

## **Ambition Institute and Steplab**

### **Data Processing Agreement**

Ambition Institute, whose registered address is The Yellow Building, 1 Nicholas Road, London, W11 4AN

and Steplab, company number 12874930 whose registered address is 520 High Road Leyton, Leyton, London, United Kingdom, E10 6RL, who processes the following data (“the Personal Data”) on behalf of Ambition Institute and is known as the Processor in accordance with the definition under the Data Protection Act 2018. Ambition Institute is the Data Controller.

### **What personal data will be processed?**

Identifiable data includes:

- First Name, Last Name, Email address, School role, Subject taught, School Unique Reference Number, School, Coaching data
- Any additional information that you may choose to share in the course of your work with the Data Processor as part of service delivery.

The Processor will process this personal data for the following purpose only:

- In order to administrate access and provide the service to users to enable the design, delivery, monitoring and evaluation of programmes delivered by Ambition Institute.

The lawful basis for this processing is the fulfilment of a contractual obligation.

### **OWNERSHIP OF THE INFORMATION**

All personal data processed on behalf of Ambition Institute are and will remain the property of Ambition Institute at all times.

### **THE AGREEMENT**

This agreement evidences an undertaking by the processor that it will process the personal data strictly in accordance with its obligations under the agreement / contract and with the following conditions:

1. The processor only acts on the instructions from the Ambition Institute.

2. The processor shall employ appropriate operational and technological processes and procedures to keep the personal data safe from unauthorised use or access, loss, destruction, theft or disclosure. The organisational, operational and technological processes required by the data controller and in compliance with the data protection act 2018 and, when applicable, the general data protection regulation (regulation (EU) 2016/679) (“GDPR”) as appropriate to the services being provided to Ambition Institute.
3. The processor will not keep the personal / confidential data on any laptop or other removable drive or device unless that device is protected by being fully encrypted, and the use of the device or laptop is necessary for the provision of the services under this agreement. Where this is necessary, the processor will keep an audit trail of which laptops/drives/devices the personal data are held on.
4. The processor shall ensure that only such of its personnel who may be required by it to assist it in meeting its obligations under the agreement shall have access to the personal / confidential data.
5. The processor shall ensure that all personnel used by it to provide the services as defined in the agreement / contract have undergone training in the law of data protection, their duty of confidentiality under contract and in the care and handling of personal data.
6. The processor agrees to assist Ambition Institute promptly with all subject information requests which may be received from the data subjects of the personal data.
7. The processor agrees to assist Ambition Institute promptly with all freedom of information requests, which may be received by Ambition Institute.
8. The processor shall not use the personal / confidential data for any purposes other than those detailed in the agreement and terms and conditions of use notified to the data subjects.
9. The processor shall not disclose the personal / confidential data to a third party in any circumstances other than at the specific written request of the Ambition Institute or when required to ensure continuity of the agreed services.
10. The processor will not transfer the personal data to any country outside the European Economic Area (EEA) without explicit written agreement from Ambition Institute.
11. The processor will ensure that the personal data is removed from their systems by the agreed date at the end of this work, or by the agreed date on termination of the contract.
12. The processor will notify Ambition Institute of any information security incident that may impact the processing of the personal data covered by this agreement within one working day of discovering or becoming aware of any such information security incident. Following the report of any such incident, the processor will cooperate with Ambition Institute’s staff whilst they carry out a risk assessment, root cause analysis and identify any corrective action required. The processor will cooperate with Ambition Institute in implementing any required corrective action agreed between the parties.

13. Ambition Institute will notify the processor of any information security incident that may impact the processing of the personal data covered by this agreement within one working day of discovering or becoming aware of any such information security incident. Following the report of any such incident, Ambition Institute will cooperate with the processor's staff whilst they carry out a risk assessment, root cause analysis and identify any corrective action required. Ambition Institute will cooperate with the processor in implementing any required corrective action agreed between the parties.
14. This agreement shall be governed by and interpreted in accordance with the laws of the United Kingdom.
15. Each party shall ensure that any information supplied to the other party shall comply with the requirements of all legislation in force from time to time including, without limitation, the data protection act 2018 ("DPA") and, when applicable, the general data protection regulation (regulation (EU) 2016/679) ("GDPR").
16. The processor shall ensure the reliability and training of all its relevant employees to ensure awareness and compliance with applicable obligations under the DPA and/or GDPR. The processor shall further ensure refresher training is provided to the relevant employees as necessary and, in any event, no less than once per year.
17. The processor shall immediately notify Ambition Institute if the data processor receives:
  - a. A request from any person whose personal data it holds to access his personal data; or
  - b. A complaint or request relating to the obligations under the DPA and/or the GDPR.
18. The processor can use the data related to the provision, operation or use of the service by Ambition Institute users as long as the data does not reveal the identity, whether directly or indirectly, of the user for the following purposes:
  - a. To improve their service by tracking user interactions with material and the platform
  - b. For data analysis