

Data Processing Agreement: Blippit

Title of Agreement – Blippit Boards service.

Purpose – To facilitate the sharing of content information created by staff between client schools and Blippit for the purpose of providing curriculum impact and remote support services.

Partners – Purchasing establishment (herein known as the data controller).

Blippit (herein known as the data processor).

Date of agreement – Upon commencement of registration with Blippit Boards.

Date of agreement review – In line with expiry of the Blippit Boards licence purchased.

Agreement drawn up by – Blippit.

Extent of agreement – Schools undertaking Blippit services and subject to The Data Protection Act 2018/UK General Data Protection Regulations.

1. Introduction

- 1.1 This information-sharing agreement has been drawn up by Blippit, which sets out the core information-sharing principles which have been agreed upon by its signatory organisations.
- 1.2 The objective of this information-sharing agreement is to provide data for use in the following services:
 - Content management (Blippit Boards licence)
 - Technical Support (Blippit Boards licence)
- 1.3 In order to meet this objective it is necessary for partners to share selected information.

2. Definitions

- “Data” is defined in Section 6 of this document.
- “Data Subject” shall have the same meaning as set out in Article 4 (1) of the UKGDPR and means an identified or identifiable natural person
- “Data Protection Act 2018” is defined as the UK Act of Parliament to make provision for the regulation of the processing of information relating to individuals; to make provision in connection with the Information Commissioner’s functions under certain regulations relating to information; to make provision for a direct marketing code of practice; and for connected purposes.
- “EEA” means the European Economic Area – the 27 Member states of the European Union plus Iceland, Lichtenstein and Norway

- UK GDPR means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27th April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 and as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations
- "Incident" has the same meaning as a personal data breach in Article 4 (12) of the GDPR and means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to data, transmitted, stored or otherwise processed under the terms of this agreement.
- "Processing" shall mean any operation or set of operations which is/are performed upon Data, (whether or not by automatic means) including collection, recording, organisation, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction. Such processing may be wholly or partly by automatic means or processing otherwise than by automatic means of Data which form part of a filing system or one intended to form part of a filing system. A filing system shall mean any structured set of Data which are accessible according to specific criteria, whether centralised, decentralised or dispersed on a functional or geographic basis.

3. Policy Statements and Purpose

3.1 The purpose of this agreement is to:

- Enable remote Support and use of the Blippit Boards platform by the above parties to be recorded for the purpose of supporting the delivery of statutory requirements linked to
 - The National Curriculum in England
 - The Curriculum and Assessment (Wales) Act 2021 (the Act)
 - For example: to support the head teacher and governing body to keep the adopted curriculum under review
 - Fulfil requirements of schools to create, store, organise and interrogate curriculum content (Blippit Boards licence)
 - Provide up-to-date information on the system and improve functionality (Blippit Support function)

4. Partners

4.1 This agreement is between partners listed from the following organisations

- Client school (data controller)
- Blippit (data processor as appropriate)

5. Basis for sharing

5.1 This agreement fulfils the following requirements:

- The UK General Data Protection Regulations (Principles)

- The UK General Data Protection Regulations (Rights of the Data Subject)
- The Education Act 1996

5.2 Any information shared and the processes used to share such information will be compliant with the relevant human rights legislation.

6. Process

6.1 This agreement has been formulated to facilitate the exchange of staff information and student recordings between the signatories. It is, however, incumbent on all partners to recognise that any information shared must be justified on the merits of the agreement.

6.2 Where the processing undertaken by Blippit, as defined in Section 6 of the data sharing agreement where appropriate, written direction is obtained from the controller.

6.3 Information to be shared is from the following as agreed with the client:

For the purposes of implementing a Blippit Boards system	
<p>Staff data is required to be a user on the system. The minimum data required is as follows</p> <p>Staff for system user account creation</p> <ul style="list-style-type: none"> • First name (or alias) • Surname (or alias) • Work email address <p>Student data is not a requirement of the system. Student data can be included as part of teacher content in the form of</p> <ul style="list-style-type: none"> • an audio recording up to 30 seconds • being seen in photographs • text-based description. <p>Please note: Blippit Boards is not an individual learning progress tracker-type product and no individual learner records are created using the platform. Blippit Boards will only transfer information that is required to deliver the features available at that time.</p>	<p>Article 6(1b) Contractual agreement</p>

7. How will the data be secured and transferred

7.1 The Blippit data-sharing agreement provides details of the overall security standards. Based on the requirements of applicable data protection laws, Blippit will implement appropriate security measures to protect against accidental loss or unlawful destruction,

loss, alteration, disclosure or access to data. These measures will ensure a level of security appropriate to the risks presented by the processing and the nature of the data protected having regard to the state of the art and their cost of implementation.

- 7.2 The Blippit data sharing agreement provides details of the overall security standards required of participating organisations to manage the information they receive from other parties under this agreement. These must be respected by all signatories.
- 7.3 All data processed by Blippit or any sub-processor is done so in compliance with the requirements laid in UKGDPR/Data Protection Act 2018.
- 7.4 Google's Firebase Authentication, Cloud Firestore, Cloud Functions for Firebase and Cloud Storage for Firebase have all successfully completed the ISO 27001, ISO 27017, ISO 27018, SOC 1, SOC 2 and SOC 3 evaluation processes. Blippit Boards uses Firebase Authentication and employs an internally modified version of Scrypt to Hash account passwords.
- 7.5 Google Firebase services, used by the processor, encrypt data in transit using SSL/HTTPS and TLS 1.2 and logically isolate customer data. Firebase services also encrypt their data at rest.
- 7.6 All data is processed with the UK/EEA
- 7.8 The controller authorises Blippit in line with Article 28 of UK GDPR (general written authorisation) to engage sub-processors to process personal data (as defined in section 5.2 of data sharing agreement) of the data subjects using its system. Blippit will notify the controller in advance of any changes to sub-processors. Within 30 days after Blippit's notification of the intended change, the controller can object to the addition of the sub-processor on the basis that such an addition would cause the client to violate applicable legal requirements. The controller shall object in writing and include the specific reasons for its objection and options to mitigate, if any. If the client does not object within such period, the respective sub-processor may be commissioned to process the personal data (as defined in section 5.2 of data sharing agreement). Blippit shall apply and undertake all appropriate data protection obligations for any approved sub-processor prior to the Sub-processor processing any personal data.

If a client legitimately objects to the addition of a sub-processor and Blippit cannot reasonably accommodate the client's objection, Blippit will notify the client. The client may then, if they so wish, terminate the affected service by providing Blippit with a written notice, within one month of Blippit's notice.

- 7.9 Blippit shall, upon confirmation of a data breach notify the data controller of it within 24 hours and will work together with Data Controller to investigate the data breach where this is within its control.

- 7.10 Blippit will inform the Data Controller if, in its opinion, an instruction received from the Data Controller may put the Data Controller at risk of breaching data protection regulations.
- 7.11 Blippit shall indemnify the Data Controller against all liability, loss, damage, and expense of whatsoever nature incurred or suffered by the Data Controller due to any failure by Blippit Ltd or its employees, agents or Sub-processors to comply with any of its obligations under this agreement and/or under Data Protection Legislation. Similarly, The Data Controller shall indemnify against all liability, loss, damage, and expense of whatsoever nature incurred or suffered by Blippit due to any failure by the Data Controller or its employees or agents to comply with any of its obligations under this agreement and/or Data Protection Legislation.
- 7.12 Should Blippit choose to change a 3rd party service, we will complete appropriate impact assessments, alter our privacy statement where appropriate and notify you of this change. Where an additional service is being provided, consent will be sought.
- 7.13 All Blippit staff receive appropriate training and are subject to confidentiality with regard to customer data.

8. Ensuring Data Quality

- 8.1 Everyone sharing data under this agreement is responsible for the quality of the data they are sharing. The data controller is responsible for ensuring that data entered into the Blippit system is accurate and up to date, for example, disabling or deleting accounts of staff who have left or are on leave of absence from school. Blippit is a closed platform and content is only available to unauthenticated viewers.
- 8.2 Before sharing data, checks will be undertaken by the data controller to ensure that the information being shared is accurate and up to date to the best of all parties' knowledge.

9. Information use, review, backup, retention and deletion

- 9.1 Partners to this agreement undertake that information shared under the agreement will only be used for the specific purpose for which it was shared, in line with this agreement. It must not be shared for any other purpose outside of this agreement.
- 9.2 The client remains the data controller in all cases of data processing.
- 9.3 Blippit does not use, control or process any Special Category data as described under GDPR.
- 9.4 The retention period for data within the system is as follows:

- Blippit Services data retention periods
 - Blippit only stores registration and user information while the school is an actively subscribed user on its platform.
 - Blippit will delete all data within 2 months of a subscription.
 - Some data users can delete on demand, for example, any Board or user account from the Blippit Boards platform
 - Users can export their data (e.g. photos and text) in editable reports and exportable chart data form at any time up until licence expiry.

9.5 Blippit will not release information to any third party unless the request is subject to legal obligation without obtaining the express written authority of the partner who provided the information.

9.6 The following destruction process will be used when the information is no longer required:

- Data in printout form is to be kept minimal & be shredded accordingly.
- Data in digital format will be deleted and devices will be disposed of accordingly.

10. Party agreement

10.1 All involved parties accept responsibility for its execution and agree to ensure that staff are trained so that requests for information and the process of sharing itself are sufficient to meet the purpose of this agreement.

10.2 Blippit will support the Data Controller in demonstrating compliance with the regulations covering the UK. Where required and reasonable, the processor will work with the data controller to;

- Cooperate with the relevant data protection authorities in the event of an enquiry
- Assist the data controller, where necessary, in the completion of data protection impact assessments, and prior consultations with data privacy authorities
- Report data breaches to the controller without delay
- Help the controller to comply with data subject rights
- Assist the data controller in managing the consequences of data breaches
- Inform the controller if the processing instructions infringe Data Protection Act 2018/UKGDPR.

10.3 At the written request of the data controller, Blippit will submit for audit of its data processing facilities and the processing activities covered by this agreement. This may be carried out by either the controller or an inspection body composed of independent members and in possession of the professional qualifications, bound by a duty of confidentiality, selected by the data controller and where applicable in agreement with the supervisory authority



All requests for additional assistance will be subject to the agreement of the Directors.
Signed on behalf of Blippit.

A handwritten signature in blue ink, appearing to read "John Bidder".

Name: John Bidder
Role: CEO & founder, Blippit.
Director, Get Logged In Ltd
Date: As below

We ask that this document be signed by the data controller or authorised member of staff within your organisation.

Signed on behalf of client:

Name:

Role:

Email:

Organisation:

Address:

Postcode:

Date:

Name:

Role:

Email:

Organisation:

Date:



Appendix 1 - Blippit Processing

The following Blippit data hosting and processing locations are utilised for the purposes described below:

Service	System	Processing provider	Purpose/Justification	Location	Provider ICO detail	Article 44 compliance (where required)
storage of image, text & audio data	Blippit Boards	Google Cloud Services - Firebase	Providing processing for Blippit services	Berlin, Europe	Ref: ZB182706 Data Controller: Google Cloud EMEA Limited, 70 Sir John Rogersons Quay Dublin, Dublin 2. Data Protection Officer: Google LLC 1600 Amphitheatre Parkway Mountain View California dpo-google@google.com	Legally binding contract in place
storage of customer account records	Hubspot	HubSpot, Inc.	Customer support record and management	Germany, Europe	Ref: ZB057794 Hubspot Uk Holdings Ltd 3 rd Floor 1 Ashley Road Altrincham Cheshire WA14 2DT	Legally binding contract in place



mail list management	MailChimp	Intuit MailChimp	Provide email list management to communicate with all users before and during licence duration	USA	Ref: ZA191666 Intuit Limited, 5th floor Cardinal Place 80 Victoria Street London SW1E 5JL	Legally binding contract in place. Additional risk assessment carried out.
account invoicing	Kashflow	IRIS Kashflow – Represented in Europe by Paycheck Plus by IRIS	Customer billing and financial record management	Europe	Ref: Z3435366 IRIS Software Group Ltd Heathrow Approach 470 London Road Slough SL3 8QY	Legally binding contract in place
operational mail routing	Sinch MailGun	Sinch MailGun	Customer transactional emails for receiving links to download reports and links to reset passwords. Neither passwords nor reports are ever transmitted by email	Germany. Europe	Ref: ZB625230 Sinch Brands Ltd. Zeeta House 200 Upper Richmond Road London SW15 2SH	Legally binding contract in place
file format conversion	QaamGo	QaamGo Media GmbH	Provide file format conversion services for Blippit, for example, PDF reports converted to Word DOCX. Files exist for 24 hrs only before auto deletion. Links to files are protected.	Germany. Europe	QaamGo Media GmbH Hohenstaufenring 62 50674 Cologne Germany	Legally binding contract in place