



DATA PROTECTION POLICY AND INFORMATION SHARING AGREEMENT

for Gemoro and Chumash Assessing and Tracking

BETWEEN THE FOLLOWING: Kodesh Ability Tests Ltd (KATS), Clients schools.

Commencement Date – on the date that KATS receive lists of pupils from client schools.

SUMMARY SHEET

Title of Document	Information Sharing Agreement for use of KATS
Purpose	To set out the terms on which the information uploaded to the System (as defined in the purchase order) by Client schools is shared and processed by KATS Ltd.
Parties	Client school, KATS Ltd
Date agreement comes into force	Commencement Date
Governing law of agreement	England & Wales

1. INTRODUCTION, DEFINITIONS AND INTERPRETATION

1.1 This Information Sharing Agreement sets out the terms and conditions upon which data relating to schools and students is collected and processed for the purpose of KATS.

1.2 Definitions

Agreement: means the agreement between KATS and the School upon which terms KATS supplies the System and the Services and which consists of KATS's terms and conditions, the purchase order, and this Information Sharing Agreement.

Applicable Law: means as applicable and binding on the School, KATS and/or the Services:

- (a) any law, statute, regulation, byelaw or subordinate legislation in force from time to time to which a party is subject and/or in any jurisdiction that the Services are provided to or in respect of;
- (b) the common law and laws of equity as applicable to the parties from time to time;
- (c) any binding court order, judgement or decree; or
- (d) any applicable direction, policy, rule or order that is binding on a party and that is made or given by any regulatory body having jurisdiction over a party or any of that party's assets, resources or business;

Appropriate Safeguards: means such legally enforceable mechanism(s) for transfers of Personal Data as may be permitted under the Privacy and Data Protection Requirements from time to time;

Data Controller: has the meaning given to that term (or to the term 'controller') in the DPA or, from 25 May 2018, the GDPR (and related terms such as control have corresponding meanings);

Data Extractor: has the meaning given to it in clause 5.2.2

Data Processor: has the meaning given to that term (or to the term 'processor') in the DPA or, from 25 May 2018, the GDPR (and related terms such as process have corresponding meanings);

Data Protection Losses: means all liabilities, including all

(a) costs (including legal costs), claims, demands, actions, settlements, interest, charges, procedures, expenses, losses and damages (including relating to material or non-material damage) and

(b) to the extent permitted by Applicable Law:

(i) administrative fines, penalties, sanctions, liabilities or other remedies imposed by a Supervisory Authority;

(ii) compensation which is ordered by a Supervisory Authority to be paid to a Data Subject;

(iii) the reasonable costs of compliance with investigations by a Supervisory Authority.

Data Subject: has the meaning given to that term in the DPA or, from 25 May 2018, the GDPR.

Data Subject Request: means a request made by a Data Subject to exercise any rights of Data Subjects under the Privacy and Data Protection Requirements.

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

GDPR Date: means from when the GDPR applies on 25 May 2018.

International Recipient: has the meaning given in clause 7 of this Information Sharing Agreement.

Personal Data: has the meaning given to that term in the DPA or, from 25 May 2018, the GDPR.

Personal Data Breach: means any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, any Protected Data.

Privacy and Data Protection Requirements: means: the Data Protection Act 1998 (until repealed) ("DPA"), the Data Protection Directive (95/46/EC) (until repealed) and, from 25 May 2018, the GDPR or any equivalent provision which may replace the GDPR following the formal political separation of the United Kingdom from the European Union; 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)

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Regulations 2003 (SI 2426/2003); and all applicable laws and regulations which may be in force from time to time relating to the processing of Personal Data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner or any other supervisory authority, and the equivalent of any of the foregoing in any relevant jurisdiction;

Processing: has the meaning given to that term in the DPA or, from 25 May 2018, the GDPR (and related terms such as process have corresponding meanings);

Processing Instructions: has the meaning given to that term in clause 4.1;

Protected Data: means Personal Data received from, uploaded to or transferred to the System by or on behalf of the School in connection with the System and/or the performance of KATS's obligations under the Agreement.

School: means the client school or education institution that KATS provides the System to.

Sub-Processor: means another Data Processor engaged by KATS for carrying out processing activities in respect of the Protected Data on behalf of the School.

Supervisory Authority: means any local, national or multinational agency, department, official, parliament, public or statutory person or any government or professional body, regulatory or supervisory authority, board or other body responsible for administering Privacy and Data Protection Requirements.

System: means the software/computer system as set out in the purchase order.

1.3 Interpretation

1.3.1 references to any Applicable Laws (including to the Data Protection Laws and each of them) and to terms defined in such Applicable Laws shall be replaced with or incorporate (as the case may be) references to any Applicable Laws replacing, amending, extending, re-enacting or consolidating such Applicable Law (including the GDPR and any new Data Protection Laws from time to time) and the equivalent terms defined in such Applicable Laws, once in force and applicable;

1.3.2 a reference to a law includes all subordinate legislation made under that law.

2. POLICY STATEMENTS AND PURPOSE

2.1 The purpose of this Information Sharing Agreement is to allow KATS to assess and track pupils' level in Gemoro and / or Chumash.

3. PARTNERS

3.1 The parties agree that for the Protected Data, the School shall be the Data Controller and KATS shall be the Data Processor.

3.2 KATS shall process the Protected Data in compliance with:

3.2.1 the obligations of Data Processors under the Privacy and Data Protection Requirements in respect of the performance of its obligations under the Agreement; and

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3.2.2 the terms of the Agreement.

3.3 The School shall comply with:

3.3.1 all Privacy and Data Protection Requirements in connection with the processing of Protected Data, the Services and the exercise and performance of its respective rights and obligations under this Agreement, including maintaining all relevant regulatory registrations and notifications as required under the Privacy and Data Protection Requirements; and

3.3.2 the terms of the Agreement.

3.4 The School warrants, represents and undertakes, that:

3.4.1 all data sourced by the School for use in connection with the System and the Services, prior to such data being provided to or accessed by KATS for the performance of the Services under the Agreement, shall comply in all respects, including in terms of its collection, storage and processing (which shall include the School providing all of the required fair processing information to, and to the extent necessary, obtaining all necessary consents from, Data Subjects), with Privacy and Data Protection Requirements;

3.4.2 all instructions given by it to KATS in respect of Personal Data shall at all times be in accordance with the Privacy and Data Protection Requirements; and

3.4.3 it is satisfied that:

(a) KATS's processing operations are suitable for the purposes for which the School proposes to use the System and Services and engage KATS to process the Protected Data;

(b) KATS has sufficient expertise, reliability and resources to implement technical and organisational measures that meet the requirements of the Privacy and Data Protection Requirements.

3.4.4 the School shall not withhold or delay its agreement to any change requested by KATS in order to ensure the System (and system functionality requirements) and Services and KATS (and each Sub-Processor) can comply with the Privacy and Data Protection Requirements.

4. INSTRUCTIONS AND DETAILS OF PROCESSING

4.1 Insofar as KATS processes Protected Data on behalf of the School, KATS:

4.1.1 unless required to do otherwise by Applicable Law, shall (and shall take steps to ensure each person acting under its authority shall) process the Protected Data only on and in accordance with the School's documented instructions as set out in this clause 4, as updated from time to time in accordance with the terms and conditions (**Processing Instructions**);

4.1.2 if Applicable Law requires it to process Protected Data other than in accordance with the Processing Instructions, shall notify the School of any such requirement before processing the Protected Data (unless Applicable Law prohibits such information on important grounds of public interest); and

4.1.3 shall promptly inform the School if KATS becomes aware of a Processing Instruction that, in KATS's, infringes the Privacy and Data Protection Requirements, provided that:

(a) this shall be without prejudice to clauses 3.3 and 3.4;

(b) to the maximum extent permitted by mandatory law, KATS shall have no liability howsoever arising (whether in contract, tort (including negligence) or otherwise) for any losses, costs, expenses or liabilities (including any Data Protection Losses) arising from or in connection with

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any processing in accordance with the School's Processing Instructions following the School's receipt of that information; and
 (c) this clause 4.1.3 shall only apply from the GDPR Date.

5. PROCESS

5.1 CLASS LISTS FROM SCHOOLS

5.1.1 KATS will request class lists from school with the following information in (5.2)

5.2 INFORMATION TO BE SHARED

5.2.1 The data shared is as follows (table of fields)

Student data

Legal Surname
 Legal Forename
 Year group

Staff data

Legal forename
 Legal surname

Groups

Group name (e.g. 10A/Dr1)
 Group type (e.g. Class)
 Group description (e.g. 10A/Dr1)

Assessment

Result sets
 StartDate
 AcadYear

5.2.1 Data will be manually uploaded by the school. For Protected Data you should provide the Protected Data to us by secure means (for example, by using a secure file transfer system).

5.3 TECHNICAL AND ORGANISATIONAL MEASURES

5.3.1 KATS shall implement and maintain, at its cost and expense, the technical and organisational measures:

- (a) in relation to the processing of Protected Data by KATS, as set out below; and
- (b) from the GDPR Date, taking into account the nature of the processing, to assist the School insofar as is possible in the fulfilment of the School's obligations to respond to Data Subject Requests relating to Protected Data

5.3.2 All data to be encrypted, transferred via SSL.

5.3.3 The School must not send unencrypted files

5.4 ENSURING DATA QUALITY AND ACCURACY

5.4.1 The School is responsible for the quality of the data they are sharing.

5.4.2 Before sharing data, the School will check that the information being shared is accurate and up to date to the best of their knowledge. If sensitive data is being shared which could harm the Data Subject if it was inaccurate, then particular care must be taken.

5.5 INFORMATION USE, REVIEW, RETENTION AND DELETION

5.5.1 Parties undertake that information shared under this Information Sharing Agreement will only be used for the specific purpose for which it was shared, in line with this Information Sharing Agreement. Save as set out in this Information Sharing Agreement it will not be shared for any other purpose.

5.5.2 KATS shall not engage any Sub-Processor for carrying out any processing activities in respect of the Protected Data without the School's written authorisation of that specific Sub-Processor (such authorisation not to be unreasonably withheld, conditioned or delayed) [provided that the School authorises the appointment of any of the Sub-Processors listed below:]

5.5.3 KATS shall:

(a) prior to the relevant Sub-Processor carrying out any processing activities in respect of the Protected Data, appoint each Sub-Processor under a written contract containing materially the same obligations as under this Information Sharing Agreement that is enforceable by KATS;

(b) ensure each such Sub-Processor complies with all such obligations; and

(c) remain fully liable for all the acts and omissions of each Sub-Processor as if they were its own.

5.5.4 From the GDPR Date, KATS shall ensure that all persons authorised by it (or by any Sub-Processor) to process Protected Data are subject to a binding written contractual obligation to keep the Protected Data confidential (except where disclosure is required in accordance with Applicable Law, in which case KATS shall, where practicable and not prohibited by Applicable Law, notify the School of any such requirement before such disclosure).

5.5.5 The retention period for the information shared is until notified by the school or within 30 days of account closure.

5.5.6 The following destruction process will be used when the information is no longer required:

- Printouts to be kept minimal & be shredded
- Hard deletion for electronic data after 14 days

5.5.7 On termination of the Agreement or on the written request of the School then all Protected Data will be deleted within 30 days of account closure and an export provided to the school if requested.

6. ADVERTISING

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6.1 KATS reserve the right to advertise, publish and name any participating school, whether they are participating for a fee or without any charge.