



DATA PROCESSING AGREEMENT

This data processing agreement records the terms upon which Wonde Limited (“**Wonde**”) will extract and process the School Data for the purpose of transferring the School Data to Wonde’s applications and/or to one or more third party application providers of services or products to the School and this Agreement is therefore formed between Wonde and the School.

Wonde means Wonde Limited, a company incorporated in England and Wales under company number whose registered office is at Furlong House, 2 Kings Court, Newmarket, Suffolk, England, CB8 7SG.

BY GRANTING ACCESS TO THE WONDE SOFTWARE TO SOME OR ALL OF THE SCHOOL DATA, THE SCHOOL AGREES TO THE TERMS OF THIS DATA PROCESSING AGREEMENT.

THESE TERMS ARE INCORPORATED INTO ALL TERMS AND CONDITIONS UNDER WHICH WONDE HAS AGREED TO PROVIDE USE OF ITS WONDE SOFTWARE TO THE SCHOOL AND THE SCHOOL SUPPLIERS.

1. Definitions

1.1 In this Agreement the following definitions shall apply:

“Agreement”	means this Data Processing Agreement.
“Authorised Persons”	shall mean the persons or categories of persons that the School authorises to give Wonde processing instructions pursuant to this Agreement.

“Confidential Information”	means all confidential information (however recorded or preserved) disclosed by the School to Wonde in connection with this Agreement which is either labelled as such or else which could be reasonably considered confidential because of its nature and the manner of its disclosure.
“Data”	has the meaning given in the Data Protection Laws as amended or replaced from time-to-time.
“Data Controller”	shall be interpreted and construed by reference to the term Controller as defined under Data Protection Laws.
“Data Processor”	shall be interpreted and construed by reference to the term Processor as defined under Data Protection Laws.
“Data Protection Laws”	means any applicable data protection and privacy laws that may apply including the Protection of Personal Information Act (No.4 of 2013) and the Electronic Communications and Transactions Act 25 of 2002.
“Effective Date”	means the date upon which the School accepts these terms.
“Good Industry Practice”	means using standards, practices, methods and procedures conforming to the law and exercising that degree of skill and care diligence prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar type of undertaking under the same or similar circumstances.
“Personal Data”	has the meaning given in Data Protection Laws.

“Personal Data Breach”	has the meaning given in Data Protection Laws but shall include any breach of School Data..
“processed” or “processing”	has the meaning given in Data Protection Laws.
“Restricted Transfer”	means: <ol style="list-style-type: none"> 1. a transfer of School Data from the School to Wonde; or 2. an onward transfer of School Data from Wonde to another Sub-Processor, or between two establishments of Wonde, in each case, where such transfer is to a country outside of South Africa, the United Kingdom and the European Economic Area which is not subject to an adequacy decision by the relevant Supervisory Authority.
“School”	means the school or education establishment using the Wonde Software.
“School Data”	means Personal Data relating to students, parents and guardians, and staff at the School, and other data regarding the school listed in Schedule 1, including but not limited to: <ol style="list-style-type: none"> 1. names and contact details; 2. dates of birth; 3. health information and other special categories of data; 4. details of educational performance and attainment; 5. disciplinary records; 6. timetable, call and year group information.
“School Suppliers”	means third party providers of services or products via third party applications to the School to which the School wishes to transfer certain data sets of the School Data.

<p>“Services”</p>	<p>Means the services performed by Wonde:</p> <p>a. for the benefit of the School and School Suppliers, utilising the Wonde Software, of transferring selected School Data from the School or its SIS to selected School Suppliers; and</p> <p>b. to allow staff at the School to access selected data from the SIS and/or School Suppliers using a single account within the Wonde Software; and</p> <p>C. to allow access to, and use of the Wonde Software.</p>
<p>“SIS”</p>	<p>means the School’s database which holds the School Data.</p>
<p>“Standard Contractual Clauses (SCC)”</p>	<p>means the standard contractual clauses for processors adopted pursuant to or permitted under Article 46 of the UK GDPR supplemented by the International Data Transfer Addendum.</p>
<p>“Sub-Processors”</p>	<p>means any third-party, person or company appointed by or on behalf of Wonde who may process Personal Data to facilitate the provision of the Services in connection with the Agreement.</p>
<p>“Supervisory Authority”</p>	<p>shall mean the relevant supervisory authority that oversees the protection of School Data for either Wonde or the School.</p>
<p>“UK Data Protection Laws”</p>	<p>means all applicable data protection and privacy legislation in force from time to time in the UK including the Data Protection Act 2018 (“DPA”) (as amended or replaced from time-to-time), UK GDPR (as defined in the Data Protection Act 2018) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of</p>

	electronic communications); and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a party.
“UK GDPR”	means the General Data Protection Regulation, Regulation (EU) 2016/679, as it forms part of domestic law in the United Kingdom by virtue of section 3 of the European Union (Withdrawal) Act 2018 (including as further amended or modified by the laws of the United Kingdom or of a part of the United Kingdom from time to time).
“Wonde Software”	means the software applications and platform supplied (directly or indirectly) by Wonde and used by the School including the Wonde school portal.

1.2 A reference to **writing** or **written** includes emails and writing in any electronic form.

2. General Provisions

2.1 The Effective Date of this Agreement shall be the date that the School accepts the terms of this Agreement and the School acknowledges that this Agreement shall be effective and replace any previously applicable data processing, handling and security terms.

2.2 This Agreement applies to the extent that Wonde processes School Data which is subject to the Data Protection Laws.

2.3 The parties acknowledge that UK Data Protection Laws also apply to this Agreement.

2.4 By granting access to (some or all of) the School Data to Wonde and the Wonde Software, the School agrees to the terms of this Agreement.

2.5 The School and Wonde acknowledge that, for the purposes of both Data Protection Laws and UK Data Protection Laws, Wonde is a Data Processor

and the School is a Data Controller in respect of the School Data comprising of Personal Data which is extracted and processed by the Wonde Software. Each party shall comply with their respective obligations under both the Data Protection Laws and UK Data Protection Laws.

- 2.6 To the extent that Wonde processes School Data as a Data Controller, Wonde will process such School Data in accordance with its Privacy Notice, which is made available to the School and is further available on Wonde's website or by request.
- 2.7 Wonde shall comply with all applicable UK Data Protection Laws in respect of its obligations for the processing of the School Data and shall also comply with the Data Protection Laws, as they apply.
- 2.8 Wonde shall not process any School Data other than on the instructions of the School (unless such processing shall be required by any applicable law to which Wonde is subject to).
- 2.9 The School hereby instructs and authorises Wonde to process School Data for the purpose of:
 - 2.9.1 transferring certain School Data through its instructions via the Wonde school portal from the School to School Suppliers, which permits staff of the School to access and manage the School Data effectively and if so required students, parents and guardians;
 - 2.9.2 carrying out requests and/or instructions to restrict or approve data sets via the Wonde school portal;
 - 2.9.3 Wonde providing the School with access to the Wonde Software;
and
 - 2.9.4 as otherwise reasonably necessary for the provision of the Services by Wonde to the School.
- 2.10 The School warrants and represents that the transfer by the School of the School Data to Wonde for the purpose of Wonde processing the School Data as set out in this clause 2, is lawful under, and in full compliance with both the Data Protection Laws and UK Data Protection Laws. The School

shall indemnify Wonde against all costs, claims, damages, expenses, losses and liabilities incurred by Wonde arising out of or in connection with any breach of the foregoing warranty and representation.

2.11 The School and Wonde confirm that Schedule 1 determines the subject matter, duration, nature and purpose of processing which includes the following:

2.11.1 the processing of School Data by Wonde will comprise the collection or extraction of School Data from the SIS, the organisation and re-categorisation of that School Data, the transfer of the School Data to School Suppliers notified to Wonde by the School via the Wonde school portal, the processing of School Data within and for the purpose of the Wonde Software, and the transfer of the School Data to parents, guardians, students and staff of the School who are permitted access to the Wonde Software;

2.11.2 the purpose of the processing of School Data by Wonde is to enable Wonde to provide the Services; and

2.11.3 the data that will be processed by Wonde will be School Data, and the data subjects will be students of the School, their parents and guardians, and staff of the School.

2.12 Wonde will reasonably assist the School with meeting its compliance obligations under the Data Protection Laws and UK Data Protection Laws, taking into account the nature of Wonde's processing and the information made available to Wonde, including in relation to data subject rights, data protection impact assessments and consulting with any Supervisory Authority, as applicable.

3. Term and Termination

3.1 This Agreement shall commence on the Effective Date, and shall continue in full force unless and until the School removes the Wonde Software from

the School's computer network or SIS, at which point this Agreement shall automatically terminate.

- 3.2 Upon termination of this Agreement, clauses 2.6, 2.9, 4 and 5 and 9 shall continue to apply.
- 3.3 Any provision of this Agreement that expressly or by implication should come into or continue in force on or after termination of the licence terms or this Agreement, in order to protect the School Data, will remain in full force and effect.

4. Transfer of School Data

- 4.1 The School hereby consents to the Wonde Software accessing School Data held on the SIS, for the purpose of extracting and transferring such School Data to Wonde and to School Suppliers.
- 4.2 Upon leaving the School SIS by electronic means (via HTTPS) the School Data will be encrypted by the Wonde Software.
- 4.3 Wonde shall ensure that the School has access to the Wonde school portal whereby the School has visibility and control over the categories of School Data they are sharing with each School Supplier; subject to any terms and conditions of use for the online portal.
- 4.4 School Data will only be transferred to School Suppliers where instructed by the School to the school portal in the Wonde Software.
- 4.5 The School will enter into written agreements with all School Suppliers who also act as Data Processors of the School, in the terms required by the UK Data Protection Laws and if so required under the Data Protection Laws, before instructing Wonde to transfer any School Data to such School Supplier.
- 4.6 Where School Data is to be transferred to a School Supplier outside of South Africa or the United Kingdom, the School has sole responsibility for ensuring that adequate safeguards are in place for the transfer of that School Data, as required by both Data Protection Laws and UK Data Protection Laws, and shall ensure that further contractual terms are entered into for any

Restricted Transfer or authorised transfer, in compliance with the Data Protection Laws and the UK Data Protection Laws.

- 4.7 The School agrees that it has determined the lawful basis for such a transfer as described in clause 4.6, and has received all consents and rights necessary under the Data Protection Laws to enable Wonde to process the School Data.
- 4.8 In particular, the School acknowledges and agrees that it will be solely responsible for (i) the accuracy, quality, and legality of the School Data and the means by which it has been acquired; (ii) complying with all necessary transparency and lawfulness requirements under the Data Protection Laws and UK Data Protection Laws for the collection and use of the School Data; (iii) ensuring the School has the right to transfer or provide Wonde access to the School Data for processing under this Agreement; (iv) ensuring that the School's instructions to Wonde comply with applicable laws including the Data Protection Laws.
- 4.9 The School shall indemnify Wonde against all costs, claims, damages, expenses, losses and liabilities incurred by Wonde arising out of or in connection with any breach of the clauses 4.5, 4.6, 4.7 and/or 4.8 above.

5. Ownership of the School Data and Confidential Information

- 5.1 The School Data shall always remain the property of the School.
- 5.2 The School therefore retains control of the School Data and remains responsible for its compliance obligations under the Data Protection Laws, including but not limited to, providing any required notices and obtaining any required consents, and for the written processing instructions it gives to Wonde.
- 5.3 Wonde shall have no responsibility to maintain the security of any School Data to the extent it is held or processed outside of Wonde's direct control.
- 5.4 Wonde shall keep all Confidential Information and School Data confidential and shall not:-

- 5.4.1 use any Confidential Information or School Data except for the purpose of performing the Services it provides to the School; or
 - 5.4.2 disclose any Confidential Information in whole or in part to any third party, except as expressly permitted by this Agreement, or as required for the purpose of any Services provided by Wonde to the School, or to the extent required by law.
- 5.5 Wonde shall ensure that all persons authorised by Wonde to process the School Data are:
- 5.5.1 informed of the confidential nature of the School Data and are bound by confidentiality obligations and use the appropriate restrictions in place in respect of preserving the School Data; and
 - 5.5.2 have undertaken training on the UK Data Protection Laws and general data protection requirements, relating to any handling of the School Data.

6. Security of the Data

- 6.1 Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing to be carried out by Wonde, as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Wonde shall in relation to the School Data implement appropriate technical and organisational measures to ensure a level of security appropriate to that risk.
- 6.2 In assessing the appropriate level of security, Wonde shall take account in particular of the risks that are presented by processing of the School Data, in particular from a Personal Data Breach and to preserve the security and confidentiality of the School Data, in accordance with Wonde's Privacy Notice. Further details of Wonde's security policies and processes are available on request.

7. Sub-Processors and International Transfers

- 7.1 The Parties acknowledge and agree that UK Data Protection Laws apply to the Processing of School Data. Except to the extent this Agreement states otherwise, the terms of this Agreement will apply irrespective of whether the Data Protection Laws or UK Data Protection Laws applies to the Processing of School Data by Wonde. If UK Data Protection Laws apply to either Party's Processing of School Data, the Parties acknowledge and agree that the relevant party will comply with any obligations applicable to it under those laws with respect to the Processing of that School Data and agree it may be necessary to enter into further terms in this regard.
- 7.2 The School acknowledges and agrees that Wonde may use Sub-Processors in the course of its business and to fulfil the Services. Wonde may continue to use such Sub-Processors already engaged by Wonde and a list of its current Sub-Processors may be found at www.wonde.com/subprocessors. Wonde will continue to update this list when required to do so.
- 7.3 The School hereby provides a general authorisation to Wonde to appoint future Sub-Processors for the processing of School Data by Wonde, so long as Wonde carries out due diligence on all potential Sub-Processors, complies with the requirements under the UK Data Protection Laws and complies with clause 7.4.
- 7.4 Where Wonde appoints a Sub-Processor pursuant to this clause 7, it shall ensure that the arrangement between it and the Sub-Processor is governed by a written contract including terms which offer at least the same level of protection for the School Data as those set out in this Agreement, which meets the requirements of the Data Protection Laws and UK Data Protection Laws.
- 7.5 Wonde shall ensure that each Sub-Processor appointed by it performs the obligations under clauses 2.4, 6.1, 10, 11 as they apply to processing of the School Data carried out by that Sub-Processor, as if they were a party to this Agreement in place of Wonde. Wonde shall remain liable for the acts and omissions of any Sub-Processor in respect of the processing of the School Data.

- 7.6 To the extent that the School's use of the Services and Wonde's processing of School Data involves a Restricted Transfer, the UK Standard Contractual Clauses shall be incorporated by reference and form part of this data processing agreement. The parties recognise that an adequacy decision does not apply and therefore any transfer of School Data would constitute a Restricted Transfer. Accordingly, the parties are deemed to have executed the UK Standard Contractual Clauses as of the Effective Date of this Agreement, the terms of which are duly incorporated and will permit the transfer of School Data, pursuant to this Agreement.
- 7.7 Clause 7.6 shall not apply to a Restricted Transfer unless its effect, together with other reasonably practical compliance steps (which for the avoidance of doubt, do not include obtaining consents from Data Subjects), is to allow the relevant Restricted Transfer to take place without breach of the Data Protection Laws or the UK Data Protection Laws.

8. Insurance

- 8.1 Wonde maintains a policy of insurance in respect of public liability in respect of the services provided by Wonde and the processing of the School Data, and shall produce a copy of such policy to the School if requested to do so.

9. Deletion or return of School Data

- 9.1 Wonde shall within a reasonable period of either a written request from the School or upon instruction from an Authorised Person, or the termination of this Agreement, delete and procure the deletion of all copies of the School Data.
- 9.2 Subject to clause 9.3, the School may in its absolute discretion by written notice to Wonde at any time require Wonde to:
- 9.2.1 return a complete copy of all School Data by secure file transfer in such format as is reasonably notified by the School to Wonde; and

- 9.2.2 delete and use all reasonable endeavours to procure the deletion of all other copies of School Data processed by Wonde or any of its Sub-Processors.
- 9.3 Wonde shall use all its reasonable endeavours to comply with any such written request within 30 days of receiving such request.
- 9.4 Wonde and its Sub-Processors may retain School Data to the extent required by any applicable law, provided that Wonde and its Sub-Processors shall ensure the confidentiality of all such School Data retained, and shall ensure that such School Data is only processed as necessary for the purpose(s) specified by the applicable laws requiring its storage and for no other purpose.
- 9.5 Wonde shall, within 30 days of a formal request from the School, provide written certification to the School that it has fully complied with this clause 9.

10. Audit and Information Rights

- 10.1 Subject to clauses 10.2, 10.3 and 10.4, Wonde shall:
- 10.1.1 make available to the School on request all information reasonably necessary to demonstrate Wonde's compliance with this Agreement; and
- 10.1.2 allow for and contribute to audits, including inspections, by the School or any auditor nominated by the School in relation to the processing of the School Data by Wonde and its Sub-Processors.
- 10.2 The information and audit rights of the School under clause 10.1 shall apply only to the extent required by the Data Protection Laws and UK Data Protection Laws.
- 10.3 The School shall give Wonde reasonable notice of any audit or inspection that it wishes to conduct under clause 10.1, and shall (and shall ensure that any nominated auditor shall) avoid causing (or, if it cannot avoid, minimise) any damage, injury or disruption to Wonde's or its Sub-Processors' premises, equipment, personnel and business.

- 10.4 Without prejudice to clause 10.3, Wonde or its Sub-Processors are not required to give access to their premises for the purposes of an audit or inspection:
- 10.4.1 to any individual unless he or she produces reasonable evidence of identity and authority; or
 - 10.4.2 outside normal business hours at those premises; or
 - 10.4.3 for the purposes of more than one audit or inspection in any calendar year.

11. Data Subject Rights and Associated Matters

- 11.1 Taking into account the nature of the processing conducted by Wonde, Wonde shall (and shall use all reasonable endeavours to procure that its Sub-Processors shall) assist the School by implementing appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the School's obligations, to respond to requests to exercise data subject rights under both the Data Protection Laws and UK Data Protection Laws.
- 11.2 Wonde shall:
- 11.2.1 promptly notify the School if it or any Sub-Processor receives a request from a data subject under any applicable law in respect of School Data;
 - 11.2.2 notify the School promptly in writing if it receives any complaint or notice that relates directly or indirectly to the processing of the School Data and/or to either party's compliance with the Data Protection Laws and UK Data Protection Laws; and
 - 11.2.3 not, and shall use all reasonable endeavours to ensure that the Sub-Processor does not, respond to any request from a data subject, except on the written instructions of the School or as required by any applicable laws to which Wonde or the Sub-Processor is subject to.
- 11.3 Wonde shall notify the School without undue delay upon Wonde becoming aware of:

11.3.1 the loss, unintended destruction or damage, corruption, or unusability of part or all of the School Data. Wonde will restore any School Data at its own expense as soon as possible;

11.3.2 any accidental, unauthorised or unlawful processing of the School Data; or

11.3.3 any Personal Data Breach

in respect of any School Data processed by Wonde, providing the School with sufficient information to allow the School to meet any obligations to report, or inform the individuals to which the School Data related, of such Personal Data Breach under the Data Protection Laws and UK Data Protection Laws. It shall be the responsibility of the School to report the Personal Data Breach to the applicable Supervisory Authority, or any other appropriate regulatory authority, where appropriate.

11.4 Wonde shall co-operate with the School and take such reasonable commercial steps as directed by the School to include: assisting in the investigation, facilitating any interviews, remediation and making any records available in relation to any such Personal Data Breach referred to in clause 11.3.

11.5 Wonde shall provide reasonable assistance to the School (at the School's expense) with:

11.5.1 responding to any request from a Data Subject; and

11.5.2 any data protection impact assessments, and prior consultations with competent data privacy authorities, which the School reasonably considers to be required under any Data Protection Laws, in each case solely in relation to processing of School Data comprised in the School Data, by and taking into account the nature of the processing and information available to Wonde.

12. Liability

12.1 Wonde shall have no liability to the School, whether arising in contract, tort (including negligence), breach of statutory duty or otherwise, for or in connection with:

- 12.1.1 loss, interception or corruption of any data; other than to the extent such loss is caused by the negligence or fault of Wonde;
 - 12.1.2 loss, interception or corruption of any data resulting from any negligence or default by any provider of telecommunications services to Wonde, the School or any School Supplier;
 - 12.1.3 any loss arising from the default or negligence of any School Supplier;
 - 12.1.4 damage to reputation or goodwill;
 - 12.1.5 any indirect or consequential loss.
- 12.2 In all other circumstances, Wonde's maximum liability to the School, whether arising in contract, tort (including negligence), breach of statutory duty or otherwise, in connection with the Services or related to this Agreement shall be limited to the aggregate amount paid or payable for the Services during the 12 month period preceding the event giving rise to the claim.
- 12.3 Nothing in this clause shall limit the liability of Wonde for any death or personal injury caused by its negligence, fraud or fraudulent misrepresentation, or any other matter for which liability cannot be limited or excluded as a matter of law.

13. Records

- 13.1 Wonde agrees that it shall keep detailed, accurate and complete records regarding any processing activities it carries out pursuant to this Agreement, including but not limited to, the access, control and security of the School Data.
- 13.2 Wonde will ensure that any such records referred to in clause 13.1 are sufficient to enable the School to verify Wonde's compliance with its obligations under this Agreement and will respond to any reasonable request by the School for copies.

14. Miscellaneous Provisions

- 14.1 Save for any statement, licence, representations or assurances as to the method or location of storage this Agreement and the Schedules to it constitutes the entire agreement and understanding between the parties and with respect to all matters which are referred to and shall supersede any previous agreements between the parties in relation to the matters referred to in this Agreement.
- 14.2 No one other than a party to this Agreement, its successors and permitted assignees shall have any right to enforce any of its terms.
- 14.3 Wonde may vary the terms of this Agreement from time to time by giving notice to the School in advance of the variation.
- 14.4 Wonde may transfer, assign or novate its rights and obligations under this Agreement to any member of its group companies to whom Wonde transfers all or substantially all of its business.

15. Governing law and jurisdiction

- 15.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual dispute or claims) shall be governed by and construed in accordance with the laws of South Africa and subject to the exclusive jurisdiction of the courts of South Africa.
- 15.2 To the extent the parties are required to comply with UK Data Protection Laws, and only in relation to matters relating to the compliance of this data processing agreement or a party's actions under it in relation to the UKGDPR or UK Data Protection Laws, this agreement shall also be governed by the laws of England and Wales, as applicable.

SCHEDULE 1

Subject matter of processing:

The transfer is necessary to enable the provision of services by Wonde as set out in clause 2.8 (provision of data integration / data extraction services).

Duration of Processing:

For as long as it is necessary to provide the Services and until the School removes the Wonde Software from the School's computer network or SIS, and then School Data is held and then deleted in accordance with Wonde's data retention policy.

Nature of Processing:

The collection, storage, organisation and re-categorisation of the School Data in connection with, and for the purpose of, providing the Services to the School.

Personal Data Categories and Types:

The School Data being processed concerns the following categories of Data Subjects:

Students / Pupils
School Employees Including volunteers, agents, temporary and casual workers
Relatives, guardians, and associates of the data subject

THE BELOW CONTAINS A GENERAL OUTLINE OF SCHOOL DATA PROCESSED BY WONDE FOR THE PURPOSES IDENTIFIED IN THIS AGREEMENT. FOR AN EXACT LIST OF

PERSONAL DATA SETS PROCESSED BY EACH APPLICATION, PLEASE CONTACT THE SCHOOL OR SCHOOL SUPPLIER DIRECTLY.

Data Types:

Identifying information – names and former names, and dates of birth, reference numbers, personal pupil number, etc
Contact information – postal and email addresses (current and former), telephone number
Education/training records and examination results
Employment details for School employees such as name, address, email, DBS information, bank details, national insurance information, previous history
Username, passwords, IP addresses and cookies
Attendance / Absence information
Information collected by the school to form a student record
Characteristic data such as financial information, pupil premium and free school meal eligibility.
Special Categories of Personal Data as defined by UK Data Protection Laws

