

# MEGA SEATING PLAN

## GDPR Article 28 Data Processing Addendum

Between:

Mega Seating Plan Ltd (company number 10358390), 95 NV Buildings, 98 The Quays, Salford M50 3BD (“Mega Seating Plan”); and

\_\_\_\_\_ (“The School”)

The School is the owner and/or data controller of certain data (“School Data”) and agrees that Mega Seating Plan may process that data on the terms of this Agreement.

1. The School shall own the School Data and shall have sole responsibility for the legality, reliability, integrity, accuracy backing up and quality of the School Data.
2. Both parties will comply with all applicable requirements of the Data Protection Legislation. This Agreement is in addition to, and does not relieve, remove or replace, a party’s obligations under the Data Protection Legislation. Capitalised words which are defined in the Data Protection Legislation have the same meaning in this Agreement.
3. The parties acknowledge that for the purposes of the Data Protection Legislation, the School is the Data Controller and Mega Seating Plan is the Data Processor of the School Data. The Data Sharing Agreement sets out the scope, nature and purpose of processing by Mega Seating Plan, the duration of the processing and the types of personal data and categories of Data Subject. In addition, the School consents to the appointment of Groupcall Limited as a sub-processor of in relation to the processing of School Data.
4. Without prejudice to the generality of clause 2, the School will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to Mega Seating Plan for the duration and purposes of this Contract and has entered into appropriate data sharing agreements and the School shall, whenever requested by Mega Seating Plan provide copies of all agreements and consents to Mega Seating Plan such that Mega Seating Plan can satisfy itself as to these consents (provided always that it shall be the School’s sole responsibility to ensure that it has all necessary consents).
5. Without prejudice to the generality of clause 2, Mega Seating Plan shall, in relation to any Personal Data processed in connection with the performance by Mega Seating Plan of its obligations under this Agreement:
  - 5.1. process that Personal Data only on the written instructions of the School and any Data Controller in relation to the Personal Data unless Mega Seating Plan is required by the laws of the United Kingdom, any member of the European Union or by the laws of the European

Union applicable to Mega Seating Plan to process Personal Data (“Applicable Laws”). Where Mega Seating Plan is relying on laws of the United Kingdom, a member of the European Union or European Union law as the basis for processing Personal Data, Mega Seating Plan shall promptly notify the School of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit Mega Seating Plan from so notifying the School;

- 5.2. ensure that it has in place appropriate technical and organisational measures, reviewed by the School if the School elects, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
- 5.3. ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
- 5.4. assist the School and any Data Controller of the Personal Data, at the School’s cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- 5.5. at the written direction of the School or the relevant Data Controller, delete or return Personal Data and copies thereof to the School or the Data Controller on termination of the Agreement unless required by Applicable Laws to store the Personal Data;
- 5.6. notify the School without undue delay on becoming aware of a Personal Data breach who must then notify the relevant Data Controller;
- 5.7. maintain complete and accurate records and information to demonstrate its compliance with this Agreement;
- 5.8. not transfer any Personal Data outside of the European Economic Area unless:
  - 5.8.1. this is at the request of the School (for example but not limited to a request for the delivery of Personal Data to a person or a server situated outside the European Economic Area); or
  - 5.8.2. the prior written consent of the School has been obtained; or
  - 5.8.3. the transfer is permitted by Chapter V of the GDPR or other provisions of Applicable Laws.

5.8.4. to assist the School in carrying out data protection impact assessments and consulting with relevant supervisory authorities where such assessments and/or consultations are required pursuant to the Data Protection Legislation, provided that the scope of such assistance shall be agreed by the parties in advance.

5.9. The School does not consent to Mega Seating Plan appointing any third-party processor of Personal Data under this Agreement.

5.10. The School shall indemnify and hold Mega Seating Plan harmless from and against any and all losses and damages to the extent arising from or related to School Data (except to the extent that any such claim, demand or action arose out of or is in connection with Mega Seating Plan's intentional misuse of, infringement of, or gross negligence or wilful misconduct in relation to School Data).

5.11. The parties shall co-operate with each other to demonstrate compliance with this clause Agreement and allow for and contribute to audits, including inspections conducted by or on behalf of the School.

5.12. This Agreement will remain in full force and effect so long as Mega Seating Plan retains any School Data. Any provision of this Agreement that expressly or by implication should come into or continue in force on or after termination in order to protect Personal Data will remain in full force and effect.

In this Agreement, Data Protection Legislation means (i) the Data Protection Act 2018 while it is force; (iii) any successor legislation to the GDPR or the Data Protection Act 2018.

Name and address of School:

Signed by: [Name of School] .....

Print name:

Position:

Date:

Signed by: Mega Seating Plan Ltd .....

Print name:

Position:

Date: