



## DATA HANDLING AGREEMENT

This data handling agreement records the terms upon which Wonde will use the School Data for the purpose of transferring the School Data to School approved users, including application providers of services or products to the School and this Agreement is therefore formed between Wonde and the School.

Wonde means Wonde Pty Ltd, a company registered in Australia under ACN 631 042 307 whose registered office is at Level 14, 5 Martin Place, Sydney, NSW, 2000. Wonde is part of the Wonde group of companies (**Wonde Group**) including Wonde Limited (a company incorporated in England with the company number 08645640 (**Wonde UK**)).

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

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

### 1. Definitions

1.1. In this Agreement the following definitions shall apply:

<b>"Agreement"</b>	means this Data Handling Agreement.
<b>"Authorised Persons"</b>	shall mean the persons or categories of persons that the School authorises to give Wonde instructions pursuant to this Agreement.
<b>"Confidential Information"</b>	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.
<b>"Data"</b>	means any information relating to an identified or unidentified individual or any other information defined as 'personal data' or 'personal information'.
<b>"Data Protection Laws"</b>	means all applicable data protection and privacy legislation in force from time to time in Australia and New Zealand including but not limited to the Australian <i>Privacy Act 1988</i> ("Australian Act") which incorporates the Australian Privacy Principles ("APPs"), the <i>Privacy Act 2020</i> New Zealand ("NZ Act") which incorporates the Information Privacy Principles ("IPPs"), any applicable state or territory data protection legislation and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of School Data (including, without limitation, the privacy of electronic communications); and the guidance and codes of practice issued by any Government, state or other relevant regulatory authority and applicable to either party.
<b>"Effective Date"</b>	means the date upon which the School accepts these terms.
<b>"Good Industry Practice"</b>	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.
<b>"Personal Data Breach"</b>	means an 'eligible data breach' as defined at section 26WE of the Australian Act or a 'notifiable privacy breach' as defined at section 112 of the NZ Act but shall include any breach of School Data.

<b>"School"</b>	means the school, jurisdiction or education establishment using the Wonde Software.
<b>"School Data"</b>	means any Data sets relating to students, parents and guardians, and staff at the School, and other forms of data regarding the School which are approved by any Authorised Persons.
<b>"School Suppliers"</b>	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.
<b>"Services"</b>	Means the services performed by Wonde: <ul style="list-style-type: none"> <li>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/SMS to selected School Suppliers; and</li> <li>b. to allow students, parents and guardians, and staff at the School to access selected data from the SIS/SMS and/or School Suppliers using a single account within the Wonde Software; and</li> <li>C. to allow access to, and use of the Wonde Software.</li> </ul>
<b>"SIS/SMS"</b>	means the School's database which holds the School Data.
<b>"Sub-contractors"</b>	means any third-party, person or company appointed by or on behalf of Wonde who may use or have access to Data to facilitate the provision of the Services in connection with the Agreement.
<b>"UK Data Protection Laws"</b>	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 Data

	(including, without limitation, the privacy of electronic communications); and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a party.
<b>“Wonde Group”</b>	means the group of companies of which Wonde forms a part, including Wonde Limited UK (having company number 08645640).
<b>“Wonde Software”</b>	means the software applications and platform supplied (directly or indirectly) by Wonde and used by the School including the Wonde school portal.

- 1.1 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 information, handling and security terms.
- 2.2. This Agreement applies to the extent that Wonde uses, discloses or collects any School Data which is subject to the Data Protection Laws.
- 2.3. Wonde is part of the Wonde Group, which includes entities located outside of Australia, including in Wonde UK. Wonde UK may be involved in the delivery of the Services and the Wonde Software.
- 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, to the extent that UK Data Protection Laws apply in respect of protecting the School Data, Wonde is a Data Processor, and the School is a Data Controller in respect of the School Data comprising Personal Data which is processed by the Wonde Software.

- 2.6. Information relating to Wonde's collection and handling of School Data and information is outlined in its Privacy Policy, 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 Data Protection Laws in respect of its obligations for the use, collection and disclosure of the School Data.
- 2.8. Wonde shall not use or disclose any School Data other than on the instructions of the School (unless such disclosure shall be required by any applicable law to which Wonde is subject to and Wonde has a legal basis to do so).
- 2.9. The School hereby instructs and authorises Wonde to access, collect, hold, use and disclose 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 students, parents and guardians, and staff of the School to access and manage the School Data effectively;
  - 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 that it has taken all steps necessary (including providing notice to and, where necessary, obtaining consent from, all relevant individuals) to ensure that the transfer by the School of the School Data to Wonde for the purpose of Wonde accessing and using the School Data as set out in this clause 2, is lawful under, and in full compliance with, 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 the use of the School Data which includes the following:
  - 2.11.1. the access, collection and use of School Data by Wonde will comprise the collection or extraction of School Data from the SIS/SMS, the organisation and re-categorisation of that School Data, the disclosure of the School Data to School Suppliers notified to Wonde by the School via the Wonde school portal, the handling of School Data within and for the purpose of the Wonde Software, and the disclosure 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 handling and use of School Data by Wonde is to enable Wonde to provide the Services; and
  - 2.11.3. the School Data that will be processed by Wonde will be School Data, and the individuals likely affected by the use of School Data will be students of the School, their parents (including guardians and other parental level carers), and staff of the School.

### **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/SMS, at which point this Agreement shall automatically terminate.
- 3.2. Upon termination of this Agreement, clauses 2.6, 2.9, 4, 5, 6 and 10 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. Access to Data, Complaints and Personal Data Breaches**

- 4.1. Taking into account the nature of the handling of School Data conducted by Wonde, Wonde shall (and shall use all reasonable

endeavours to procure that its Sub-contractors 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 access or correction Data under the Data Protection Laws.

4.2. Wonde shall:

- 4.2.1. promptly notify the School if it or any Sub-contractor receives a request from an individual under any Data Protection Law in respect of School Data;
- 4.2.2. notify the School promptly in writing if it receives any complaint or notice that relates directly or indirectly to the handling of the School Data and/or to either party's compliance with the Data Protection Laws; and
- 4.2.3. not, and shall use all reasonable endeavours to ensure that the Sub-contractor does not, respond to any request from an individual, except on the written instructions of the School or as required by any applicable laws to which Wonde or the Sub-contractor is subject to.

4.3. Wonde shall notify the School without undue delay upon Wonde becoming aware of:

- 4.3.1. 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;
- 4.3.2. any accidental, unauthorised or unlawful handling of the School Data; or
- 4.3.3. 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 Data Protection Laws. It shall be the responsibility of the School to report the Personal Data Breach to the appropriate regulatory authority and affected individuals, if required to do so by law, but nothing in this Agreement

limits the ability of Wonde or any of its Sub-contractors from making such reports where failure to do so would cause it to breach the Data Protection Laws.

- 4.4. Wonde shall cooperate 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 4.3.
- 4.5. Wonde shall provide reasonable assistance to the School (at the School's expense) with:
  - 4.5.1. responding to any request from an individual; and
  - 4.5.2. any privacy impact assessments, and prior consultations with competent data privacy authorities, which the School reasonably considers to be required under any Data Protection Laws.

## **5. Disclosure of School Data**

- 5.1. The School hereby consents to the Wonde Software accessing the School Data held on the SIS/SMS, for the purpose of collecting and disclosing such School Data to Wonde and to School Suppliers.
- 5.2. Upon leaving the School SIS/SMS by electronic means (via HTTPS) the School Data will be encrypted by the Wonde Software.
- 5.3. 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.
- 5.4. School Data will only be disclosed to School Suppliers where instructed by the School to the school portal within the Wonde Software.
- 5.5. The School will also enter into separate contractual terms with the School Suppliers to ensure that all Data Protection Laws are being complied with by the School Suppliers and to protect the data



relationships.

- 5.6. The School agrees that it has determined that it has a lawful basis for such a disclosure to Wonde and has provided all notices and received all consents and rights necessary under the Data Protection Laws to enable Wonde to handle the School Data in the manner described in this Agreement.
- 5.7. 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 for the collection, use, disclosure and storage of the School Data in the manner permitted by this Agreement; (iii) ensuring the School has the right to transfer or provide Wonde access to the School Data for handling under this Agreement; (iv) ensuring that the School's instructions to Wonde comply with applicable laws including the Data Protection Laws.
- 5.8. 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 this clause 5.

## **6. Ownership of the School Data and Confidential Information**

- 6.1. The School Data shall always remain the property of the School.
- 6.2. 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 handling instructions it gives to Wonde.
- 6.3. Wonde shall keep all Confidential Information and School Data confidential and shall not:
  - 6.3.1. use any Confidential Information or School Data except for the purpose of performing the Services it provides to the School; or
  - 6.3.2. 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.

6.4. Wonde shall ensure that all persons authorised by Wonde to process the School Data are:

6.4.1. 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

6.4.2. to have undertaken training on the Data Protection Laws relating to any handling of the School Data.

## **7. Security of the Data**

7.1. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of handling the School Data 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.

7.2. In assessing the appropriate level of security, Wonde shall take account in particular of the risks that are presented by the handling and use 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 Policy. Further details of Wonde's security policies and processes are available on request.

## **8. Sub-contractors and International Transfers**

8.1. To enable Wonde to optimise the delivery of its Services to the School, Wonde may from time to time transfer the School Data to Wonde UK (being within the Wonde Group and subject to the same information security and data protection systems and procedures). Wonde UK will comply with the Data Protection Laws to facilitate such a transfer and, in addition, will always comply with any UK Data

Protection Laws as they may apply.

- 8.2. Through the use of Wonde's Services, the School will control and instruct Wonde to facilitate the transfer of data to and from School Suppliers. There may be circumstances, for example, where the School has chosen to engage and use a School Supplier that is located outside of Australia. In this scenario, therefore, Wonde may be instructed by the School to transfer School Data to such overseas recipients. Whilst Wonde will comply with the relevant data protection and information security requirements and will undertake its own due diligence of such third party School Suppliers, ultimately, Wonde is relying on the School and its instructions to transfer such information. It is important to note that such a transfer to a School Supplier would occur ordinarily even if Wonde was not providing the Services to the School, because that School Supplier would require such information directly from the School (whether by CSV file transfer or such other methodology from time to time) to provide its own services to such school from time to time. It is also important to note that the School always remains in control of any such data transfer to a School Supplier whilst using the Services from time to time.
- 8.3. Like any other established software business, Wonde may use third party service providers i.e. Sub-contractors for example to optimise its provision of Services, improve internal efficiencies and assist with providing data controls. To that end, Wonde may also transfer School Data to such third parties providing services to us who are based outside of Australia such as to the United Kingdom without obtaining specific written consent. Specific examples of this include to facilitate services supporting Wonde, providing IT administration services and hosting services, and parties providing assistance with managing Wonde's databases. Wonde will only engage with Sub-contractors after undertaking due diligence and Wonde will only work with reputable and established brands who offer high levels of protection of data. If it is necessary to do this, Wonde will always look to limit the amount of data and if possible, anonymise any data that is transferred to such parties from time to time.

- 8.4. Where Wonde appoints a Sub-contractor pursuant to this clause 8, it shall ensure that the arrangement between it and the Sub-contractor 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.
- 8.5. Wonde shall ensure that each Sub-contractor appointed by it performs the obligations in this Agreement as they apply to handling of the School Data carried out by that Sub-contractor, 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-contractor in respect of the handling of the School Data.
- 8.6. Whenever Wonde transfers School Data outside of Australia or New Zealand, it will ensure a similar degree of protection is afforded to it by ensuring at least one of the following safeguards is implemented:
- 8.6.1. the School Data is disclosed to or processed in a territory which is subject to adequacy regulations under the Data Protection Laws and that the territory provides adequate protection for the privacy rights of individuals;
- 8.6.2. Wonde reasonably believes that the recipient of the School Data is subject to a law, or binding scheme, that has the effect of protecting the information in a way that, overall, is at least substantially similar to the way in which the Data Protection Laws protect the information, and there are mechanisms that individuals can access to take action to enforce that protection of the law or binding scheme;
- 8.6.3. Wonde takes reasonable steps to ensure that the foreign entity does not breach the Data Protection Laws in relation to the disclosed information;
- 8.6.4. the disclosure is required or authorised by applicable law;
- 8.6.5. the School consents to the transfer; and
- 8.6.6. the disclosure is otherwise permitted under the Data Protection Laws.

8.7. If any School Data disclosure between Wonde and the School requires execution of further contractual clauses in order to comply with the Data Protection Laws or UK Data Protection Laws, the parties shall agree to enter into a further agreement to reflect those further requirements.

## **9. Insurance**

9.1. Wonde maintains a policy of insurance in respect of public liability in respect of the Services provided by Wonde and the handling and extraction of the School Data and shall produce a copy of such policy to the School if requested to do so.

## **10. Deletion or return of School Data**

10.1. 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.

10.2. Subject to clause 10.3, the School may in its absolute discretion by written notice to Wonde at any time require Wonde to:

10.2.1. 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

10.2.2. delete and use all reasonable endeavours to procure the deletion of all other copies of School Data handled by Wonde or any of its Sub-contractors.

10.3. Wonde shall use all its reasonable endeavours to comply with any such written request within 30 days of receiving such request.

10.4. Wonde and its Sub-contractors may retain School Data to the extent required by any applicable law, provided that Wonde and its Sub-contractors shall ensure the confidentiality of all such School Data retained, and shall ensure that such School Data is only handled and used as necessary for the purpose(s) specified by the applicable laws requiring its storage and for no other purpose.

- 10.5. Wonde shall, within 30 days of a formal request from the School, provide written confirmation to the School that it has complied with this clause 10.

## **11. Audit and Information Rights**

- 11.1. Subject to clauses 11.2, 11.3 and 11.4, Wonde shall:
- 11.1.1. make available to the School on request all information reasonably necessary to demonstrate Wonde's compliance with this Agreement; and
  - 11.1.2. allow for and contribute to audits, including inspections, by the School or any auditor nominated by the School in relation to the handling of the School Data by Wonde and its Sub-contractors.
- 11.2. The information and audit rights of the School under clause 11.1 shall apply only to the extent required by Data Protection Laws.
- 11.3. The School shall give Wonde reasonable notice of any audit or inspection that it wishes to conduct under clause 11.1 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-contractors' premises, equipment, personnel and business.
- 11.4. Without prejudice to clause 11.3, Wonde or its Sub-contractors are not required to give access to their premises for the purposes of an audit or inspection:
- 11.4.1. to any individual unless he or she produces reasonable evidence of identity and authority; or
  - 11.4.2. outside normal business hours at those premises; or
  - 11.4.3. for the purposes of more than one audit or inspection in any calendar year.

## **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 School 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 School 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 data handling 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. 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 New South Wales and subject to the exclusive jurisdiction of the courts exercising jurisdiction in New South Wales.
- 14.5. 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.



## **SCHEDULE 1**

### **Subject matter of extraction of School Data**

The transfer is necessary to enable the provision of Services by Wonde as set out in clause 2.11 (provision of data integration / data extraction services).

### **Duration of handling**

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/SMS, and then School Data is held and then deleted in accordance with Wonde's data retention policy.

### **Nature of handling**

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
Authorised Persons including but not limited to School employees, state, diocese and association authorities, volunteers, agents, temporary and casual workers
Relatives, guardians, and associates of the data subject

## 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, WWC information, bank details, previous history
Usernames, 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.
Sensitive Information as defined by Data Protection Laws