

AGREEMENT BETWEEN SCHOOLS AND EDUCATION AUTHORITY FOR THE
PROVISION OF DATA PROTECTION OFFICER SERVICES

Version: May 2018



Data Protection Officer Services Agreement

AGREEMENT BETWEEN SCHOOLS AND EDUCATION AUTHORITY FOR THE
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This Agreement is dated: **7th June 2018**

BETWEEN

1. **The Education Authority** whose registered address is at 40 Academy Street, Belfast, BT1 2NQ (the “**Authority**”); and
2. **The Board of Governors of Botanic Primary School** whose address is at **6 Botanic Court, Belfast. BT7 1QY** (the “**School**”).

BACKGROUND

- A. The School continues to be a data controller in respect of all personal data it collects in relation to its pupils, their parents, families, carers and legal guardians as well as employees, workers and contractors and has delegated day-to-day data protection compliance to the Principal.
- B. The GDPR comes into effect on 25 May 2018, replacing the Data Protection Act 1998.
- C. Under the GDPR, Schools are required to appoint a Data Protection Officer and the Authority has agreed to make available a designated individual within the Authority to undertake this role for and on behalf of the School on the terms set out in this Agreement.

IT IS AGREED AS FOLLOWS

1 DEFINITIONS AND INTERPRETATION

1.1 The following words and phrases shall have the following meanings:

“ Commencement Date ”	25 May 2018
“ Data Protection Legislation ”	means, while they remain in force, GDPR, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003, once they come into force, the Data Protection Bill and all applicable laws and regulations relating to processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner’s Office or other relevant data protection or supervisory authority from time to time;

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“Data Protection Officer”	the individual designated by the Authority as data protection officer for the School and so appointed by the School in accordance with Article 37(1) GDPR and the terms of this Agreement
“DPO Services”	services provided by the Authority as set out in Schedule 1 , including services which are incidental or ancillary to such services
“GDPR”	Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC
“Information Commissioners Office”	the independent public authority in the United Kingdom and Northern Ireland responsible for monitoring the application of GDPR in accordance with Part VI of GDPR
“Initial Term”	12 months from the Commencement Date
“Principal”	the individual appointed as Principal who is responsible for the internal organisation, management and control of the School
“Principal’s Responsibilities”	the responsibilities of the Principal for the operational management of data protection compliance at the School and as set out in Part 2 of Schedule 2
“School Responsibilities”	the responsibilities of the School (acting by its Board of Governors) as set out in Part 1 of Schedule 2 .

- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this Agreement.
- 1.3 The schedules form part of this Agreement and shall have effect as if set out in the body of this Agreement. Any reference to this Agreement includes the schedules.
- 1.4 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.5 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.6 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2 COMMENCEMENT AND DURATION

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This Agreement shall commence on the Commencement Date and shall continue for the Initial Term and shall continue thereafter on a rolling 12 month basis unless terminated earlier in accordance with **clause 9**.

3 APPOINTMENT

- 3.1 The School is required to appoint a Data Protection Officer in accordance with Article 37(1) of GDPR and wishes to appoint the Authority as the Data Protection Officer for the School.
- 3.2 The Authority agrees to be appointed by the School as a Data Protection Officer and to provide the DPO Services to the School in accordance with the terms of this Agreement.
- 3.3 The School therefore appoints the Authority as Data Protection Officer for the purposes of Article 37(1) of GDPR in accordance with the terms of this Agreement.
- 3.4 The School acknowledges and agrees that it shall continue to undertake (and shall procure that the Principal shall continue to undertake) all such operational actions (including the School Responsibilities) as may be required to ensure compliance with Data Protection Legislation.

4 RESPONSIBILITIES OF THE AUTHORITY

- 4.1 The responsibilities of the Authority are set out in **Schedule 1**.
- 4.2 The Authority shall:
 - 4.2.1. appoint a nominated Data Protection Officer for the School;
 - 4.2.2. use reasonable endeavours to supply the Data Protection Officer Services in accordance with this Agreement in all material respects.
 - 4.2.3. use reasonable endeavours to observe all health and safety and security requirements that apply at the School's premises and that have been communicated to it, provided that it shall not be liable under this Agreement if, as a result of such observation, it is in breach of any of its obligations under this Agreement.

5 OBLIGATIONS OF THE SCHOOL

- 5.1 The School shall remain responsible at all times for compliance with its statutory obligations as a data controller under GDPR.
- 5.2 The School shall:
 - 5.2.1. carry out the School Responsibilities in accordance with the terms of this Agreement;
 - 5.2.2. co-operate with the Authority in all matters relating to the Data Protection Officer Services;
 - 5.2.3. act reasonably, with due prudence, and in accordance with legal advice and (where appropriate) the advice of the Authority;
 - 5.2.4. designate the Principal as the School's operational manager for the Data Protection Officer Services;
 - 5.2.5. procure that the Principal undertakes the Principal's Responsibilities set out in **Part 2 of Schedule 2**;

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- 5.2.6. grant the Principal such authority as may be required to contractually bind the School on matters relating to the Data Protection Officer Services and the School's data protection and GDPR compliance activities;
 - 5.2.7. ensure that the Data Protection Officer is involved properly and in a timely manner in all issues which relate to the protection of personal data;
 - 5.2.8. provide (or shall procure that the Principal shall provide) to the Authority in a timely manner all documents, information, items and materials in any form (whether owned by the School or a third party) required under **Schedule 2** or otherwise reasonably required by the Authority in relation to the Data Protection Officer Services and the School's compliance with the Data Protection Legislation;
 - 5.2.9. ensure that all documents, information, items and materials provided in accordance with **clause 5.2.8** are accurate and complete;
 - 5.2.10. provide the Authority and/or the Data Protection Officer with access to the School's premises as may be necessary to comply with its obligations under this Agreement; and
 - 5.2.11. inform the Authority and/or the Data Protection Officer of all health and safety requirements that apply at the School's premises.
- 5.3 The School shall not be entitled to dismiss or penalise the Data Protection Officer in relation to performance of the Data Protection Officer Services under this Agreement.
- 5.4 If the School does not follow the advice given or undertake actions recommended or advised by the Data Protection Officer, the School must ensure it maintains a record of such recommendations or advice and the School's justification for not implementing such recommendations or advice.
- 5.5 The School will ensure the Data Protection Officer has:
- 5.5.1. full and active support from the Principal;
 - 5.5.2. adequate resources (including appropriate staff, technology and arrangements to apply in their absence); and
 - 5.5.3. independence of action.
- 5.6 The School shall be entitled to delegate such of the School Responsibilities to the Principal as it sees fit but, notwithstanding any such delegation, the School shall at all times remain responsible for proper performance of the School Responsibilities.

6 CHANGE CONTROL

The Authority shall be entitled to make such changes to the nature and/or scope of the Data Protection Officer Services (including the identity of the Data Protection Officer) as it deems necessary to comply with any applicable law or regulatory requirement or if the change will not materially affect the nature of the Data Protection Officer Services.

7 CONFIDENTIALITY

- 7.1 Each party undertakes (and the School shall procure that the Principal shall undertake) that it shall not at any time, disclose to any person any confidential information concerning the operations, affairs or employees of the other party,

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except as permitted in **clause 7.2**.

7.2 Each party may disclose the other party's confidential information:

7.2.1. to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this Agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this **clause 7**; and

7.2.2. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority, including the Information Commissioner's Office.

7.3 No party shall use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Agreement.

8 LIMITATION OF LIABILITY

8.1 Nothing in this Agreement shall limit or exclude the Authority's liability for:

8.1.1. death or personal injury caused by its negligence;

8.1.2. fraud or fraudulent misrepresentation; or

8.1.3. any other liability which cannot be limited or excluded by applicable law.

8.2 Subject to **clause 8.1**, neither the Authority nor the Data Protection Officer shall be liable to the School, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this Agreement for any:

8.2.1. fine(s) imposed by the Information Commissioner's Office;

8.2.2. any costs associated with any breach of GDPR such as costs of investigations, legal fees, adviser fees and any further relevant fees and costs;

8.2.3. loss of profits;

8.2.4. loss of anticipated savings;

8.2.5. loss of or damage to goodwill;

8.2.6. loss of use or corruption of software, data or information; or

8.2.7. indirect or consequential loss.

8.3 The GDPR makes it clear that it is the School, as data controller, who is required to ensure and to be able to demonstrate that its data processing is performed in accordance with the relevant regulations. The role of the Authority, and more specifically the Data Protection Officer, shall be to supervise the activities of the data controller and to maintain an effective internal data protection compliance programme. As such the Authority is not responsible in cases of the School's non-compliance with the GDPR and consequently the Authority is not liable for any fines or costs arising from such a breach.

9 TERMINATION

9.1 Without affecting any other right or remedy available to it, either party may

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terminate this Agreement upon 28 days' written notice to the other party.

9.2 Without affecting any other right or remedy available to it, either party may terminate this Agreement with immediate effect by giving written notice to the other party if:

9.2.1. the other party commits a material breach of any terms of this Agreement and such breach is irremediable or if such breach is remediable fails to remedy that breach within a period of 28 days after being notified in writing to do so;

9.2.2. the other party repeatedly breached any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement.

10 CONSEQUENCES OF TERMINATION

Termination or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry.

11 DISPUTE RESOLUTION

11.1 If a dispute arises out of or in connection with this Agreement or the performance, validity or enforceability of it (**Dispute**), then, except as expressly provided in this Agreement, the parties shall follow the procedure set out in this clause:

11.1.1. either party shall give to the other written notice of the Dispute, setting out its nature and full particulars (**Dispute Notice**), together with relevant supporting documents. On service of the Dispute Notice, the Information Governance Manager of the Authority and the Principal shall attempt in good faith to resolve the Dispute;

11.1.2. if the Information Governance Manager of the Authority and Principal are for any reason unable to resolve the Dispute within [30] days of service of the Dispute Notice, the Dispute shall be referred to the Chief Executive Officer of the Authority and the Chair of the Board of Governors of the School who shall attempt in good faith to resolve it.

11.2 If the Dispute cannot be resolved in accordance with this **clause 11**, the Dispute shall be finally resolved by the courts of Northern Ireland in accordance with **clause 20** of this Agreement.

12 FORCE MAJEURE

Neither party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under the Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control.

13 ENTIRE AGREEMENT

13.1 This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to the subject matter.

13.2 Each party agrees that it shall have no remedies in respect of any statement,

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representation, assurance or warranty, whether made innocently or negligently, that is not set out in this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this Agreement.

14 SEVERANCE

If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this **clause 14** shall not affect the validity and enforceability of the rest of the Agreement.

15 WAIVER

A waiver of any right or remedy under this Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy

16 NO PARTNERSHIP OR AGENCY

Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

17 THIRD PARTY RIGHTS

This Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

18 NOTICES

18.1 Any notice or other communication given to a party under or in connection with this Agreement shall be in writing and shall be:

18.1.1. Delivered by hand or by pre-paid first-class post or other next Business Day delivery service; or

18.1.2. Sent by fax or email.

18.2 Any notice or communication shall be deemed to have been received

18.2.1. If delivered by hand, on signature of a delivery receipt;

18.2.2. If sent by pre-paid first-class post or other next Business Day delivery service, at 9am on the second Business Day after posting, or at the time recorded by the delivery service; and

18.2.3. If sent by fax or email, at 9:00am on the next Business Day after transmission.

18.3 This **clause 18** does not apply to the service of any proceedings or any documents

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in any legal action or, where applicable, any arbitration or other method of dispute resolution.

19 **GOVERNING LAW**

This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection within it or its subject matter or formation shall be governed by and construed in accordance with the law of Northern Ireland.

20 **JURISDICTION**

Subject to **clause 11**, each party irrevocably agrees that the courts of Northern Ireland shall have exclusive jurisdiction to settle any dispute or claim that arises (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.

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This Agreement has been entered into on the date stated at the beginning of it

Signed by _____ for
and on behalf of the Education
Authority

Signed by [the Chair of the
Board of Governors]
for and on behalf of the School

Dated _____

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Schedule 1

Role and Responsibilities of the Authority

The Authority shall and shall procure that the Data Protection Officer shall:

1 General

- 1.1 Facilitate compliance by the School with the GDPR by ensuring effective systems and controls are in place;

2 Responsibilities under GDPR

- 2.1 Inform and advise the School regarding its obligations under the Data Protection Legislation;
- 2.2 Monitor the School's compliance with Data Protection Legislation and the School's policies in relation to the protection of personal data;
- 2.3 Provide advice where requested as regards any data protection impact assessment and monitor its performance;
- 2.4 Serve as the School's primary point of contact and liaison for the Information Commissioner's Office on all data protection related matters under GDPR;
- 2.5 Cooperate with the Information Commissioner's Office;
- 2.6 Act as the contact point for the Information Commissioner's Office on issues relating to processing personal data and to consult, where appropriate, with regard to any other matter;
- 2.7 In the performance of his/her tasks have due regard to the risk associated with processing operations by the School, taking into account the nature, scope, context and purposes of processing.

3 Awareness and Training

- 3.1 Provide or procure the provision of training for Principals and key staff in the School in relation to GDPR and data protection obligations and provide training materials to support Principals in delivering training to School employees, workers and volunteers.

4 Monitoring compliance with GDPR

- 4.1 Be entitled to:
 - 4.1.1 Collect information to identify the School's processing activities;
 - 4.1.2 Analyse and check the compliance of the School's processing activities
 - 4.1.3 Inform, advise and issue recommendations to the School and/or the Principal.
- 4.2 Monitor the School's registration with the Information Commissioner's Office.

5 Data Protection Impact Assessments

- 5.1 Assist the School in carrying out any Data Protection Impact Assessments from time to time.

6 Co-operating with the Information Commissioner's Office

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- 6.1 Co-operate with the Information Commissioner's Office and act as a contact point in respect of any data processing issues.
- 6.2 Communicate with the Information Commissioner's Officer when he or she deems it appropriate.

7 **Data Breaches**

- 7.1 Liaise with the Information Commissioner's Office in relation to any data breaches.
- 7.2 Provide sample data breach management procedures, will support any data breach investigations, will assess the significance of any data breaches and will manage any Information Commissioner's Office Investigations.
- 7.3 The Data Protection Officer shall directly report to the highest management level within the School, ordinarily to the Principal.

8 **Data Protection Officer's details**

The Data Protection Officer assigned to the School shall be: the Education Authority

He/she can be contacted as required by the following means:

Address: 40 Academy Street, Belfast BT1 2NQ

Email: dpo@eani.org.uk

Telephone: 028 8241 1300

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Schedule 2

Role and Responsibilities of the School and Principal

Part 1: School Responsibilities

1 General

- 1.1 The School continues to be a Data Controller and the Board of Governors of the School is responsible for ensuring the School is compliant with GDPR.

2 Informing and Involving the Data Protection Officer

- 2.1 The School shall ensure that the Data Protection Officer is involved, properly and in a timely manner, where appropriate, in issues which relate to the protection of personal data.

3 Supporting the Data Protection Officer

- 3.1 The School must support the Data Protection Officer by providing resources necessary to carry out those tasks and access to personal data and processing operations. This includes:
- 3.1.1 Active support of the Data Protection Officer's function by senior management at the School;
 - 3.1.2 Official communication of the designation of the Data Protection Officer to all staff to ensure that their existence and function is known within the School; and
 - 3.1.3 Necessary access to other services, such as Human Resources, legal, IT, security etc. in order that Data Protection Officer can receive essential support, input and information from those other services.

4 Provision of Information to the Data Protection Officer

- 4.1 The onus is on the School to support the Data Protection Officer and ensure that all relevant information, documentation and materials (including the School's data breach management procedure, subject access procedure and document retention schedule) are provided to the Data Protection Officer in a timely manner in order to allow him to provide adequate and timely advice.
- 4.2 The School should ensure that all such information, documentation and materials are accurate and complete.

5 Independence of the Data Protection Officer

- 5.1 The School shall ensure that the Data Protection Officer does not receive any instructions regarding the exercise of his/her tasks.
- 5.2 The School must treat the Data Protection Officer with autonomy and must not provide instructions to the Data Protection Officer, for example, on how to investigate a complaint, whether to contact the Information Commissioner's Office, what result should be achieved or how the law should be interpreted.
- 5.3 However, the autonomy of the Data Protection Officer does not mean that their powers are extended beyond their tasks as set out in **Schedule 1**. The School remains responsible for compliance with Data Protection Legislation and must be able to demonstrate said compliance.

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5.4 In any circumstances in which the School may decide to take a certain course of action, contrary to the Data Protection Officer's advices, the Data Protection Officer should be given the opportunity to make their dissenting opinion clear to the highest management level and to any other relevant decision makers.

6 **Publication and Communication of Data Protection Officer's Contact Details**

6.1 The School is required to:

6.1.1 Publish the contact details of the Data Protection Officer; and

6.1.2 Communicate the contact details of the Data Protection Officer to the Information Commissioner's Office.

6.2 These contact details should name the Education Authority as Data Protection Officer and include the postal address, telephone number and email address, as included in **Schedule 1**.

6.3 The name of the Data Protection Officer should be made available to all internal employees but need not be made available to external data subjects.

7 **Awareness and Training**

7.1 The School shall ensure that all School employees, workers and volunteers are provided with regular training and are aware of their responsibilities and to keep records of all relevant training.

8 **Data Protection Impact Assessments**

8.1 Seek the advice of the Data Protection Officer on the following issues:

8.1.1 Whether or not to carry out a Data Protection Impact Assessment (DPIA);

8.1.2 What methodology to follow when carrying out a DPIA;

8.1.3 Whether to carry out the DPIA in-house or whether to outsource it;

8.1.4 What safeguards (including technical and organisational measures) to apply to mitigate any risks to the rights and interests of the data subjects; and

8.1.5 Whether or not the DPIA has been correctly carried out and whether its conclusions are in compliance with the GDPR.

8.2 If the School disagrees with the advice provided by the Data Protection Officer, the Data Protection Impact Assessment Documentation should specifically justify in writing why the advice has not been taken into account.

8.3 It is the task of the School, as the data controller, not of the Data Protection Officer, to carry out, when necessary a Data Protection or Privacy Impact Assessment.

9 **Data breaches**

9.1 Together with the Principal, implement the School's data breach management procedure.

9.2 Provide the Data Protection Officer with all relevant information immediately upon it becoming available in order that he/she can report any breach to the Information Commissioner's Office in accordance with GDPR and the School's data breach management procedure.

9.3 In relation to any alleged or potential data breaches, it is imperative that the School

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provides the Data Protection Officer with full details and facts as to the issues, their efforts to resolve the issues and their GDPR compliance.

- 9.4 It is also necessary that the School fully complies with any requests from the Education Authority or the Data Protection Officer regarding requests for information relevant to any alleged or potential data breach.
- 9.5 The onus is on the School to identify data breaches and to investigate any alleged or potential breaches.

10 Further Roles of the School under GDPR

- 10.1 To ensure that the Principal registers the School with the Information Commissioner's Office and thereafter maintains an annual registration.
- 10.2 Together with the Principal, compile and maintain a fulsome Information Asset Register.
- 10.3 Ensure that the Principal drafts, publishes and maintains appropriate Privacy Notices for the School.
- 10.4 Work with the Principal to draft, publish and approve a Data Protection Policy.
- 10.5 Work with the Principal to draft, publish and approve a Subject Access Request Procedure.
- 10.6 To ensure the Principal complies with the School's Subject Access Request Procedure (including responses to Subject Access Requests within the designated timeframe).
- 10.7 To assist the Principal in managing complaints relating to Subject Access Requests.
- 10.8 Work with the Principal to ensure appropriate consent is sought for holding or processing personal data and that procedures are in place to seek valid consent in the appropriate circumstances.
- 10.9 To assist the Principal in completion of Data Protection Audits as required by the Data Protection Officer.
- 10.10 To oversee Privacy Impact Assessments carried out by the Principal.
- 10.11 To actively engage with the Principal to ensure a privacy culture is embedded in the School and develop and approve measures to ensure there is a commitment to privacy by design at the School.
- 10.12 Ensure that a record of all data processing operations at the School is maintained by the Principal.

Part 2: Principal's Responsibilities

The Principal shall:

1 General

- 1.1 Work with the Board of Governors of the School to ensure the School's obligations under this Agreement are properly discharged.
- 1.2 Undertake such of the School Responsibilities as may be requested by the Board of Governors from time to time.

2 Awareness and Training

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- 2.1 Ensure employees, workers and volunteers at the School are aware of their data protection responsibilities;
- 2.2 Ensure provision of regular training for School employees, workers and volunteers (including the Board of Governors).
- 2.3 Ensure that appropriate records are maintained of all data protection training and awareness-raising in the School.

3 **Information Asset Register**

- 3.1 Together with the Board of Governors of the School, compile and maintain a fulsome Information Asset Register.

4 **Privacy Notices**

- 4.1 Draft and, once approved by the Board of Governors, publish privacy notices for the School and keep them under regular review.

5 **Data Protection Policy**

- 5.1 Draft and, once approved by the Board of Governors, publish a data protection policy for the School and keep it under regular review.

6 **Subject Access Requests (SARs)**

- 6.1 Draft and, once approved by the Board of Governors, publish a Subject Access Request Procedure for the School and keep it under regular review.
- 6.2 Be the first point of contact for data subjects;
- 6.3 Respond to SARs in accordance with the School's Subject Access Request Procedure (including timeframes);
- 6.4 Manage and respond to any complaints made to the School relating to SARs in a timely manner and in accordance with the School's complaints process.

7 **Consent**

- 7.1 Together with the Board of Governors for the School, ensure valid consent is sought from data subjects for holding or processing their personal data.
- 7.2 Implement pro-formas for seeking consent.

8 **Registration with the Information Commissioner's Office**

- 8.1 Register school with the Information Commissioner's Office;
- 8.2 Maintain annual registration with the Information Commissioners.

9 **Data Breaches**

- 9.1 Together with the Board of Governors of the School, implement the School's data breach management procedure.
- 9.2 Identify any data breaches.
- 9.3 Report any identified breach immediately to Data Protection Officer, in accordance with the Data Breach Management Procedure.
- 9.4 Investigate or arrange for the investigation of data breaches and make the necessary disclosures in accordance with the Data Breach Management Procedure.

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10 **Data Protection Audits**

- 10.1 Respond to a request from the Data Protection Officer for an audit of the School's data protection compliance.
- 10.2 Together with the Board of Governors of the School, carry out any such audit as requested by the Data Protection Officer in accordance with the requirements of the Data Protection Officer.
- 10.3 Implement such changes that may be recommended by the Data Protection Officer and/or the Board of Governors of the School.

11 **Data Protection Impact Assessments**

- 11.1 Together with the Board of Governors of the School, carry out data protection impact assessments.
- 11.2 To actively engage with the Principal to ensure a privacy culture is embedded in the School and develop and approve measures to ensure there is a commitment to privacy by design at the School.
- 11.3 Seek advice of the Data Protection Officer where appropriate.

12 **Communications**

- 12.1 Assist the Data Protection Officer in raising awareness of data protection compliance within the School, including by sharing communications from the Data Protection Officer in respect of such matters.