

Real Fast Reports - Data Processing Agreement

Definitions

The following definitions shall apply:

Real Fast Reports:

Real Fast Reports Ltd (Registered in England, Company No. 14097981)

Customer:

Product: The report writing tool realfastreports.com

Data Controller, data subject, personal data, process, Data Processor and supervisory authority shall have the meanings set out in the GDPR;

GDPR: means the General Data Protection Regulation (Regulation (EU) 2016/679), or similar legislation as implemented under English law (including any national implementing laws, regulations and secondary legislation), in each case as applicable and in force in the United Kingdom from time to time;

De-Identified Data: means information that has all direct and indirect personal identifiers removed such that the data cannot be reasonably be used to identify or indirectly identify a Pupil User;

Model Clauses: mean the clauses established pursuant to Article 26(2) of Directive 95/46/EC for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection (or any equivalent clauses subsequently introduced pursuant to the implementation of the GDPR);

Pupil Data: means any personal data, whether gathered by Real Fast Reports or provided by the Customer that is directly related to the Pupil as specified in Appendix 1. Pupil Data shall not constitute any information that has been anonymised or De-identified Data;

Privacy Shield: means the EU-U.S. and Swiss-US Privacy Shield self-certification program operated by the U.S. Department of Commerce and approved by the European Commission pursuant to its Decision of July, 12 2016 and by the Swiss Federal Council on January 11, 2017 respectively;

Real Fast Reports's Personnel: means the employees, staff, other workers and agents of Real Fast Reports and any of Real Fast Reports's subcontractors or agents who are engaged in the provision of the Real Fast Reports Product from time to time.

References to Article numbers of the GDPR shall be deemed to include the equivalent provisions in the event the Article numbers in the legislation are changed from time to time.

General Provisions

This Data Processing Agreement forms part of the agreement between Real Fast Reports and the Customer, in addition to the [Standard Terms of Use](#). Where there is a conflict between the terms in this Data Processing Agreement and the Standard Terms of Use, the Standard Terms of Use shall take precedence.

Real Fast Reports, to the extent it is acting as a Data Processor in respect of such Pupil Data, agrees to:

1. process the Pupil Data on documented instructions from the Customer (including those set out in Appendix 1), unless required to do so by English, European Union (EU) or EU Member State law to which Real Fast Reports is subject. In such a case, Real Fast Reports shall inform the Customer of that legal requirement before processing (unless that law prohibits such information on important grounds of public interest); and
2. ensure that Real Fast Reports's Personnel are authorised to process the Pupil Data and have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

The subject-matter and duration of the processing, the nature and purpose of the processing, the type of Pupil Data and categories of data subjects shall be as set out in Appendix 1 (which may be updated by the parties in writing from time to time).

The Customer warrants and represents that:

1. it has all authority, grounds, rights and consents necessary as a Data Controller to enable Real Fast Reports to process the Pupil Data in accordance with the GDPR for the purposes of this Agreement;
2. it shall comply with the GDPR and all other applicable laws and regulations, relevant industry codes of practice and guidance in relation to the processing of personal data; and
3. the information set out in the table at Appendix 1 is accurate.

Subcontracting and International Transfers

The Customer instructs Real Fast Reports (and authorises Real Fast Reports to instruct any sub-processor it appoints) to:

1. process Pupil Data in relation to the Product of which the Customer is the Data Controller; and
2. transfer Pupil Data outside the EEA provided that, in respect of any transfers outside of the EEA:
 - (a) an adequacy decision applies in relation to the relevant third country (such as the Privacy Shield) or an appropriate safeguard is in place in relation to the transfer (such as the Model Clauses) or Real Fast Reports enters into the Model Clauses on behalf of the Customer (which the Customer hereby authorises Real Fast Reports to do);
 - (b) the Customer consents to the transfer or transfers; or

(c) such transfer is necessary to transfer Pupil Data back to the Customer who is outside the EEA.

In each case as reasonably necessary for the provision of the Product and in accordance with the terms of this Agreement, the Customer warrants and represents that it will at all times remain duly and effectively authorised to give the instruction set out in this clause.

The Customer acknowledges and agrees that Real Fast Reports may subcontract to a third party. The Customer consents to Real Fast Reports engaging sub-processors in relation to the Pupil Data and consents to the engagement of those sub-processors listed on Real Fast Reports's list of Suppliers in Appendix 3.

Real Fast Reports shall inform the Customer of any intended changes concerning the addition or replacement of such processors in Appendix 3 and shall be deemed to be entitled to appoint such processors unless, within five days of informing the Customer, Real Fast Reports receives written notice from the Customer objecting to such changes.

Where Real Fast Reports receives written notice from the Customer in accordance with the above paragraph Real Fast Reports shall not appoint the proposed processor until reasonable steps have been taken to address the objections raised by the Customer and Customer has been provided with a reasonable written explanation of the steps taken.

Real Fast Reports shall ensure that the arrangement between it and each processor are governed by a written contract including equivalent data protection obligations as those set out in this Agreement which are required by Article 28(3) of the GDPR.

Security and Breach Notifications

Real Fast Reports, to the extent it is acting as a Data Processor in respect of such Pupil Data, agrees to:

1. taking into account the state of the art, the costs of implementation and the nature scope, context and purposes of processing, as well as the risk of the varying likelihood and severity of rights and freedoms of natural persons, in relation to the Customer's Pupil Data, implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk including considering those measures referred to in Article 32 of the GDPR ('Security of processing'). These security measures are described in Appendix 1.2 and which may be updated by Real Fast Reports in writing from time to time;
2. taking into account the nature of the processing, assist the Customer by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Customer's obligation to respond to requests for exercising data subjects' rights laid down in Chapter III ('Rights of the data subject') of the GDPR;
3. taking into account the nature of the processing and information available to Real Fast Reports, provide assistance to the Customer in order to assist the Customer in ensuring the Customer's compliance with the obligations set out in GDPR Article 32 ('Security of processing'), Article 33 ('Notification of a personal data breach to the supervisory authority'), Article 34 ('Communication of a personal data breach to the data subject'), Article 35 ('Data protection impact assessment'), and

Article 36 ('Prior consultation'), in each case solely in relation to processing of the Customer's Pupil Data.

Compliance Cooperation and Data Subject Rights

Real Fast Reports, to the extent it is acting as a Data Processor in respect of such Pupil Data, agrees to:

1. pass on to the Customer any requests of an individual or individuals with legal authority to delete, release, correct or block Pupil Data processed under this Data Processing Agreement;
2. at the option of the Customer, delete or return all the personal data of the Pupil to the Customer after the end of the provision of the Product relating to processing, and delete existing copies unless English, EU or EU Member State law requires storage of the Pupil Data;
3. make available at the request of the Customer all information necessary in relation to the Product to demonstrate compliance with Article 28 of the GDPR and permit audits and inspections conducted by the Customer or an inspection body composed of independent members and in possession of the required qualifications bound by a duty of confidentiality, selected by the Customer, where applicable, in agreement with the supervisory authority; and
4. immediately inform the Customer if, in its opinion, an instruction of the Customer infringes the GDPR or other EU or EU Member State data protection provisions.

The Customer confirms it has assessed the provisions of Appendices 1, 2 and 3 in relation to the Customer's Pupil Data and this Data Processing Agreement more generally, and acknowledges that the standards implemented by Appendix 2 are appropriate to the risks. As between the Customer and Real Fast Reports and to data subjects and supervisory authorities, the Customer shall be responsible if the measures set out in Appendix 2 do not meet the GDPR standard of appropriateness referred to in Article 32 of the GDPR (or equivalent).

The Customer shall (at its own cost) provide assistance requested by Real Fast Reports in relation to the fulfilment of Real Fast Reports's obligation to cooperate with the relevant supervisory authority under Article 31 GDPR. Notwithstanding any other provision of this Agreement, Real Fast Reports shall be entitled to respond to and provide all relevant information in respect of requests or orders issued by such supervisory authority.

Indemnity

The indemnities contained within this clause are in addition to any indemnities within the Standard Terms of Use.

Real Fast Reports shall not be liable for or responsible for any breach of this Data Processing Agreement that arise out of or in connection with the acts or omissions of the Customer.

The Customer shall indemnify Real Fast Reports at all times against all claims, demands, costs (including legal costs on a full indemnity basis), damages, expenses, losses, fines and liabilities incurred by Real Fast Reports arising out of or in connection with:

1. any breach by the Customer of this Data Processing Agreement;
2. any act or omission of processing by the Customer, its affiliates or third party suppliers which infringes the GDPR; and
3. the provision of unlawful or inadequate instructions by the Customer in relation to the Pupil Data.

Audit

The Customer agrees that any audits are set at the expense of the Customer and that any third party carrying out an audit must be mutually agreed to by both Real Fast Reports and the Customer and must execute a written confidentiality agreement acceptable to Real Fast Reports before conducting the audit.

To request an audit, the Customer must submit a detailed audit plan at least 4 weeks in advance of the proposed audit date describing the proposed scope, duration and start date of the audit. Real Fast Reports will review the audit plan and provide the Customer with any concerns or questions (for example, any request for information that could compromise Real Fast Reports's security, privacy or employment policies).

In connection with any such audit, the Customer will ensure that the auditor will: (a) review any information on Real Fast Reports's premises; (b) observe reasonable on-site access and other restrictions reasonably imposed by the Real Fast Reports; (c) comply with Real Fast Reports's policies and procedures, and (d) not unreasonably interfere with Real Fast Reports's business activities. Real Fast Reports reserves the right to restrict or suspend any audit in the event of any breach of the conditions specified in this clause.

Any request for Real Fast Reports to provide assistance with an audit is considered a separate service if such audit assistance requires use of different or additional resources. Real Fast Reports will seek the Customer's written approval and agreement to pay any related fees before performing such audit assistance.

The Customer shall reimburse Real Fast Reports for all costs, expenses and time incurred by Real Fast Reports in connection with the fulfilment of Real Fast Reports's obligations under this Agreement where they exceed Real Fast Reports's standard operating procedures. Real Fast Reports shall invoice the Customer in relation thereto and such invoices shall be paid in accordance with the terms of this Agreement.

Appendix 1 - Data Processing for Real Fast Reports

Subject-matter of the processing:

Provision of the report writing tool realfastreports.com

Duration of the processing:

The term of this Agreement and for such further time as the parties shall agree in writing.

Nature and purpose of the processing:

- Receiving Pupil Data from the Customer in order to create written reports
- Converting bullet point comments into prose upon request by the Customer
- Storing Pupil Data for future retrieval by the Customer

Categories of Pupil Data:

- Name (first name only)
- Year group
- Class name or form name
- Academic subject
- Report comments

Categories of data subjects:

Pupils

Appendix 2 - Technical and Organisational Measures

The following security measures shall be implemented by Real Fast Reports as a minimum:

Encryption

Firewalling

Anti-Virus

Role Based Access Control

Multi-Factor Authentication

Risk Assessment and Mitigation

Logging

Monitoring and Inventory

Secure Design

Secure and High Availability System Configuration

Disaster Recovery Mechanisms

Incident Response and Business Continuity Processes, including Backup

Staff Training

Policy

Contractual Agreements with staff and third party suppliers

Appendix 3 - List of Sub-processors for the Product

AWS - Web Infrastructure (Ireland).

Cloudflare - Web Performance & Security (US).

OpenAI - Bullet point to prose conversion (US).

Signed on behalf of Real Fast Reports

Name:

Position:

Date:

.....

Signed on behalf of the Customer

Name:

Position:

Date:

.....