

**Collins Data Processing Addendum**

This Addendum (the “**Addendum**”) is made between Covingham Park Primary School, The Harriers, Covingham Park, Swindon SN3 5BD ("**Customer**") and HarperCollins Publishers Limited, (SC 027389) 103 Westerhill Road, Bishopbriggs, Glasgow, G64 2QT (“**HarperCollins**”) and applies to and any and all agreements made between Customer and HarperCollins and/or its affiliates (whether on purchase order terms or otherwise). All agreements between the parties (whether made before or after the effective date of this Addendum) are collectively referred to herein as “the **Agreement**”. Under the Agreement, HarperCollins is providing services and/or materials and/or software (the "**Services**") to and for the benefit of Customer.

With respect to provisions regarding processing of Customer Data, in the event of a conflict between the Agreement or Order Form (between the Customer and the HarperCollins and this Addendum), the provisions of this Addendum shall prevail including in relation to agreements made after the date of this Addendum (for example by the placing of new purchase orders and the standard terms associated with the new purchase orders contain conflicting provisions). This Addendum may only be varied or superseded by the agreement of Customer and the HarperCollins in writing, expressly referring to this Addendum and the fact that it is being varied or superseded.

1. **Definitions**. Capitalised terms not otherwise defined in this Addendum shall have the meanings set forth in the Agreement. The following additional definitions shall apply:

(a)“**Customer Data**” means any information owned or provided by or on behalf of Customer, or Processed by HarperCollins on Customer’s behalf through providing the Services. Customer Data includes Personal Information/Data, special categories of Personal Information/Data, and Customer Confidential Information.

(b) “**Controller**” shall have the meaning given to it in Privacy/Data Protection Laws.

(c) “**Processor**” shall have the meaning given to it in Privacy/Data Protection Laws.

(d) **“Data Security Breach”** means: (i) the loss or misuse, by any means, of Customer Data; (ii) the inadvertent, unauthorized, and/or unlawful Processing of any Customer Data; or (iii) any other act or omission that compromises the security, confidentiality, or integrity of Customer Data.

(e) “**Personal Information/Data**” means any information which: (i) falls within the definition of "Personal Data" under Privacy/Data Protection Laws; and (ii) in relation to which HarperCollins is providing the Services or which HarperCollins is required to Process (subject to the Data Protection Legislation) under the Agreement.

(f) “**Privacy/Data Protection Laws**” means all applicable laws and regulations relating to data protection, privacy, data security, including, but not limited to, the European Directive 95/46/EC, as amended, the General Data Protection Regulation (Regulation (EU) 2016/679), the Data Protection Act 2018 and any successor legislation or regulations thereto.

(g) “**Process,” “Processing,” or “Processed**” shall have the meaning given to it in Privacy/Data Protection Laws.

(h) “**Shared Hosting Environment**” means any network device and/or application which Processes information for more than one customer on the same device or through the same application.

(i) **“Standard Contractual Clauses (Processors)”** means the contractual clauses issued by the European Commission in its Decision of 5 February 2010 on standard contractual clauses for the transfer of Personal Information/Data to processors established outside the European Economic Area.

**2. Privacy and Information Processing.** The parties acknowledge that Customer is the Controller and HarperCollins the Processor of Personal Information/Data.  In the event, due to the nature of the Services provided by HarperCollins under the Agreement, HarperCollins will be deemed or found to be a Controller under applicable Privacy/Data Protection Laws, HarperCollins shall comply with any obligations of a Controller under the applicable Privacy/Data Protection Law and otherwise perform the Services as a Controller in accordance with the applicable Privacy/Data Protection Law and vice versa for the Customer in the event it is identified as a Processor.

The categories of Customer Data to be processed by HarperCollins, categories of data subjects whose personal data will be processed, and the nature and purpose of processing activities to be performed under the Agreement are set out in Attachment 1 to this Addendum. Details of compliance are further set out at Attachment 3 to this Addendum.

A. At all times that HarperCollins Processes, and/or has access to Customer Data, HarperCollins shall:

(i) Process Customer Data only in accordance with Customer’s documented instructions and ensure that any individual under its authority who has access to Personal Information/Data does not Process them except on Customer’s instructions, and in so far as necessary, to provide the Services, and not use such Customer Data for any other reason except as necessary to provide the Services;

(ii) maintain internal record(s) of Processing activities of Personal Information/Data, copies of which shall be provided to Customer by HarperCollins or to data protection authorities;

(iii) ensure that access to the Customer Data is limited to those of its employees who need to have access to it and that they are informed of the confidential nature of the Customer Data, are under an obligation to keep such Customer Data confidential, and comply with the obligations set out in this clause 2;

(iv) comply with all applicable Privacy/Data Protection Laws to which it is subject and not, by act or omission, place Customer in violation of any Privacy/Data Protection Law;

(v) implement appropriate technical and organizational measures (both generally and where such Customer Data is stored in a Shared Hosting Environment) to ensure the security of Customer Data against: (i) unauthorized or unlawful Processing of Personal Information/Data and Customer Data; and/or (ii) a Data Security Breach. HarperCollins shall implement appropriate technical and organizational measures, insofar as is possible, to assist Customer with its fulfilment of its own obligation to respond to requests for exercising data subject’s rights, and otherwise shall implement appropriate technical and organizational security measures to ensure compliance with all requirements under Privacy/Data Protection Laws. Further information can be found at Attachment 2;

(vi) erase or rectify in accordance with Customer’s instructions any Personal Information/Data that is inaccurate or incomplete;

(vii) return or destroy, at the election of Customer, all Personal Information/Data and shall not Process any Personal Information/Data after being instructed not to do so by Customer;

(viii) use reasonable information minimization procedures in accordance with Customer’s reasonable instructions and policies to limit collection and retention of Customer Data in its systems;

(ix) assist and cooperate with Customer and provide Customer with all information Customer requires to comply and demonstrate compliance with its obligations under Privacy/Data Protection Laws;

(x) assist the Customer with carrying out any privacy impact assessments in respect of the envisaged Processing by HarperCollins, in accordance with Privacy/Data Protection Laws;

(xi) make available to the Customer all information necessary to demonstrate compliance with its obligations in this clause 2 and allow for and contribute to audits conducted by the Customer. Customer will notify HarperCollins in writing of any such reasonable request on no less than 2 weeks’ notice and will not conduct more than one audit in any calendar year;

(xii) inform Customer if it believes that any of Customer’s instructions would breach any Privacy/Data Protection Law.

B. Customer hereby provides its general authorization for HarperCollins to:

(i) appoint the processors as listed in Attachment 1; and

(ii) otherwise appoint processors to process the Personal Information/Data and Customer Data, provided that HarperCollins: (a) ensures that the terms on which it appoints such processors comply with Privacy/Data Protection Laws, and are consistent with the obligations imposed on the HarperCollins in this agreement; (b) remains responsible for the acts and omissions of any such subprocessor as if they were the acts and omissions of HarperCollins; and (c) inform the Customer of any intended changes concerning the addition or replacement of the processors, thereby giving the Customer the opportunity to object to such changes provided that if the Customer objects to the changes and cannot demonstrate, to the HarperCollins’s reasonable satisfaction, that the objection is due to an actual or likely breach of Privacy/Data Protection Laws, Customer indemnify the Supplier for any losses, damages, costs (including legal fees) and expenses suffered by HarperCollins in accommodating the objection

**3. Cooperation.** Upon notice to HarperCollins, HarperCollins shall assist and support Customer in the event of an investigation by any governmental entity or authority, including, without limitation, any data protection authority, or similar regulator, if and to the extent that such investigation relates to Customer Data handled by HarperCollins on behalf of Customer.

**4. Third-Party and Data Subject Requests.** If HarperCollins is requested or required to disclose any Customer Data to a third party, HarperCollins shall immediately provide Customer with written notice of any such requested or required disclosure. HarperCollins shall not disclose any Customer Data without first providing Customer the opportunity to exercise any rights it may have under applicable law to prevent or limit such disclosure.

HarperCollins shall notify Customer of any data subject requests seeking to exercise a right under Privacy/Data Protection Laws and shall assist Customer to respond to such request.

**5. Disposal of Customer Data.** Upon termination or expiration of the Agreement, HarperCollins shall delete or return any and all Customer Data in a manner and format reasonably requested by Customer in accordance with the terms of this Addendum.

**6. International Data Transfers.** If necessary, HarperCollins will enter into the EU Standard Contractual Clauses, or other legally compliant transfer mechanism, to ensure compliance with the Privacy/Data Protection Laws. If for any reason the EU Standard Contractual Clauses are deemed invalid or incorrect HarperCollins and/or one or more of its affiliates or permitted subcontractors and agents and/or Customer will enter into EU Standard Contractual Clauses (as varied in order to comply with Privacy/Data Protection Laws) or any other mutually agreed upon international data processing and transfer agreement(s) in order to satisfy cross-border transfer obligations relating to Personal Information/Data pursuant to applicable Privacy/Data Protection Laws.

**7. Data Security Breach.** HarperCollins is responsible for any and all Data Security Breaches relating to the Customer’s data that HarperCollins is processing. HarperCollins shall promptly notify Customer in writing of any known Data Security Breach and provide the Customer with all information it requires to comply with its notification obligations to data protection authorities and data subjects, under Privacy/Data Protection Laws.

**8. Liability and Indemnity.** The parties agree to indemnify and hold harmless the other party and its parent and affiliated companies, and each of its and their officers, employees, directors and agents from any losses (excluding indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis)) arising out of, or which may be in any way be attributable to (a) any violation of this Addendum; (b) the negligence, gross negligence, or intentional or willful misconduct of the other party or its personnel in connection with the obligations set forth in this Addendum; and (c) the use of any subcontractor or service provider in connection with or relating to that party’s performance under the Agreement.

**9. Survival.** Both parties obligations under this Addendum shall survive termination and continue for so long as HarperCollins continues to Process or have access to Customer Data and/or Personal Information/Data.

**10. Further Assurances.** The parties shall take any other steps reasonably requested by the other party to assist in complying with any notification, registration or other obligations applicable under any laws applicable to HarperCollins’s and/or Customer’s Processing of Personal Information/Data. The parties agree they shall not do, or refrain from doing, anything that would, or could, cause the other party and/or its affiliates to not be in compliance with privacy, data protection, and/or information security laws applicable to it, or them.

During the term of the Agreement the parties shall cooperate in good faith to resolve any issues and to implement processes and practices necessary to address changes in law.

IN WITNESS WHEREOF, this Addendum is entered into with effect from the date first set out below.

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| **HARPERCOLLINS PUBLISHERS LTD** |
| By:  |
| Name: DAVID MURRAY |
| Title: OPERATIONS DIRECTOR |
| Date: \_\_\_12/10/23\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

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| --- |
| **[Customer]**By:  |
| Name:  |
| Title:  |
| Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

**Attachment 1: Data Processing**

The data processing activities carried out by HarperCollins under the Agreement are as follows:

**1. Subject matter**

HarperCollins will Process Personal Data as necessary to perform the Services as set out in the Agreement, and as instructed by the Customer.

**2. Duration**

For the duration of the Agreement unless otherwise agreed in writing.

**3. Nature and Purpose**

HarperCollins will Process the Personal Data in order to perform the Services as set out in the Agreement

**4. Data categories (including special categories of data)**

The Personal Data to be Processed under the Agreement may concern the categories of data set out in the Agreement and otherwise agreed between the parties.

*Mandatory fields in* ***bold****.*

Students: **Name, School Year**, Email address, Sex, MIS ID (unique pupil number)
Teachers: **Name, Email Address**

**5. Data subjects**

The Personal Data to be processed by HarperCollins under the Agreement is of Students and Teachers.

**6. List of Instructions With Respect To the Processing Of Customer Personal Data**

The general instructions contained in the terms of this Addendum shall apply, plus any information or data security policy which is agreed to apply under the Agreement, or which may be agreed in writing from time to time by a duly authorised signatory for each party.

* Registration of the service and assignment of ebooks for children under 13 is to be undertaken by the school administrator.
* School administrators are responsible for set up of pupils. However, in some cases they might request support service from our Education support team to help with this set up.
* The platform captures school name, school administrator email, teacher name, teacher email, pupil name (can be formatted / obfuscated by the school), school year, sex (optional), student email address (optional), and MIS ID (optional). This data allows the creation of unique identifier for the pupil and assignment of relevant ebooks to the bookshelf.

**7. Approved Sub-Processors**

|  |  |
| --- | --- |
| **Name** | **Purpose** |
| **Excelsoft Technologies PVT** | Excelsoft, registered and based in India, is the developer of the digital platforms Connect and Openpage. They are responsible for the overall build, ongoing development work and they host the platform as part of our agreements. All schools data is hosted in EU via Amazon web services. |
| **Area9 Lyceum ApS** | Area9, registered and based in Denmark, is the developer of the digital platform ADAPT. They are responsible for the overall build, ongoing development work and they host the platform as part of our agreements. All data is hosted in EU via Amazon web services. |

**8. Collins Contact**

David Murray –Operations Director

 Tobias Hirst – Senior Legal Advisor

**Attachment 2: Technical and Organisational Measures**

* The Collins’ platforms are compliant with ISO 27001, Cyber Essentials Plus.
* Any Data is hosted securely in Amazon AWS Europe
* For any systems or administrative access from outside the EU, we have entered into Standard Contractual Clauses.
* All User passwords are encrypted/hashed.
* SSL is used for data encryption during transit.
* Additional security is provided via application firewall with appropriate security rules. Rules are reviewed regularly and updated as and when required.
* Regular Penetration tests of the platform are carried out and any security patches applied.
* As a business we regularly train all staff on GDPR & Data protection.
* Accuracy of data is ensured via standardisation of processes and responsibilities along with permission based access & controls.
* Our customer support teams and product managers only have access only to data relevant to their role via appropriate permissions based access.
* We do not collect or store any special categorisation personal data. The legal basis for what we hold is legitimate business interest.
* Personal data is stored only for the duration of valid subscription and if necessary permission sought to extend beyond subscription end-dates if appropriate. If not data is automatically deleted after 90 days.
* Our privacy notice is reviewed annually as a business.

**Attachment 3: Summary of Data Processor obligations**

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| **Description of Processor responsibilities**  | **Yes / No**  |
| Processor will only act on the written instructions of the controller.  | Yes  |
| Processor will not use a sub-processor without the written authorisation of the controller and under a written contract.  | Yes  |
| Processor will co-operate with supervisory authorities (such as the ICO) in accordance with Article 31.  | Yes  |
| Processor will ensure the security or its processing in accordance with Article 32.  | Yes  |
| Processor will keep records of its processing activities in accordance with Article 30.2.  | Yes  |
| Processor will notify of any data breaches to the controller in accordance with Article 33.  | Yes  |
| Processor will employ a Data Protection Officer if required in accordance with Article 37 and; and  | Yes  |
| Processor will appoint in writing a representative within the European Union if required in accordance with Article 27.  | Yes  |
| Processor will delete or return all personal data to the controller as requested at the end of the contract.  | Yes  |
| Processor will submit to audits and inspections, provide the controller with whatever information it needs to ensure that they are both meeting their Article 28 obligations, and tell the controller as soon as is practicably possible if it is asked to do something infringing the GDPR or other data protection law of the EU or a member state.  | Yes  |
| Processor will assist the controller in obligations in relation to the security of processing, the notification of personal data breaches and data protection impact assessments.  | Yes  |
| Processor must obtain a commitment of confidentiality from anyone it allows to process the data, unless they are already under such a duty of law.  | Yes  |
| Processor must inform the controller as soon as is practicably possible if it thinks it has been given an instruction which does not comply with the GDPR, or related data protection law.  | Yes  |