



Teachers2Parents
Effortless Communication

Data Protection & Security

If any information given in this document is unclear or additional information is required, please
Tel: 0207 237 8456 or email security@teachers2parents.co.uk



Teachers2Parents Ltd

Teachers2Parents online text messaging and email service is used by over 9,000 schools across the UK. The Teachers2Parents system runs on port 443 using HTTPS.

Teachers2parents is registered with the data protection act as required in the Data Protection Act 1998. The registration number is: Z9637161.

The school data is not shared with any other organisation and only schools can access their own data for the purposes of sending text messages and emails to parents. No other organisation has access to your school's data.

DATA PROTECTION

For the purposes of the Data Protection Act 1998 (the Act), the Client is the data controller and is required to meet its statutory obligations in relation to the processing of personal data, irrespective of whether the processing is undertaken directly by the Client or by Teachers2Parents Ltd (the data processor) acting on behalf of the Client.

When engaging a data processor, under section 11 and 12 of Part II of Schedule 1 of the Act the Client must be satisfied that the data processor has adequate measures in place to guarantee the secure processing of personal data.

1.0 Interpretation

1.1 For the purposes of this Agreement, "data controller", "data processor", "data subject", "personal data", "processing", "notification" and "data protection principles" shall have the meanings ascribed to them in the Data Protection Act 1998. The meaning of key terms is reproduced in Annex 1 to this Agreement.

2.0 Compliance

2.1 Data Protection Notification

For the purposes of its own processing activities as a data controller, Teachers2Parents Ltd confirms that it has a valid notification in the Register of Data Controllers published by the Information Commissioner if required under UK law.

2.2 Instructions

Teachers2Parents shall process personal data strictly in accordance with instructions from the Client as set out in the contract, including this agreement and as otherwise notified to Teachers2Parents by the Client from time to time. Except as provided in the contract or with the prior written consent of the Client, Teachers2Parents shall not carry out any other processing, use or disclosure of the personal data.



3.0 Ownership

3.1 All information and personal data supplied by the Client to Teachers2Parents and used by Teachers2Parents directly or indirectly in the performance of this agreement shall remain at all times the property of the Client.

3.2 This Agreement does not authorise Teachers2Parents to use and/or retain the personal data and/or any information collected on behalf of the Client for any other purposes other than those stated in the contract unless there is a legal or statutory purpose to do so.

4.0 Information Security

4.1 At all times Teachers2Parents shall maintain appropriate technical and organisational security measures against the unauthorised or unlawful processing of the personal data.

4.2 Teachers2Parents shall take all reasonable precautions to preserve the integrity and prevent any corruption or loss, damage or destruction of the personal data.

4.3 The information security regime implemented by Teachers2Parents shall be compliant with all relevant legislation and shall conform with recognised industry information security standards.

4.4 The measures deployed shall be appropriate to the harm which might result from any unauthorised or unlawful processing, accidental loss, destruction or damage to the personal data, having regard to the nature of the personal data which is to be protected.

4.5 In the event any personal data related to this agreement in the possession of Teachers2Parents becomes lost, corrupted or rendered unusable for any reason, Teachers2Parents undertakes to promptly restore such personal data using its back up and/or disaster recovery procedures at no cost to the Client. To notify the Client immediately, and within no more than 72 hours, of any such breach of security and/or failure to comply with any data protection requirements which could give rise to enforcement measures and/or a complaint against the Client and, as a minimum, to comply with the time limits specified in clauses 7.1 and 7.2.

5.0 Employees

5.1 Teachers2Parents shall take all reasonable steps to ensure the reliability of any employees who may have access to personal data and ensure that all employees have received relevant training in data protection and in the care and handling of personal data and understand how this relates to Teachers2Parents's contractual obligations.

5.2 Teachers2Parents shall ensure that only those employees who may assist in carrying out its obligations under the contract shall have access to the personal data.

5.3 Teachers2Parents shall ensure that none of their employees publish, disclose or divulge any of the personal data to any third party unless directed in writing to do so by The Client.



6.0 Assignment

6.1 This agreement is personal to Teachers2Parents. It shall not be transferred or assigned to another contractor except with the prior written permission of The Client, which if provided shall be at the absolute discretion of the Client. In any event, sub-contracting any part of the contract shall not relieve Teachers2Parents from any of the obligations imposed by this agreement.

7.0 General

7.1 Teachers2Parents shall notify the Client immediately upon receiving any complaint, notice or communication from an individual, supervisory or government body which relates directly or indirectly to the processing of the personal data and (a) provide the Client with any necessary information on a timely basis (b) if required, respond to the request/complaint in accordance with any instructions given by the Client.

7.2 Specifically, Teachers2Parents shall notify the Client within two working days of: a request from a data subject to access their data; or a complaint or notice from any source relating to the Client's statutory obligations under the Data Protection Act 1998.

7.3 Teachers2Parents agrees not to transfer any of the personal data to any country or territory outside the European Economic Area without the Client's prior written consent.

7.4 Teachers2Parents agrees to promptly carry out any request from the Client to amend, transfer or delete all or any part of the personal data if considered appropriate to do so.

8.0 Termination

8.1 This agreement shall terminate once the contract has been cancelled. Teachers2Parents will immediately cease all processing of personal data and will return to the Client in the format specified, or destroy such personal data as the Client may instruct. Irrespective of any other agreement all client data will be permanently deleted from Teachers2Parents systems six months after the termination of this contract.

9.0 Jurisdiction

9.1 This Agreement shall be governed by and construed in accordance with the law of England and Wales and the parties shall submit to the exclusive jurisdiction of the Courts of England and Wales.



Data Access

The Teachers2Parents system is updated using HTTPS. This is a certified secure connection. The encryption level used is SSL 3.0, RC4 with 128-bit encryption (High); RSA with 1024-bit exchange. The following data is read from the MIS system:

- Student Name
- Student ADNO number Student Year Group
- Parent's Mobile Phone Number
- Parent Email Address (if you use the email service)

No other organisation has access to your school's data. Schools can access their own data for the purposes of sending communications via text or email to parents.

Location of Data and Servers

The data is held within a database on servers which are located in the United Kingdom at a site that is SAS 70 type 2 certified.

Privacy Policy

Our privacy policy can be found at <https://teachers2parents.squarespace.com/privacy-policy>

Annex 1

Definitions

1 Data Controller

"A person who (either alone or jointly or in common with other persons) determines the purposes for which and the manner in which any personal data are, or are to be, processed".

2 Data Processor

"Data processor, in relation to Personal data, means any person (other than an employee of the data controller) who processes the data on behalf of the data controller."

3 Personal Data

Personal data are defined in the Act, at section 1(1), as follows: - "data which relate to a living individual who can be identified: - from those data; or from those data and other information which is in the possession of, or is likely to come into the possession of, the data controller and includes any expression of opinion about the individual and any indication of the intentions of the data controller or any other person in respect of the individual".

4 Processing

Processing, in relation to information or data, means obtaining, recording or holding the information or data (which includes, in relation to Personal data, obtaining or recording the information to be contained in the data) or carrying out any operation or set of operations on the information or data, including – organisation, adaptation or alteration of the information or data; retrieval, consultation or use of the information or data (which, in relation to personal data, includes using the information contained in the data); disclosure of the information or



data (which, in relation to Personal data, includes disclosing the information contained in the data) by transmission, dissemination or otherwise making available, or alignment, combination, blocking, erasure or destruction of the information or data. This definition incorporates, amongst other things, the concepts of “obtaining”, “holding” and “disclosing”.

5 Seventh Data Protection Principle

“Appropriate technical and organisational measures shall be taken against unauthorised or unlawful processing of Personal data and against accidental loss or destruction of, or damage to, Personal data”.