

Service Level Agreement (SLA)

DPOaaS

By

Cantium Business Solutions Limited

Agreement Overview

This Agreement represents a Service Level Agreement (“SLA” or “Agreement”) between Cantium Business Solutions Limited and Customer for the provisioning of the Data Protection Officer as a Service (DPOaaS) service required to support and sustain the product or service throughout the duration of the contract.

This Agreement will continue unless revised by Cantium Business Solutions to ensure compliance with legal and commercial developments throughout the duration of the contract.

This Agreement outlines the parameters of all services covered, as understood by all parties and are accepted in accordance with Cantium Business Solutions General Terms of Sale (which can be found at www.cantium.solutions).

Together with the Order and the General Terms of Sale this document provides a binding agreement between both parties.

If it is found that there is an inconsistency between this Agreement and the General Terms of Sale, then detail as defined within this document will take precedence.

Goals & Objectives

The purpose of this Agreement is to ensure that all elements and commitments are in place to provide a consistent service, support and delivery to the Customer by Cantium Business Solutions.

The objectives of this Agreement are to:

- Define the service / product that the Customer is purchasing
- Provide clear reference to service ownership, accountability, roles and/or responsibilities.
- Present a clear, concise and measurable description of service provision to the Customer.

Stakeholders

The following Service Provider and Customer will be used as the basis of the Agreement and represent the primary stakeholders associated with this Agreement:

Service Provider: Cantium Business Solutions
Customer: Customer (“Customer”)

Cantium Business Solutions reserve the right to support this contract through third party sources where appropriate. System operators employed by Cantium Business Solutions may be changed by from time to time at their discretion. This is to promote Cantium Business Solution’s goal to provide Customers with value for money services.

Periodic Review

This Agreement is valid for the term of the contract as outlined in the Order Form and is valid until further notice. This Agreement may be reviewed at a minimum once per financial year; however, in lieu of a review during any period specified, the current Agreement will remain in effect.

Contents of this Agreement may be amended by Cantium Business Solutions as required and communicated to all affected parties through publishing on our website.

Service Agreement

The following detailed service parameters are the responsibility of the Service Provider in the ongoing support of this Agreement.

Service To be provided

The following Services are covered by this Agreement;

Data Protection as a Service (DPOaaS)

Customer Responsibilities

Customer responsibilities and/or requirements in support of this Agreement include:

- To ensure SLA's are met all queries must be logged by the customer via email in the first instance. Failure to do this means SLA's are provided on a best endeavours basis.
- Customers are required to have a competent, trained data protection lead within the organisation.
- The customer must provide reasonable access to personnel upon reasonable notice.
- We will normally only require access to school personnel during business hours but may require the customer to provide access at other times if the situation demands it.
- Customers must not provide any technical or other information provided by the service to any third parties.
- Customers must inform Cantium Business Solutions immediately of any unauthorised use or access to the GDPRiS platform and the DPO as a Service.
- Customers must be subscribed to the GDPRiS platform supplied by Cantium Business Solutions to aid communication with the DPO. By purchasing the GDPRiS platform customers acknowledge and adhere to the Terms and Conditions and Service Level Agreement relating to the GDPRiS platform.

Service Provider Responsibilities

Service Provider responsibilities and/or requirements in support of this Agreement include:

- Meeting response times associated with service related incidents as detailed in Service Performance.
- Appropriate notification to Customer for all scheduled maintenance.
- Aim to provide a customer focused cost effective and high quality of service for the areas of work defined within this SLA
- Changes to services will be communicated and documented to all customers.

Service Assumptions

Assumptions related to in-scope services and/or components include:

The following Services are covered by this Agreement;

- Guidance and advice as required to support schools with their interpretation of reports produced via the GDPRiS platform. This advice and guidance is limited to interpretation of report results and does not relate to the functionality of GDPRiS platform. For functionality queries customers should contact support@gdpr.school
- Provision of advice on request to support with key decision making at Board/Trust Board level
- Advice and remote support with GDPR compliance
- Advice and support with the interpretation of audit results generated in Staff and School Audits within GDPRiS. This advice and guidance is limited to interpretation of Audit results and does not relate to the functionality of GDPRiS platform. For functionality queries customers should contact support@gdpr.school
- Advice on requests (SAR, FOI, release of education records etc)
- Ensure any data breaches are investigated and remedial actions taken.
- Reporting breaches to the ICO in accordance with legal requirements
- Advice and support with the development of Data Protection practices and policies

Cantium Business Solutions reserve the right to charge for out of hours support at the written request of the customer. Prices are available on application

General Data Protection Rules

Please refer to Annex A attached for data management rules applicable to this contractual agreement.

For the purposes of this agreement the following party will be responsible for adherence to the legislation referred in Annex A

1.Data Controller : The Customer

2.Data Processor: Cantium Business Solutions Ltd

3. Sub Processor: ISystems Integration Limited

Service Performance

Coverage parameters specific to the service(s) covered in this Agreement are as follows:

- A supporting DPO service desk available 9am to 5.30pm, Monday to Friday (except bank holidays), to respond to 1st and 2nd line support requests.
- An appropriately qualified and experienced DPO will be available to provide support Monday to Friday (except bank holidays), to respond to 3rd line support and escalation requests

1st / 2nd Line Support:

- Guidance via our service desk for customers to correspond with individuals wishing to exercise their rights
- All emails acknowledged within 2 working hours and actioned within 24 working hours
- A set framework to support responding to individuals' information rights requests within the mandated time frames - all subject access request support required to complete the request within 30 days;
- Communication with the school resource responsible for gathering information that has been requested under a Subject Access Request (SAR)
- All requests and services reviewed by the appropriately qualified and experienced DPO for quality assurance and control.

3rd Line / Escalation Support:

- Communication with the supervisory authority in the instance of a breach to determine whether the breach will be investigated by the supervisory authority
- Support to ensure reporting to the supervisory authority is completed within 72 hours
- Continued support and communication between the school and the supervisory authority in the event of a breach

Service Notice Periods

Notice periods are as follows:

- For rolling contracts six full calendar months written notice is required to terminate a contract. Six full calendar months written notice is also required for the cessation of the service in whatever form, this includes school closures and amalgamations.

- For fixed term contracts cancellation is not permitted during a fixed term contract. Written notice is required to terminate a contract and should be provided six full calendar months prior to the end date of the fixed term contract.

Service Feedback

Cantium Business Solutions endeavours to make its service the best that it can always be.

We therefore encourage and appreciate all feedback you may wish to present us with, both positive and negative.

Where possible, would aim to rectify any problems you incur to a level that meets both our high expectations, although we do recognise that on occasion may not be possible. Please be assured that your feedback will be taken seriously. Often, we will be able to resolve problems face to face or by telephone. If you feel that this is not possible then you can put your feedback in writing.

Please find the link to our Compliments and Complaints Policy which details how to do this and what you can expect from us:

<https://cantium.solutions/wp-content/uploads/2019/10/Complaints-and-Compliments-Policy.pdf>

Additional Services

Cantium Business Solutions offer a complete suite of business management tools. These solutions are based around improving your cost effectiveness and efficiencies within ICT, Finance and HR business sectors. For further details on the services we provide, please visit our website:

www.cantium.solutions

Schedule of Processing, Personal Data and Data Subjects (Annex A)

1. The contact details of the Controller’s Data Protection Officer (or representative) are on the Customer Order Form.
2. The contact details of the Processor’s Data Protection Officer (or representative) are:

 Email: dataprotection@cantium.solutions
 Post: Data Protection Officer, Cantium Business Solutions, Worrall House, 30 Kings Hill Avenue, West Malling, ME19 4AE
3. The Processor shall comply with any further written instructions with respect to processing by the Controller.
4. Any such further instructions shall be incorporated into this Schedule.

Data processing details

Processing of the Protected Data by the Processor under the Contract shall be for the subject-matter, duration, nature and purposes and involve the types of personal data and categories of Data Subjects set out in this Schedule.

Description	Details
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Supplier is the Processor.
Subject matter of the processing	<p>The processing is needed in order to ensure that the Processor and its Sub-Processor(s) can effectively deliver the service(s) as outlined in the Contract and Service Level Agreement.</p> <p>Processing includes: queries and data protection incident reports in writing and over the phone</p>
Duration of the processing	<p>Processing will take place as for the period defined in the contract.</p> <p>Records will be retained by the Sub-Processor (iSYSTEMS Integration Ltd.) for a minimum of three (3) years in accordance with their records retention policy</p> <p>Records will be retained by the Processor (Cantium Business</p>

	Solutions Ltd.) for up to six (6) years or no longer than is reasonably necessary in providing the service or as is required by law
Nature and purposes of the processing	<p>The purpose of processing is to fulfil the Processor and Sub-Processor’s obligations in delivering the service(s) outlined in the Contract and Service Level Agreement.</p> <p>This may include:</p> <ul style="list-style-type: none"> • Receipt, acknowledgement and response to emails and telephone requests • Guidance and advice as required to support schools with their interpretation of reports produced via the GDPRiS platform • Provision of advice on request to support with key decision making at Board/Trust Board level • Advice and remote support with GDPR compliance • Advice and support with the interpretation of audit results generated in Staff and School Audits within GDPRiS • Advice on requests (SAR, FOI, release of education records etc) • Ensuring any data breaches are investigated and remedial actions taken • Reporting breaches to the ICO in accordance with legal requirements • Advice and support with the development of Data Protection practices and policies • Review and sign off of DPIAs • Reporting for the purposes of contract and account management and billing for the services provided
Type of Personal Data being Processed	<p>Personal data, as and when required in the course of service delivery including, but not limited to: name, position title, address, date of birth, age, email address, telephone number, NI number, other reference numbers and employment data, as well as sensitive personal, meaning personal data consisting of information as to:</p> <ul style="list-style-type: none"> • The racial or ethnic origin of the data subject • Their political opinion • Their religious beliefs or other beliefs of a similar nature

	<ul style="list-style-type: none"> • Whether they are a member of a trade union • Their physical or mental health or condition • Their gender • Their sexual life • The commission or alleged commission by them of any offence • Any proceedings for any offence committed or alleged to have been committed by them, the disposal of such proceedings or the sentence of any court in such proceedings.
Categories of Data Subject	Data subjects may include: pupils, parents, teaching personnel, administrative personnel, management and governors of schools, suppliers, business partners, local authority personnel, customers and other related interested parties
Specific processing instructions for the sub processor	Data will be processed by the Sub-Processor in accordance with the processes and workflows of iSYSTEMS Integration Limited developed for this contract, via the use of a ticket management programme and through access to resources and a programme available to the customers as and when necessary.
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	In line with the contract, at the written direction of the Controller, unless a copy is specifically required to be retained by the Processor for audit or compliance purposes in performance of its obligations for up to six (6) years, the Processor will delete or return Personal Data (and any copies of it) to the Controller on termination of the Contract unless the Processor is required by Law to retain the Personal Data

Sub-processors authorised

Cantium Business Solutions Ltd. utilise the following Sub-Processor(s):

iSYSTEMS Integration Ltd, company number 8957402, Devonshire House, 29-31 Elmfield Road, Bromley BR1 1LT

iSYSTEMS Integration Ltd. utilise the following Sub-Processor(s):

Selufen Limited, company number 09244027, provision of data protection officer services

Technical and organisational security measures

The Supplier shall implement and maintain the following technical and organisational security measures to protect the Protected Data:

- 1.1 In accordance with the Data Protection Laws, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of the processing of the Protected Data to be carried out under or in connection with the Contract, as well as the risks of varying likelihood and severity for the rights and freedoms of natural persons and the risks that are presented by the processing, especially from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to the Protected Data transmitted, stored or otherwise processed, the Supplier shall implement appropriate technical and organisational security measures appropriate to the risk, including as appropriate those matters mentioned in Articles 32(1)(a) to 32(1)(d) (inclusive) of the GDPR.