

Provider	GDPR Compliant:	Notes:	Reviewed by and when:
<b>2Simple (Purple Mash and 2Build a Profile)</b>	N	Various issues with terms (allows 2Simple to make international transfers, appoint unnamed or identified subcontractors, caps liability at service fee, requires notice of breach within 48hours). Could be compliant if NBS suggested amendments accepted by 2Simple.	Natalie Baldwin, May 18
<b>3P Learning (Spellodrome, Mathletics, Readwriter, Matheseeds Reading Eggs and World Education)</b>	N	Awaiting full T's and C's as the ones on the website are general and do not mention GDPR requirements especially around subprocessors and data transfers. <b>If any School has these please forward to DPO Team</b>	John Brown, August 2018
<b>Abacus Bug Club - Pearson</b>	see comments	Should be amended: clause 7.8 authorises the engagement of affiliates as sub processors. 7.10 states you permit EEA data transfers which is fine and data transfers outside the EEA if they comply with data protection laws- given the uncertainty with the privacy shield it would be better to amend this clause to not permit data transfers outside the EEA without your express permission. 10.3 limits liability to £500. clause 11 should have a clause in asking them to delete your data within so many days of the termination of the contract.	Tanya Rossington, July 2018
<b>Active Learn</b>	Y	just need to be aware that at clause 10.3 they are limiting their liability to £500	Tanya Rossington, July 2018
<b>Anthony Conlin (The School Data Company)</b>	N	SLA Agreement for 'Data Services' reviewed. Does not contain any data protections provisions at all. Schools should use template data processing agreement.	Natalie Baldwin, August 2018
<b>Artsaward, St Johns College</b>	Y		Tanya Rossington, July 2018
<b>Audible</b>	N	no clear terms on the website so it is unclear whether any personal data is uploaded. The app says it may collect data but doesn't say it must collect data. But what it does say is that any comments you post may be shared and can be used by the app. The privacy notice mentions using third parties but doesn't say who they are or where they are located i.e within or outside the EEA	Tanya Rossington, July 2018

**Key:**  
**Red = Currently under review by DPO Team**

<b>Big Classroom</b>	Y	they have now amended their terms to mention GDPR requirements	Tanya Rossington, July 2018
<b>BioStore</b>	See Comments	Schools will need to carry out PIA before use. Schools who have a data processing agreement in place between BioStore, the Council and the School can continue using the system. Schools waiting to go live may be delayed as BioStore are now refusing to sign the data processing agreement and are wanting a complete overhaul of contractual documentation. Updates will be provided as and when available.	Natalie Baldwin, August 2018
<b>Book Creator for Ipad</b>	Y	Note that the terms of the app at clause 2.4.2 require you to have parental consent. The only other thing to note is that the data is held in google clouds in the US which is ok at the moment but if the privacy shield is suspended wef 1.9.18 will cause problems.	Tanya Tossington, July 2018
<b>Capita</b>	Y		Andrew Hall, July 2018
<b>Charanga</b>	Y	The only thing to question is data retention , under Part B retention, they are keeping teaching data for 3 years after the end of the agreement and student data for 18 months	Tanya Rossington, May 18
<b>Childnet Digital Leaders</b>	See comments	Childnet's Privacy Notice states that that they will retain your data for one year and then they delete it. It also states they may also use images with consent for a further three years. As the data processor they must comply with the instructions of the data controller around retention / deletion of personal data. It is therefore for schools to specify to them how long data should be kept for retained for after an individual has left the program. Schools will require a copy of Childnet's terms and conditions , which will need to be reviewed to establish whether or not they com	Andrew Hall, July 2018
<b>Class Dojo</b>	Y	Schools will need consent.	Simon Ward, May 2018

<b>Clennell Education</b>	see comments	Their Privacy Notice states they may share your details with other training providers with the consent of the school to protect the personal data they share with other providers. They do not specify who the other providers are, or the controls they have in place to protect personal data that may be shared - more info required. We have not received any terms and conditions for review. We suggest schools complete the the data processing agreement we have drafted and send it to Clennell and ask them to sign and return it.	Andrew Hall, July 18
<b>Click teaching</b>	Y	Click teaching are a data controller for the purposes of personal data of teaching staff collected via their website . This means they are responsible and accountable for the personal data that your staff provide to their website when subscribing using their services. They state in their privacy policy how they store, manage and process personal data when using their services. This all seems above board but I would advise schools to draw their privacy policy to the attention of staff, so they are aware how their personal information will be used stored etc.	Andrew Hall, July 2018
<b>Cool Milk</b>	see comments	Cool Milk's privacy statement provides they are data controller, however they are a data processor in respect of the personal data they process about pupils on behalf of school i.e. names and dates of birth of children registered by the school. The privacy statement sets out their commitment to schools as data processor, which is reassuring, but it is not legally binding. We therefore suggest schools use the data processing agreement we have previously supplied.	Andrew Hall, July 2018
<b>Contact Group</b>	Y		Simon Ward, May 2018
<b>Connected It</b>	Y		Tanya Rossington, May 2018
<b>CRB Cunninghams</b>	Y	Please ensure you sign up to their Data Processing Addendum. Note that liabilities capped in accordance with main agreement - this may be a lower amount than any potential fines from the ICO	Natalie Baldwin, September 2018
<b>C-Poms (Meritec)</b>	Y	Terms permit changes to sub-processors from the list. Schools need to be notified if they are adding any more and agree to those sub-processors being used. Schools will also need to know exactly what 'Valid Transfer Mechanism' CPOMS would put in place with sub-processors. Cpoms have now confirmed they do not use sub processors or do data transfers outside EEA	Simon Ward, May 2018

<b>Creative Blogs UK Ltd</b>	see comments		Waiting for full copy of terms. <b>If any school has these please send to the DPO team</b>	John Brown, August 2018
<b>G Suite - edu google processing amendment)</b>	(Data)	N	<p>Throughout the agreement they refer to European Data Protection legislation and non European Data Protection legislation GDPR is only mentioned a few times. It is better to have certainty so that is there is ever a contractual dispute there can be no argument over what was meant by both parties. Remember we are coming out of the European Economic Area next May.It would be better to mention the GDPR and Data Protection Act 2018. These references start around clause 4.1 then there can be no misunderstanding over what parties meant.</p> <p>Clause 7.2.1 mentions that they will report data breaches promptly , but because you only have potentially 72 hours to report a breach to the Information Commissioner it would be better to ask them to report data breaches to you promptly but no later than 24 hours.</p> <p>Clause 7.5.2 should mention the Data Protection Act 2018</p> <p>Clause 9.1 You need to specify a timescale as you only have 30 days in which to comply ( you can extend by another two months but have to say so within 1 month), so I would recommend putting in a timescale by which they will help you comply i.e 15 days.</p> <p>Clause 10.1 is giving them an unreserved right to do data transfers outside the EEA without your express written consent. You really ought not to agree to that as you have to inform data subjects if their data will be transferred outside the EEA and obtain their consent. Google have a server in Dublin which is within the EEA, I would recommend that you specify that your data should be held</p>	Tanya Rossington, July 2018
<b>Doublestruck (Exampro, Testbase and alfiecloud)</b>		Y	generally ok , however provisions which should be in the mai agreement or an addendum to it are just in the privacy policy such as data tarnsfers outside the EEA and use fo sub processors, they should really be an addedum to the mian terms and conditions	Tanya Rossington, July 2018
<b>Depth of Learning (Chris Quigley)</b>		Y	depth of learning is ok, but the company have said that they do not have any standard terms and conditions and that not all of their apps collect or process personal data, it depends upon which ones you have purchased as there are different terms for each one. They have clarified that data is held within the servers in the UK . We would need to see all the different agreements you have with them.	Tanya Rossington, July 2018
<b>edublogs</b>	see comments		this depends on which level of service you have signed up to and whether parents sign up themselves or you upload the data we need to see the terms of your specific agreements as there are a number of different levels	Tanya Rossington

<b>Education Endowment Foundation (First Thing Music project)</b>	N	The identity of the data controller(s) for the purposes of the project requires clarification. Privacy Impact assessment and and copies of data sharing agreements requested by one school from the Behaviorial Institue have not been forthcoming.	Andrew Hall, July 2018
<b>Education City</b>	see comments	You need to check which product you are using if it is just Education City that data is stored on UK servers and that is ok. If you use Edmentum the data is stored in America and extra controls need to be in place. There has just been a call by Civil liberties to get the EU-US privacy shield suspended as it fails to provide sufficient protection for the data of EU citizens. Clause 5.2 is limiting liability to the fee you have paid the previous 12 months. You also want a clause in about not using sub processors without your consent and about them notifying you within 24 hours of a data breach	Tanya Rossington, May 18
<b>Eduspot (incorporating Teachers2Parets Ltd, Edusoft Ltd, BehaviourWatchLtd, SmartPayments Ltd and Schoolswire Ltd)</b>	see comments	<p>This has a number of issues</p> <p>They have limitations on liability in the master agreement which they seek to reply on in the DPA they cannot limit liability for any breach as a Processor</p> <p>The main agreement should in 2 clauses say liability "save for any GDPR Obligations" is limited</p> <p>Their should not be limitations in the DPA</p> <p>They say they will be using sub-processors outside the EEA up to the school to agree or not</p> <p>I am also worried that they will not inform you of new sub-processors you have to look at their website - they should notify you so you don't miss the objection period</p>	John Brown, July 2018
<b>EduFocus (Evolve)</b>	Y	Contract Variation Documents reviewed - GDPR compliant. Havent seen terms for new customers. If you are signing up to EduFocus as a new customer, please send terms provided to you by Evolve to DPO team for review.	Natalie Baldwin, September 2018

Natalie Baldwin, August 2018

<b>EduKey</b>	N	Software Terms and Conditions reviewed. Does not contain any data processing provisions. Schools should use template data processing agreement produced by DPO team.	
---------------	---	--	--

**E-Pep (Welfare Call)**

Andrew Hall currently reviewing

<b>EEXAT</b>	Y	One school has received a Variation Agreement from EEXATT containing new GDPR Terms which replace the existing data protection clauses in the main agreement. The Variation Agreement and Annex 1 is compliant with the GDPR data controller data processor requirements. All Schools currently using EEXAT should make sure they receive and agree to this Variation. Schools wanting to use the system as a new system need to send any documents they receive from EEXATT to the DPO team for review.	Andrew Hall, June 18
--------------	---	--	----------------------

<b>E-Schools</b>	Y	eSchools are limiting their exposure to risk and liabilities under clause 12. Schools will need to consider whether or not they are willing to agree to the £2m liability cap.	Andrew Hall and Simon Ward, May 18
------------------	---	--	------------------------------------

<b>Exa Networks</b>	Y		Tanya Rossington
---------------------	---	--	------------------

<b>Fisher Family Trust</b>	N	The key facts document that they have produced is excellent; however they will notify schools of any amendments required to align the agreement with the GDPR. The data sharing agreement is based on the DPA 1998 and will require amending. Waiting for updated copy to review	Tanya Rossington, May 18
----------------------------	---	--	--------------------------


<b>Frog Education</b>	Y		Simon Ward, May 2018
-----------------------	---	--	----------------------

<b>Future Digital Footprint Software Services</b>	Y		John Brown, July 2018
---	---	--	-----------------------

<b>GoNoodle</b>	N	Their online T&C's are not GDPR compliant. GoNoodle is a service hosted and operated in the United States. They state in their online privacy policy (dated 15th May 2018) the personal information schools provide to them is transmitted to, processed and stored in the United States, and by using the Services schools are agreeable to this. We suggest schools try to contact the company and send the template data controller processor agreement for them to sign up GoNoodle also operate an opt out policy for consent in respect of emails they send to parents and teachers regarding other company products that might be of interest.	Andrew Hall, June 18
-----------------	---	--	----------------------

**Google Docs (if used as part of G Suite, see Gsuite above)**

<b>HegartyMaths</b>	See comments	Online information looks okay but need to see data handling agreement. DPO team have requested this from Hegarty Maths on 29th August 2018 - <b>if any school has this please send to DPO team</b>	Natalie Baldwin, August 2018
<b>InVentry</b>	see comments	Have refused to sign up to Councils GDPR amendments and proposed own agreement. DPO need to see this to see if the same as previously suggested one which was noncompliant. <b>If any schools have this, please send to the DPO team</b>	Natalie Baldwin, August 2018
<b>I.T Assist</b>	Y		Tanya Rossington, July 2018
<b>iBoss (Websites Filtering software)</b>	see comments	iBoss provided webfiltering software to schools. Their systems are hosted in the cloud in the USA. iBoss' GDPR data sheet and online privacy notice provide little in the way of assurance that the company are GDPR compliant. Schools are therefore advised to undertake a PIA to identify, assess, manage and mitigate any risk to privacy to pupils and staff, as well as compliance issues and corporate risks. Schools will need to know more information about the company's data protection compliance what they do with the data, who it is shared with etc. Moreover, if schools are transferring personal data to the US, they will need to ensure that there are appropriate safeguards in place to comply with GDPR in respect of data transfers to a third country or an international organisation. It is not know wheter or not iBoss have self certified under EU- US privacy shield. Schools will also need to obtain a copy of their terms and condtions of service as these will need to be reviewed to determine whether or not they comply with GDPR data processor provisions.	Andrew Hall, July 2018
<b>iMovie</b>		<b>Need to be provided with terms as not on website</b>	
<b>Integro Insurance Brokers</b>		<b>Need to be provided with terms as not on website</b>	
<b>Inspirar (Smart Schools)</b>	Y	Various services / add ons available. Master Data Processing Agreements for all for use with Schools who buy back our DPO service have been agreed. Please inform DPO team which services you are using to be provided with copy of master processing agreement required.	Natalie Baldwin, September 2018
<b>Kalma Counselling</b>	N	Terms do not contain details on how provider will comply with GDPR. Schools should use template Data Processing Agreement produced by DPO Team	Simon Ward, May 2018

<b>Kerboodle</b>	N	The terms do not include the prescribed GDPR processor provisions. Could be used with pseudonymised data. Schools also need to be aware that the terms currently provide that Oxford Uni Press can use or resell any materials the school uploads to the site. Schools also need to note that terms try to impose obligations directly onto students and staff using the site, however these are arguably not enforceable.	Natalie Baldwin, August 2018
<b>Kodable</b>	see comments	They are limiting their liability to 10 dollars. There is no mention of GDPR they state that the laws of California apply but it should say GDPR as the regs apply to any processor no matter where in the world they are based if they process data about EU citizens or have a base in the EEA. they also say that data is held in the US and is held there at your own risk	tanya orssington July 2018
<b>Lamsatech (Visipoint Management System)</b>	N	Their sub processor is in Egypt which is not in the EEA. Andrew Hall has requested from Lamsatech a copy of the sub processing agreement with X digital Group (who are based in Egypt) to review standard model contract clauses for data transfers outside of the EEA. A copy of the agreement is awaited 	Andrew Hall currently reviewing
<b>Learning Lenses (Chris Quigley)</b>	Y	learning lenses is ok but the company have said that they do not have any standard terms and conditions and that not all of their apps collect or process personal data, it depends upon which ones you have purchased as there are different terms for each one. They have clarified that data is held within the servers in the UK. We would need to see all the different agreements you have with them.	Tanya Rossington, May 2018.

LexiaUK Limited is the authorised UK reseller of Lexia® SaaS-based literacy and assessment subscription products and services which are owned and provisioned by Lexia Learning Systems LLC in the U.S. (Similar to Reading Solutions UK and Reading Plus). The documents for both LexiaUK and Lexia Learning Systems LLC have been reviewed;

Natalie Baldwin, July 2018

Lexia UK:

<https://www.lexiauk.co.uk/terms-and-conditions/> These are not up to date – they do not refer to DPA 18 or GDPR and do not include the GDPR prescribed provisions. Lexia UK will have unrestricted access to user accounts which may contain personal data and which Lexi may process in order to provide reports (progress or usage etc) or teacher support. They are therefore a processor and need to comply with the GDPRs.

<https://www.lexiauk.co.uk/privacy-policy/> states that all personal data collected through use of the Lexia Learning Systems LLC products is processed by Lexia Learning Systems LLC and that this processing includes the use of data centres and systems that are outside the United Kingdom and the European Union. It doesn't detail what data will be collected or processed directly by Lexia UK, or how it will be used.

Lexi Learning Systems LLC

<https://www.lexialearning.com/privacy/eula> - the data provisions (clause 12)

Lexia

N

Lingotot Tyne and Wear's Data Protection policy dated 23 may 2018 implies that they are data controller for the purposes of data protection legislation but the policy does state if they are a data controller or a data processor in respect of the personal information you will be providing to the company about your pupils and staff. Schools will therefore require clarification from Lingotot.

Andrew Hall, July 2018

**Lingotot Tyne and Wear**

No

School should exercise due diligence and request a copy of their terms and conditions of service, any data processing agreements that they have prepared for use with their customers, and a copy of their Privacy Notice as these will need to be reviewed. The DP policy refers to the companies other data protection related policies. These policies will need to be requested and be reviewed to enable schools to assess the technical and organisational measures the company have in place to safeguard personal data. Their DP policy also states that the company use a number of third party suppliers, some of which are US companies. School will need to know if any personal data about their pupils and staff will be shared with any of the named third parties, and if so, why, and for what purpose(s). Moreover, they will need to know what contracts and safeguards Lingotot Tyne and Wear have put in place with each of the third parties, particularly governing the transfers of personal data outside of the EEA.

**Manchester University & Anna Freud Centre**

see comments

Education and Wellbeing Programme Schools - The DSA does not comply with the prescribed GDPR data controller data processor provisions as it does not clearly define who each of the data processors are processing personal data on behalf of the school. The data processor is defined in the Agreement as "The education for Wellbeing Programme research team (a team consisting of the Evidence based Practice Unit, University College London, the University of Manchester, the University of Dundee and the London School of Economics). Schools will require separate data processing agreements with each processor to comply with the GDPR data controller data processor requirements. Andrew Hall liaising with Anna Freud Centre in relation to this issue. One school has received a DPIA from Manchester University, which they will need to consider to help inform their own DPIA. The DSA also provides the Unique Pupil Number is required for purposes of the Programme. The UPN is a controlled identifier and can only be used for education purposes. Guidance published by DfE in November 2017 recommends that request for the UPN by educational researchers should be treated cautiously. Schools will therefore need to decide if they are willing to disclose UPN's to the research team at the University of Manchester

Andrew Hall July 2018

<b>Marvellous Me</b>	N	Terms refer to Privacy Policy for Data Protection provisions and Privacy Policy still refers to DPA 98. Privacy Policy also attempts to cover direct marketing. Terms attempt to exclude or cap liability for data loss.	Natalie Baldwin, May 18
<b>Maxxia copiers</b>	Y	n.b be aware that clause 12.5 of the master agreement it is your responsibility to deagusee hard drives on the copier before returning it to the company	
<b>MSC IT Solutions</b>	N	Contract Addendum and Privacy Policy reviewed. Addendum doesn't contain all required GDPR provisions. <b>Suggest schools use template data processing agreement.</b>	Natalie Baldwin, September 2018
<b>MOMO</b>	Y		Tanya Rossington, July 2018
<b>MyMaths</b>	N	The terms do not include the prescribed GDPR processor provisions. Could be used with pseudonymised data. Schools also need to be aware that the terms currently provide that Oxford Uni Press can use or resell any materials the school uploads to the site. Schools also need to note that terms try to impose obligations directly onto students and staff using the site, however these are arguably not enforceable.	Natalie Baldwin, July 2018
<b>NC Recycling Limited</b>	Y		Tanya Rossington, July 2018
<b>Nexus Software Platforms (Parent Hub)</b>	see comments	They have a data sharing agreement for schools however it doesn't contain all the gdpr required provisions. Schools should suggest the use of the template data processing agreement provided by the DPO team	Natalie Baldwin, September 2018
<b>North East Counselling</b>		Privacy Notice reviewed. Does not mention GDPR at all. <b>Need to see terms and conditions - if any school has these please send these through.</b>	John Brown, August 2018
<b>Omicom</b>	Y		Simon Ward, May 2018
<b>Parentaltext service</b>	Y		Tanya Rossington July 2018
<b>Parentmail</b>	Y		Simon Ward, May 2018
<b>Pebble</b>	see comments	DPO team requested updated documents from Fund Manager (Pebble) in November 2017 - still waiting for these. Have reviewed 'GDPR Statement', but need ot review terms and privacy notice. <b>If any school has these, please send to the DPO team asap.</b>	Natalie Baldwin, September 2018

Pic Collage Cardinal Blue	see comments	<p>there are no numbered paragraphs in the agreement so under the description of picollage servcies 1st page they say that the data they collect is email address and facebook name, although you do nto have to provide facebook name. You need to think about providing facebook names for children as it is not clear how data will be shared with facebook and what data may be harvested. under the proprietary rights section 1st bullet point - picollage say that by dispalying or publishing any content you give them the right to use, modify, delete, add to, piblicly perform, publicly display, reproduce and basically use the content for whatever purpose they want. they also will use anything you upload on their social network. under contributions to piccolage if you upload any ideas, suggestions docuents they are saying that you agree the data is not confidential and that they can use or disclose such contributiobns for whatever purpose in any way, in any media worldwide. they are also excluding any liability for any loss or unauthorised access to data</p>	Tanya Rossington, July 2018
PhonicsTacker.com	Y	<p>Phoetic themselves don't appear to have a privacy policy or any GDPR compliant terms. In relation to the system they use for crashes that is GDPR compliant, in terms of the system they use for printing if you want to print from the app via their third party that agreement is not GDPR compliant . they use a number of sub processors.</p>	Tanya Rossington, July 2018 Tanya Rossington, July 2018
Phoetic (Design Lucsinia)	N	<p>The risk with using phoetics will not be high if it operates on the way they say. I.e data is processed on your own devices and is not uploaded to saved to any of their servers. However when you read the crashyitics t's and c's they specify that they collect email address, if that is the case then phoetics must hold that info.</p> <p>You need to make a decision as to whether you are going to permit staff to use Phoetics. You will need to balance the risk of something going wrong with the benefits derived from using the app. A lot will depend on how it works i.e do you upload images with no personally identifying data or is a separate account set up for each child. Is data uploaded with personally identifiable data , if so the risk is higher</p>	
Potts print Uk	See comments	<p>just need to amend clause 2.1.7 to get them to notify you of any breaches within 24 hours</p>	Tanya Rossington, July 2018
Primary Contact (PS Connect)	Y	<p>Amendment to existing contracts has been agreed with the DPO team. If you are an exsisting customer (you already have the service in school and have a contract in place) please make sure you sign up to the amendment. Please check version with DPO team. If new customer, will need to send proposed documents from PS connect to DPO team as DPO tema have requested these from PS Connect but not recieved them</p>	Natalie Baldwin, September 2018

Prodeo Ltd (ASCL Collaboration Toolkit - SMID Report and Dashboard)	see comments	<p>Schools are advised to undertake a full PIA to identify, assess, manage and mitigate any privacy risks, non compliance issues and corporate risks. Prodeo's Privacy Notice states that they are a data processor processing personal data on behalf of schools. The personal data Prodeo process on behalf of schools is stored within the SMID Report and dashboard, which is a cloud solution hosted by a website called Heroku. Prodeo's Privacy Notice states that Heroku's physical infrastructure is hosted and managed within an Amazon secure data centre in Ireland, and utilises Amazon Web Service (AWS) technology. Schools will require more information about Heroku, who they are, where they are based, who has access to the personal data etc. to enable them to assess the technical and organisation measures Heroku have in place to safeguard pupil personal information hosted on their website. You will need to know if Prodeo have data processing agreements in place with Heroku and Amazon respectively and if so, what those agreements contain. It is also not clear if any personal information will be shared with the Association of School and College Leaders (ASCL). If schools will be sharing personal data with ASCL, this will also need to be considered as part of the PIA.</p> <p>Schools will also need to consider as part of the PIA how personal data will be extracted from SIMS to enable them to identify any risks to data held in the MIS system.</p>	Andrew Hall, July 2018
Reading Solutions UK (Reading Plus)	Y	<p>We have now reached an agreement on the content of the data processing agreement for Reading Solutions UK.</p> <p><b>Please note;</b> this agreement will allow you to send personal data to Reading Solutions UK, however it does not cover that data then being inputted into the Reading Plus software. This is because the Reading Plus software is operated, owned and maintained by Taylor Associates Ltd, meaning it is Taylor Associates who are processing the data once it is inputting into the Reading Plus software. You therefore also need a data processing agreement with Taylor Associates Ltd. I understand that this has been requested by Reading Solutions UK and as soon as this is available I will provide a further update.</p>	Natalie Baldwin, July 18
Read Theory	N	Terms have not been updated since 2016	John Brown, August 2018
Real Smart	Y		Simon Ward, May 2018
Redstor	Y		Tanya Rossington, July 2018
Renaissance (Accelerated Reader and Accelerated Maths)	Y	<p>Compliant for academic year 2018/19 only, then issues with split terms for EEA and non-EEA countries. Also issues with in app authorisation - schools to be advised to not use any in app authorisations.</p>	Natalie Baldwin, May 18

<b>Relax Kids North East</b>	N	Terms do not contain details on how provider will comply with GDPR. Schools should use template Data Processing Agreement produced by DPO Team	John Brown, August 2018
<b>RM Education Ltd (RM Unify)</b>	N	Terms refer to incorrect legislation and do not contain all the GDPR required provisions. Privacy Policy is unclear on non-EEA transfers and data retention periods.	Natalie Baldwin, August 2018
<b>Salamander</b>	see comments	Could be compliant with minor changes and additional info. The data processing addendum is sufficient for an overarching framework but not for a specific processing agreement as it is too broad in terms of the data to be processed or type of processing as it states the nature of processing that the processing is unique to each school. Could use the addendum plus an email confirming precise categories of data to cover GDPR requirement to specify data. Clause 8.1 excludes salamanders liability for corruption of data - you need to think whether you are willing to accept that. Clause 8.2 limits the liability for any other liabilities to the fee you have paid them. Clause 13.4 allows salamander to engage any subprocessor, but they do have to tell you of any additions or replacements but it doesn't mention anything about current sub processors and the agreement still refers to the DPA 1998, it needs to say DPA2018	Natalie Baldwin, July 2018
<b>Satchel (Show my Homework)</b>	see comments	In Clause 8.2 of the main agreement they are seeking to limit their liability to no more than the fee you pay them. Now when you could be subject to a fine of up to £20 million Euros is that something you want to risk. It is likely that if they were challenged in court a court would determine that that was an unfair contract term and come down in your favour but it is by no means certain The other concern which is easier to remedy is clause 11.1 of Appendix II. Here they are asserting the by signing the agreement you are consenting to data transfers outside the EEA. Really they should obtain your express written consent for any data transfers outside the EEA	Tanya Rossington, July 2018
<b>School2School (DfE)</b>	Y	They are not a processor - they are merely a conduit.	Natalie Baldwin, July 2018
<b>School Cloud Systems</b>	Y	No comments save for 2 typos in the agreement - it is compliant with GDPR. Note they are a Scottish company so any disputes are resolved in Scotland	John Brown, August 2018
<b>SchoolComms (Parent Pay)</b>	Y	Subject to Simons Amendments - please contact DPO team if copy required.	Simon Ward, May 2018
<b>Scratch (Lifelong Kindergarden Group)</b>	N	Privacy Policy and terms have not been updated since 2016. Could be GDPR compliant if documents updated.	Natalie Baldwin, September 2018
<b>SG World (Previously Safeguard Systems)</b>	N	Terms have not been updated since 2009 and privacy policy does not contain sufficient information	Natalie Baldwin, September 2018

<b>Seesaw</b>	Y	New data processing agreement agreed with DPO team. Please use this. <b>Please ask DPO team for copy if needed.</b>	Natalie Baldwin and Andrew Hall, September 2018
<b>Shredit</b>	Y		Tanya Rossington, May 2018
<b>SIMS (Capita Business Services Ltd)</b>	Y	We have reviewed a copy of SIMS Direct terms and conditions September 2017. The data protection clauses comply with the GDPR data controller data processor requirements	Andrew Hall, July 2018
<b>Skoolbo</b>	N	We have indentified a number of issues with Skoolbo. Their online privacy notice states that they engage various third parties to process personal data, including the use of global cloud services. Schools will need to know if any third parties are processing their personal data, and if so, why and for what purposes. If Skoolbo are using global cloud services, schools will need to know if personal data is hosted on servers within or outwith the EU. Moreover, schools will need to know what agreements, if any, Skoolbo have in place with third parties. Any agreements between Skoolbo and 3rd parties will need to be reviewed. Furthermore, their online terms and conditions fall considerably short of the prescribed GDPR data processor requirements. Their terms also state that the school agrees to cap liability to only the the amount that school that you have paid in the preceding 12 months. This is something schools will need to consider if they happy to agree to.  Schools are advised not to sign or agree to their terms and conditions. If schools wish to use the services of Skoolbo, we would advise they use the Data Processing Agreement (drafted by Legal Services)	Andrew Hall, July 2018
<b>Sip Service</b>	Y	Amended to be GDPR compliant.	Simon Ward, May 2018
<b>SISRA</b>	see comments	The document refers to a modification clause which you need to log onto the system to obtain. As we don't have logins can someone access the system and send us through the modification clause to look at please.	Tanya Rossington, August 2018
<b>SMARTeacher Inc (Prodigy Math)</b>	N	Privacy Policy has not been updated since 2016 and does not mention GDPR. Also, need to see full terms. <b>If any school has a copy please send these to the DPO team.</b>	Natalie Baldwin, September 2018
<b>SMSC Gridmaker</b>	N	Documents not updated since 2012 and make no reference to GDPRs.	John Brown, August 2018
<b>Smoothwall</b>	Y		Tanya Rossington, July 2018
<b>Soundbite Learning (GCSE Pod)</b>	see comments	Data Processing Agreement and Privacy Policy generally okay but need updated to refer to DPA 2018	John Brown, July 2018
<b>SPAG</b>	Y		Simon Ward, May 2018

<b>Smart Schools (Website &amp; Student Planner App)</b>	see comments	Natalie currently in contact with Smart Schools to agree amendments to Documents. Updates to be sent as and when available.	Natalie Baldwin, September 2018
<b>Spelling Shed</b>	N	transfers outside of EEA not covered in terms	Simon Ward, May 2018
<b>Sunflower Learning (Report Box)</b>	N	Terms of service do not meet the GDPR data controller processor requirements. There are also excluding liability for any loss of personal data for which they are legally responsible. The limitation of liability clause provides that where the company cannot exclude liability, the maximum aggregate liability shall not exceed an amount equal to the subscription fees which the school paid in the pervious year. We suggest schools send the template data controller processor agreement getting them to sign up	Andrew Hall (and Simon Ward, May 18)
<b>Tapestry</b>	Y	Schools will need consent.	Simon Ward, May 2018
<b>Teach your Monster to Read</b>	see comments	there are issues with limiting liability to a sum no more than £5.00 and also about doing data transfers outside the EEA without your consent you need explicit consent to do data transfers outside the EEA,they are also reserving the right to sub contract to sub processors and subsutute subprocessors to those not listed - our roleis to advise it is up to the schoolwhether they are willing to accept the risk	Tanya Rossington, July 2018
<b>Tempest</b>	Y	Schools will need to check they have the right consents in place. Pictures taken by third party controllers (such as tempest) generally not covered in schools standard consents	Natalie Baldwin, July 2018
<b>Text Local</b>	Y		Tanya Rossington, August 2018

		<p>The Third Space Platform and virtual classrooms are hosted by AWS (EU specific), however during the sessions, the recordings of the sessions (oral recordings and recordings of instant chat style messages) are temporarily stored on AWS's servers in India. Once the session is complete, the data is according to Third Space transferred to EU servers and deleted from the India ones. However we have no evidence that this is the case and that this has been agreed with AWS.</p>	Natalie Baldwin, July 2018
<b>Third Space Learning</b>	N	<p>The terms state that Third Space is a data controller. Whilst this may be the case for the personal data of the teachers, they are a processor on behalf of the school for any pupil data uploaded by the School. The terms do also contain the specified processor clauses (clause 5 Appendix 2) and say that these will apply if it is agreed in writing that Third Space are acting as a processor (clause 4 Appendix 2). I would therefore advise the schools to get it agreed in writing that Third Space are a processor for any pupil data inputted by the School (or the pupils during the sessions).</p> <p>The privacy notice states that Third Space uses three tutor centres outside of the EEA, in countries with no adequacy decisions, but that they have data transfer agreements in place to ensure the safeguarding of the data transferred to these tutor centre. We need more detail on what these safeguards are.</p>	
<b>Times Table Rock Stars</b>	Y		Andrew Hall and Simon Ward, May 18
<b>Tinkercad</b>	Y	Clause 7b) need to see what limitations they seek to put in place under the master agreement	Tanya Rossington, July 2018
<b>Tucasi</b>	Y	Clause 7d) need to see what jurisdiction the master agreement sets out for disputes	Tanya Rossington, July 2018
		<p>Twinkl does not collect any personal data apart from teacher name / email address used to create the account Their terms are sufficient and so is their privacy policy.</p> <p><b>Note:</b>if a teacher uses the 'Create' function to create a lesson plan etc and inputs personal data to that plan, then that data will be provided to Twinkl (and the terms provide that anything created via the 'Create' app is created on behalf of Twinkl rather than the school, so Twinkl will have the copyright etc in it)</p>	Natalie Baldwin, July 2018
<b>Twinkl</b>	Y	<p>Also Twinkl has a 'Forum' and the ability for users to post comments on resources. Users should be advised not to use either of these functions to discuss personal data of pupils etc, and be advised that any comments they post whether in the forum or on a general comments section become public</p>	

<b>UniFrog</b>	N	Documents not updated to refer to correct legislation. Schools should request updated privacy policy and terms and send to DPO team for review prior to signing up	Natalie Baldwin, September 2018
<b>Vistus Reception</b>	see comments	John made amendments to the agreement - he has raised the point of whether the school has the DPS and Privacy Policy referred to in the agreement, under clause d asking if the data processor is registered and the term data processor in this clause should be changed to processor, clause 14 (1) (a) - the provider is seeking to limit liability in this clause and under GDPR the penalties are huge. clause 16 (a) refers to sub contractors, we need to know which ones and need confirmation of their compliance with GDPR	John Brown, July 2018
<b>Voice Recall</b>	Y	teacher creates an account and is provided with QR codes for students to use, the QR codes can be student 1, 2 etc so no personal pupil data needs to be uploaded the teacher then records feedback on homework which pupils can access	Tanya Rossington, July 2018
<b>Waste care</b>	Y	the terms for handling redundant ICT equipment are ok but the general terms do not mention how normal paper based records are disposed of. You need to ensure that they are shredded and disposed of securely and get a destruction certificate	Tanya Rossington, July 2018
<b>WebAnywhere</b>	Y		Tanya Rossington, August 2018
<b>Wonde</b>		Natalie has requested further amendments to DPA on 5th September 2018. Amendment address liability issues. The DPA doesn't set out what categories of data Wonde will process - this is required by GDPRs however this information will be generated when a school uses the online portal to tell Wonde which apps it would like Wonde to share information with. The school will receive a confirmation email for each app. Please ensure you keep a copy of all these confirmation emails alongside your agreement with Wonde. Updates re liability will be provided when available. ☒	Natalie Baldwin, September 2018
<b>Yacapaca</b>	Y	just concerns re clause 7.1 where they are going to charge you assisting in meeting data subjects request and clause 81 where they are limiting liability to a sum not exceeding £5.00	Tanya Rossington, July 2018