- 7.3 School Transition will proactively monitor their systems to identify potential breaches of Data.
- 7.4 Where School Transition becomes aware of (a) and/or (b) above, it shall, without undue delay, also provide the Organisation with the following information:
- i description of the nature of (a) and/or (b), including the categories and approximate number of both Data Subjects and Personal Data records concerned;
 - ii the likely consequences; and
 - iii description of the measures taken, or proposed, to be taken to address (a) and/or (b) including measures to mitigate its possible adverse effects.
- 7.5 Immediately following any unauthorised or unlawful Personal Data processing or Personal Data Breach, the parties will co-ordinate with each other to investigate the matter. School Transition will reasonably co-operate with the Organisation in the Organisation's handling of the matter, including:
- i assisting with any investigation;
 - ii providing the Organisation with physical access to any facilities and operations affected;
 - iii facilitating interviews with School Transition's employees, former employees and other involved in the matter;
 - iv making available all relevant records, logs, files, data reporting and other materials required to comply with all Data Protection Legislation or as otherwise reasonably required by the Organisation; and
 - v taking reasonable and prompt steps to mitigate the effects and to minimise any damage resulting from the Personal Data Breach or unlawful Personal Data processing.
- 7.6 School Transition will not inform any third party of any Personal Data Breach without first obtaining the Organisation's prior written consent, except when required to do so by law.
- 7.7 School Transition agrees that the Organisation has the sole right to determine:
- i whether to provide notice of the Personal Data Breach to any Data Subjects, supervisory authorities, regulators, law enforcement agencies or others, as required by law or regulation or in the Organisation's discretion, including the contents and delivery method of the notice; and
 - ii whether to offer any type of remedy to affected Data Subjects, including the nature and extent of such remedy.

8. CROSS-BORDER TRANSFERS OF PERSONAL DATA

- 8.1 School Transition (or any subcontractor) must not transfer or otherwise process Personal Data outside the United Kingdom (UK) or European

Economic Area (EEA) without obtaining the Organisation's prior written consent.

- 8.2 Where such consent is granted, School Transition may only process, or permit the processing, of Personal Data outside the UK or EEA under the following conditions:
- i School Transition is processing Personal Data in a territory which is subject to a current finding by the European Commission under the Data Protection Legislation that the territory provides adequate protection for the privacy rights of individuals; or
 - ii School Transition participates in a valid cross-border transfer mechanism under the Data Protection Legislation, so that School Transition (and, where appropriate, the Organisation) can ensure that appropriate safeguards are in place to ensure an adequate level of protection with respect to the privacy rights of individuals as required by Article 46 of the General Data Protection Regulation ((EU) 2016/679); or
 - iii the transfer otherwise complies with the Data Protection Legislation.
- 8.3 If any Personal Data transfer between the Organisation and School Transition requires execution of SCC in order to comply with the Data Protection Legislation (where the Organisation is the entity exporting Personal Data to School Transition outside the UK or EEA), the parties will complete all relevant details in, and execute SCC, and take all other actions required to legitimise the transfer.
- 8.4 If the Organisation consents to the appointment by School Transition of a subcontractor located outside the UK or EEA in compliance with the provisions of clause 8, then the Organisation authorises School Transition to enter into SCC with the subcontractor in the Organisation's name and on its behalf. School Transition will make the executed SCC available to the Organisation on request.

9. SUBCONTRACTORS

- 9.1 Without prejudice to the generality of clause 3.1, the Supplier shall, in relation to any Personal Data processed in connection with the performance by the Supplier of its obligations under this agreement:
- i the Organisation is provided with an opportunity to object to the appointment of each subcontractor within 30 days after School Transition supplies the Organisation with full details regarding such subcontractor;
 - ii School Transition enters into a written contract with the subcontractor that contains terms substantially the same as those set out in this Agreement, in particular, in relation to requiring appropriate technical and organisational data security measures, and, upon the Organisation's written request, provides the Organisation with copies of such contracts;

- iii School Transition maintains control over all Personal Data it entrusts to the subcontractor; and
 - iv the subcontractor's contract terminates automatically on termination of this Agreement for any reason.
- 9.2 Those subcontractors set out in Annex A are deemed approved by the Organisation as at the commencement of this Agreement.
- 9.3 Where the subcontractor fails to fulfil its obligations under such written agreement, School Transition remains fully liable to the Organisation for the subcontractor's performance of its agreement obligations.

10. COMPLAINTS, DATA SUBJECT REQUESTS AND THIRD PARTY RIGHTS

- 10.1 School Transition must take such technical and organisational measures as may be appropriate, and promptly provide such information to the Organisation as the Organisation may reasonably require, to enable the Organisation to comply with:
- i the rights of Data Subjects under the Data Protection Legislation, including subject access rights, the rights to rectify and erase personal data, object to the processing and automated processing of personal data, and restrict the processing of personal data; and
 - ii information or assessment notices served on the Organisation by any supervisory authority under the Data Protection Legislation.
- 10.2 School Transition must notify the Organisation immediately if it receives any complaint, notice or communication that relates directly or indirectly to the processing of the Personal Data or to either party's compliance with the Data Protection Legislation.
- 10.3 School Transition must notify the Organisation within 5 working days if it receives a request from a Data Subject for access to their Personal Data or to exercise any of their related rights under the Data Protection Legislation.
- 10.4 School Transition will give the Organisation its full co-operation and assistance in responding to any complaint, notice, communication or Data Subject request.
- 10.5 School Transition must not disclose the Personal Data to any Data Subject or to a third party other than at the Organisation's request or instruction, as provided for in this Agreement or as required by law.
- 10.6 School Transition shall submit to audits and inspections and provide the controller with whatever information it needs to ensure that they are both meeting their obligations.

11. TERM AND TERMINATION

- 11.1 This Agreement will remain in full force and effect so long as:

- i School Transition retains any Personal Data related to the Data Processing Agreement in its possession or control (Term).

11.2 Any provision of this Agreement that expressly or by implication should come into or continue in force on or after termination of the Agreement in order to protect Personal Data will remain in full force and effect.

11.3 If a change in any Data Protection Legislation prevents either party from fulfilling all or part of its Master Agreement obligations, the parties will suspend the processing of Personal Data until that processing complies with the new requirements. If the parties are unable to bring the Personal Data processing into compliance with the Data Protection Legislation within one calendar month, they may terminate the Agreement on written notice to the other party.

12. DATA RETURN AND DESTRUCTION

12.1 At the Organisation's request, School Transition will give the Organisation a copy of, or access to, all or part of the Organisation's Personal Data in its possession or control in the format and on the media reasonably specified by the Organisation.

12.2 On termination of the Data Processing Agreement for any reason or expiry of its term, School Transition will securely delete or destroy or, if directed in writing by the Organisation, return and not retain, all or any Personal Data in respect of Pupils related to this Agreement in its possession or control.

12.3 If any law, regulation, or government or regulatory body requires School Transition to retain any documents or materials that School Transition would otherwise be required to return or destroy, it will notify the Organisation in writing of that retention requirement, giving details of the documents or materials that it must retain, the legal basis for retention, and establishing a specific timeline for destruction once the retention requirement ends.

13. AUDIT

13.1 If a Personal Data Breach occurs or is occurring, or School Transition becomes aware of a breach of any of its obligations under this Agreement or any Data Protection Legislation, School Transition will:

- i promptly conduct an audit to determine the cause;
- ii produce a written report that includes detailed plans to remedy any deficiencies identified by the audit;
- iii provide the Organisation with a copy of the written audit report; and
- iv remedy any deficiencies identified by the audit as soon as reasonably practical.

14. WARRANTIES

14.1 School Transition warrants that:

- i its employees, subcontractors, agents and any other person or persons accessing Personal Data on its behalf are reliable and trustworthy and have received the required training on the Data Protection Legislation relating to the Personal Data;
- ii it and anyone operating on its behalf will use reasonable endeavours to process the Personal Data in compliance with the Data Protection Legislation;
- iii It has no reason to believe that the Data Protection Legislation prevents it from providing any of the contracted services; and
- iv considering the current technology environment and implementation costs, it will take appropriate technical and organisational measures to prevent the unauthorised or unlawful processing of Personal Data and the accidental loss or destruction of, or damage to, Personal Data, and ensure a level of security appropriate to:
 - a. the harm that might result from such unauthorised or unlawful processing or accidental loss, destruction or damage;
 - b. the nature of the Personal Data protected; and
 - c. comply with all applicable Data Protection Legislation and its information and security policies, including the security measures required in clause 5a.

14.2 The Organisation warrants that School Transition's expected use of the Personal Data for the Business Purposes and as specifically instructed by the Organisation will comply with the Data Protection Legislation.

14.3 School Transition shall indemnify the customer against any liability, costs, expenses, losses, claims or proceedings whatsoever arising for breach of contract.

15. NOTICES

15.1 A notice given to a party under or in connection with this agreement shall be in writing and shall be delivered by hand or sent by pre-paid first-class post, recorded delivery or special delivery in each case to that party's address, or sent by email to that party's email address, in each case as specified in the User Creation Form (or to such other postal address or email address as that party may notify to the other party in accordance with this agreement).

15.2 The postal addresses and email addresses for service of notices are:

- i In the case of the Supplier:
 - address: its registered office address for the time being; and
 - e-mail address: enquiries@schooltransition.co.uk
- ii In the case of the Customer:
 - address: its registered office address for the time being; and
 - e-mail address: as set out in the completed User Creation Form

15.3 Any notice or communication shall be deemed to have been received:

- i if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;
- ii if sent by pre-paid first-class post or other next Business Day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service.
- iii if sent by email, at the time of transmission.

15.4 This clause does not apply to the service of any proceedings or any documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

16. GOVERNING LAW

16.1 This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

17. JURISDICTION

17.1 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

18. CONSENT TO THIS AGREEMENT

18.1 By signing this Agreement, each of School Transition and the Organisation agrees to be bound by this Agreement in its entirety.

ANNEX A Processing, Personal Data and Data Subjects
NURSERY TO RECEPTION TRANSITION PORTAL

Description	Details
Subject matter of the processing	Transfer of children's data between organisations to support their transition to school. Processing of user data to allow School Transition to fulfil their services.
Duration of the processing	Data will only be retained for as long as is necessary for the needs of organisations utilising the Transition Portal services and never beyond the duration of our Data Processing Agreement with organisations. This includes subsequent, consecutive Data Processing Agreements. Upon expiry of our final Data Processing Agreement, data will be securely deleted.
Nature and purposes of the processing	<p>The personal data of the data subjects (children) is provided to us by the organisations using the Transition Portal. We receive information from the following sources in the following scenarios:</p> <ul style="list-style-type: none"> • Early Years' provider users provide details of children due to start school in the September of the following academic year including: the child's first name, surname, date of birth, gender, first line of address and postcode. This creates a unique record for the child. • Early years' settings continue to add key information to support transition and ensure that schools have the relevant knowledge of children, as outlined in the types of personal data we collect. • Following confirmation of reception place allocations for children starting school, Plymouth City Council update the Transition Portal with admissions information, including: <ul style="list-style-type: none"> - destination school - children's information: first name, surname, date of birth, gender, application reference number and UPN - Parental contact and address details to be shared with the destination school • Plymouth City Council then continue to update school destinations on the Transition Portal as places are changed for children following National Offer Day.

	<ul style="list-style-type: none"> Children's data will not be released to destination schools until their school place has been accepted, as per Plymouth City Council's admissions process, or until the second round of allocations takes place. <p>Further processing of the data will be undertaken by agreed, named, third parties, such as, but not limited to, Link ICT Services Limited. Details of these sub processors will be made available on the School Transition website here and any updates to the list of agreed sub processors will communicated to users of the Transition Portal.</p>
Type of Personal Data	<p>The following types of children's personal data will be processed:</p> <ul style="list-style-type: none"> Personal information (such as, but not limited to, name, date of birth, address, early years' provider, school destination, parental contact details) Photographs of children to support recognition by their new school Characteristics (such as, but not limited to, ethnicity, language, nationality, country of birth, funding eligibility) Attendance information (such as, but not limited concerns around absences and absence reasons) Learning information (such as, but not limited to, practitioner comments around areas of learning) Relevant medical information (including but not limited to allergies, medical conditions) Special Educational Needs information Behaviour and social information Safeguarding information (such as, but not limited to, involvement of other agencies) <p>The following information may also be held for parents/carers of children starting school:</p> <ul style="list-style-type: none"> Contact information (such as, but not limited to, address, email address, telephone number) <p>The following personal data will be held for users of the Transition Portal:</p> <ul style="list-style-type: none"> Personal information (such as name, job title, email address, employment, IP address, Session IDs) Interactions between Transition Portal Users and School Transition Limited, such as support tickets raised or queries made with our support team

	<ul style="list-style-type: none"> Information collected automatically relating to the Transition Portal to include information eg a user's IP address, device type, unique device identification numbers and login information, browser-type and version, time zone setting, operating system and platform, broad geographic location (e.g. country or city-level location) and other such technical information
Categories of Data Subject	The data subjects include and are limited to children starting school; staff members using the Transition Portal; parents of children starting school.
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	<p>Pupil and parental data will only be available until 31st October of the same year the child starts school, after which the data will be securely deleted from our systems.</p> <p>We will retain individual user data for as long as the active relationship lasts with your organisation.</p>

ANNEX B -

Personal Data Processing Purposes and Details:

- Subject matter of processing: performance of the services set out in the Data Processing Agreement.
- Duration of Processing: the term of the provision of services as set out in the Data Processing Agreement.
- Personal Data Categories: as defined in the Data Processing Agreement.
- Data Subject Types: Pupils of the Organisation and Users.

Approved Subcontractors and Sub processors:

School Transition refer to third parties that do not have access to or process data but who are otherwise used to provide the services as "sub-contractors" and not sub-processors.

Sub-processors for School Transition are listed below:

Amazon Web Services: The School Transition application, infrastructure and databases are hosted on Amazon's servers and the encrypted, dedicated servers at their EU datacentre.

Microsoft: Information is securely stored by Microsoft, a Cloud Provider.

Google Analytics; Google Analytics is the analytics provider that we use to provide us with website statistics relating to which School Transition features you have used. We use this information so we can improve and optimise your experience when using School Transition.

Link ICT Services Limited: Access to user information to support users in accessing the Transition Portal.

Additional sub processors: Further processing of the data may be undertaken by agreed, named, third parties, subject to acceptance by organisations accessing the Transition Portal. Details of these sub processors will be made available on the School Transition website [here](#) and any updates to the list of agreed sub processors will communicated to users of the Transition Portal.

Data Sharing:

To support the engagement by early years' providers and schools and the implementation of the Transition Portal in the Plymouth area, the following information may be shared with the Early Years South West Stronger Practice Hub and Plymouth City Council:

- Contact information for users of the Transition Portal
- Engagement information, this may include whether an early years' provider or school are signed up to use the portal, if they have added children to the portal and form completion progress
- Statistical information relating to number of users and children added to the portal.

No children's personal information would be shared with the Stronger Practice Hub or Plymouth City Council.

**Data Retention:**

Children's data will only be available until 31st October of the same year the child starts school, after which the data will be securely deleted from our systems.

We will retain individual user data for as long as the active relationship lasts with your organisation.