
DATA PROCESSING AGREEMENT

Version 2.3 (June 2025)



Archway House, Station Road, Chester CH1 3DR
3rd Floor No 4 St Pauls Square Liverpool L39SJ

PARTIES

This Data Processing Agreement (**DPA**) is entered into by and between the Customer (as defined in the Master Agreement) and Angel Solutions Ltd (**Processor**)

ANGEL SOLUTIONS LTD incorporated and registered in England and Wales with company number 03866805 whose registered office is at Liverpool Science Park Innovation centre, 131 Mount Pleasant, Liverpool L3 5TF (**Angel Solutions**).

BACKGROUND

- (A) The Customer and Angel Solutions entered into a Software Licence Agreement (**Master Agreement**) that may require Angel Solutions to process Personal Data on behalf of the Customer.
- (B) This Personal Data Processing Agreement (**Agreement**) sets out the additional terms, requirements and conditions on which Angel Solutions will process Personal Data when providing services under the Master Agreement. This Agreement contains the mandatory clauses required by Article 28(3) of the retained EU law version of the General Data Protection Regulation ((*EU*) 2016/679) for contracts between controllers and processors.

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

The following definitions and rules of interpretation apply in this Agreement.

1.1 Definitions:

Business Purposes	the services to be provided by Angel Solutions to the Customer as described in the Master Agreement;
Commissioner	the Information Commissioner (see Article 4(A3), UK GDPR and section 114, DPA 2018);
Controller, Processor, Data Subject, Personal Data, Personal Data Breach and Processing	have the meanings given to them in the Data Protection Legislation;
Data Protection Legislation	all applicable data protection and privacy legislation in force from time to time in the UK including without limitation the Data Protection Act 2018 (and regulations made thereunder) (DPA 2018); UK GDPR (as defined in section 3(10) (as supplemented by section 205(4)) of the DPA 2018); and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended;

- 1.2 This Agreement is subject to the terms of the Master Agreement and is incorporated into the Master Agreement. Interpretations and defined terms set forth in the Master Agreement apply to the interpretation of this Agreement.
- 1.3 A reference to writing or written includes email.
- 1.4 In the case of conflict or ambiguity between any of the provisions of this Agreement and the provisions of the Master Agreement, the provisions of the Master Agreement will prevail.

2. PERSONAL DATA TYPES AND PROCESSING PURPOSES

The Customer and Angel Solutions agree and acknowledge that for the purpose of the Data Protection Legislation:

- (a) the Customer is the Controller and Angel Solutions is the Processor;
- (b) The personal data to be processed under this Agreement, including the subject matter, nature, purpose, type of personal data, and categories of data subjects, shall be as described in Schedule 1 (Details of Processing), which forms part of this Agreement.

3. ANGEL SOLUTIONS' OBLIGATIONS

- 3.1 Angel Solutions will only process the Personal Data to the extent, and in such a manner, as is necessary for the Business Purposes in accordance with the Customer's written instructions. Angel Solutions will not process the Personal Data for any other purpose or in a way that does not comply with this Agreement or the Data Protection Legislation. Angel Solutions must promptly notify the Customer if, in its opinion, the Customer's instructions do not comply with the Data Protection Legislation.
- 3.2 Angel Solutions must comply promptly with any Customer written instructions requiring Angel Solutions to amend, transfer, delete or otherwise process the Personal Data, or to stop, mitigate or remedy any unauthorised processing.
- 3.3 Angel Solutions will maintain the confidentiality of the Personal Data and will not disclose the Personal Data to third-parties unless the Customer or this Agreement specifically authorises the disclosure, or as required by domestic law, court or regulator (including the Commissioner). If a domestic law, court or regulator (including the Commissioner) requires Angel Solutions to process or disclose the Personal Data to a third-party, Angel Solutions must first inform the Customer of such legal or regulatory requirement and give the Customer an opportunity to object or challenge the requirement, unless the domestic law prohibits the giving of such notice.
- 3.4 Angel Solutions will reasonably assist the Customer with meeting the Customer's compliance obligations under the Data Protection Legislation, taking into account the nature of Angel Solutions' processing and the information available to Angel Solutions, including in relation to Data Subject rights, data protection impact assessments and reporting to and consulting with the Commissioner under the Data Protection Legislation.
- 3.5 Angel Solutions must notify the Customer promptly of any changes to the Data Protection Legislation that may reasonably be interpreted as adversely affecting Angel Solutions' performance of the Master Agreement or this Agreement.
- 3.6 Angel Solutions will ensure that all of its employees:
 - (a) are informed of the confidential nature of the Personal Data and are bound by written confidentiality obligations and use restrictions in respect of the Personal Data;
 - (b) have undertaken training on the Data Protection Legislation and how it relates to their handling of the Personal Data and how it applies to their particular duties; and
 - (c) are aware both of Angel Solutions' duties and their personal duties and obligations under the Data Protection Legislation and this Agreement.

4. SECURITY

- 4.1 Angel Solutions must at all times implement appropriate technical and organisational measures against accidental, unauthorised or unlawful processing, access, copying, modification, reproduction, display or distribution of the Personal Data, and against accidental or unlawful loss, destruction, alteration, disclosure or damage of Personal Data. The processes and procedures adopted shall comply with the applicable requirements of ISO27001:2022.
- 4.2 Angel Solutions must implement such measures to ensure a level of security appropriate to the risk involved, including as appropriate:
 - (a) the pseudonymisation and encryption of personal data;
 - (b) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
 - (c) the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident; and
 - (d) a process for regularly testing, assessing and evaluating the effectiveness of the security measures.

5. PERSONAL DATA BREACH

- 5.1 Angel Solutions will promptly and in any event without undue delay notify the Customer in writing if it becomes aware of:

- (a) the loss, unintended destruction or damage, corruption, or unusability of part or all of the Personal Data;
- (b) any accidental, unauthorised or unlawful processing of the Personal Data; or
- (c) any Personal Data Breach;

and will, without undue delay, also provide the Customer with a description of the nature of the issue including the categories of in-scope Personal Data and approximate number of both Data Subjects and the Personal Data records concerned; the likely consequences; and a description of the measures taken or proposed to be taken to address the issue, including measures to mitigate its possible adverse effects.

5.2 Immediately following any accidental, unauthorised or unlawful Personal Data processing or Personal Data Breach, the parties will co-ordinate with each other to:-

- (a) investigate the matter; and
- (b) take reasonable and prompt steps to mitigate the effects and to minimise any damage resulting from the Personal Data Breach or accidental, unauthorised or unlawful Personal Data processing; and

5.3 Angel Solutions will not inform any third-party of any accidental, unauthorised or unlawful processing of all or part of the Personal Data and/or a Personal Data Breach without first obtaining the Customer's written consent, except when required to do so by domestic law.

6. CROSS-BORDER TRANSFERS OF PERSONAL DATA

Angel Solutions (and any subcontractor) must not transfer or otherwise process the Personal Data outside the UK without obtaining the Customer's prior written consent.

7. SUBCONTRACTORS

7.1 Angel Solutions may only authorise a third-party (subcontractor) to process the Personal Data if:

- (a) the Customer is provided with an opportunity to object to the appointment of each subcontractor within 5 working days after Angel Solutions supplies the Customer with full details in writing regarding such subcontractor;
- (b) Angel Solutions enters into a written contract with the subcontractor that contains terms substantially the same as those set out in this Agreement, in particular, in relation to requiring appropriate technical and organisational data security measures, and, upon the Customer's written request, provides the Customer with copies of the relevant excerpts from such contracts;
- (c) Angel Solutions maintains control over all of the Personal Data it entrusts to the subcontractor; and
- (d) the subcontractor's contract terminates automatically on termination of this Agreement for any reason.

7.2 Those subcontractors approved as at the commencement of this Agreement are:-

- (a) Datacentre Plus
- (b) Typeform
- (c) Mailchimp

7.3 Where the subcontractor fails to fulfil its obligations under the written agreement with Angel Solutions which contains terms substantially the same as those set out in this Agreement, Angel Solutions remains fully liable to the Customer for the subcontractor's performance of its agreement obligations.

7.4 The Parties agree that Angel Solutions will be deemed by them to control legally any Personal Data controlled practically by or in the possession of its subcontractors.

8. COMPLAINTS, DATA SUBJECT REQUESTS AND THIRD-PARTY RIGHTS

- 8.1 Angel Solutions shall take such technical and organisational measures as may be appropriate, and promptly provide such information to the Customer as the Customer may reasonably require, to enable the Customer to comply with:
- (a) the rights of Data Subjects under the Data Protection Legislation, including, but not limited to, subject access rights, the rights to rectify, port and erase personal data, object to the processing and automated processing of personal data, and restrict the processing of personal data; and
 - (b) information or assessment notices served on the Customer by the Commissioner under the Data Protection Legislation.
- 8.2 Angel Solutions must notify the Customer
- (a) immediately in writing if it receives any complaint, notice or communication that relates directly or indirectly to the processing of the Personal Data or to either party's compliance with the Data Protection Legislation;
 - (b) within 7 days if it receives a request from a Data Subject for access to their Personal Data or to exercise any of their other rights under the Data Protection Legislation
- and will co-operate with the Customer in responding to any complaint, notice, communication or Data Subject request.
- 8.3 Angel Solutions must not disclose the Personal Data to any Data Subject or to a third-party other than in accordance with the Customer's written instructions, or as required by domestic law.

9. TERM AND TERMINATION

- 9.1 This Agreement will remain in full force and effect so long as:
- (a) the Master Agreement remains in effect; or
 - (b) Angel Solutions retains any of the Personal Data related to the Master Agreement in its possession or control (**Term**).
- 9.2 Any provision of this Agreement that expressly or by implication should come into or continue in force on or after termination of the Master Agreement in order to protect the Personal Data will remain in full force and effect.
- 9.3 If a change in any Data Protection Legislation prevents either party from fulfilling all or part of its Master Agreement obligations, the parties may agree to suspend the processing of the Personal Data until that processing complies with the new requirements.

10. DATA RETURN AND DESTRUCTION

- 10.1 At the Customer's request, Angel Solutions will give the Customer, or a third-party nominated in writing by the Customer, a copy of or access to all or part of the Personal Data in its possession or control in the format and on the media reasonably specified by the Customer.
- 10.2 On termination of the Master Agreement for any reason or expiry of its term, Angel Solutions will securely delete or destroy or, if directed in writing by the Customer, return and not retain, all or any of the Personal Data related to this Agreement in its possession or control.
- 10.3 If any law, regulation, or government or regulatory body requires Angel Solutions to retain any documents, materials or Personal Data that Angel Solutions would otherwise be required to return or destroy, it will notify the Customer in writing of that retention requirement, giving details of the documents, materials or Personal Data that it must retain, the legal basis for such retention, and establishing a specific timeline for deletion or destruction once the retention requirement ends.
- 10.4 Angel Solutions will certify in writing to the Customer that it has deleted or destroyed the Personal Data within 14 days after it completes the deletion or destruction.

11. RECORDS

- 11.1 Angel Solutions will keep detailed, accurate and up-to-date written records regarding any processing of the Personal Data, including but not limited to, the access, control and security of the Personal Data, approved subcontractors, the processing purposes, categories of processing, and a general description of the technical and organisational security measures referred to in Clause 4.1 (**Records**).
- 11.2 Angel Solutions will ensure that the Records are sufficient to enable the Customer to verify Angel Solutions' compliance with its obligations under this Agreement and the Data Protection Legislation and Angel Solutions will provide the Customer with copies of the Records upon request.

12. AUDIT

Angel Solutions will permit the Customer and its third-party representatives to audit Angel Solutions' compliance with its obligations under this Agreement, on reasonable notice, during this Agreement's term as defined in Clause 10 and shall give the Customer and its third-party representatives all necessary assistance to conduct such audits.

13. WARRANTIES

- 13.1 Angel Solutions warrants that:
- (a) its employees, subcontractors, agents and any other person or persons accessing the Personal Data on its behalf are reliable and trustworthy and have received the required training on the Data Protection Legislation;
 - (b) it and anyone operating on its behalf will process the Personal Data in compliance with the Data Protection Legislation and other laws, enactments, regulations, orders, standards and other similar instruments;
 - (c) it has no reason to believe that the Data Protection Legislation prevents it from providing any of the Master Agreement's contracted services; and
 - (d) considering the current technology environment and implementation costs, it will take appropriate technical and organisational measures to prevent the accidental, unauthorised or unlawful processing of Personal Data and the loss or damage to, the Personal Data, and ensure a level of security appropriate to:
 - (i) the harm that might result from such accidental, unauthorised or unlawful processing and loss or damage;
 - (ii) the nature of the Personal Data protected; and
 - (iii) comply with all applicable Data Protection Legislation and its information and security policies, including the security measures required in Clause 4.1.
- 13.2 The Customer warrants and represents that Angel Solutions' expected use of the Personal Data for the Business Purposes and as specifically instructed by the Customer will comply with the Data Protection Legislation.

14. INDEMNIFICATION

Each party agrees to indemnify, keep indemnified and defend at its own expense the other against all costs, claims, damages or expenses incurred by the other or for which the other may become liable due to any failure by the party giving the indemnity or its employees, subcontractors or agents to comply with any of its obligations under this Agreement and/or the Data Protection Legislation.

15. NOTICE

Any notice given to a party under or in connection with this Agreement shall be given in accordance with the Master Agreement.

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

SCHEDULE 1 – DETAILS OF PROCESSING

- (i) **If using Nexus:** Early Years, Phonics, MTC. KS1, KS2, KS4, KS5, attendance and census data including full name and address of pupils, gender and date of birth, ethnicity, language, Free School Meal eligibility, Pupil Premium, Special Educational Need, CLA, CIN, Unique Pupil Number, Entry Date and National Curriculum Year data. This shall be viewed through NEXUS/NOVA/INSIGHT; and
- (ii) user defined fields imported by the Customer that may be populated with personal data for each year cohort and key stage;
- (iii) **If using Perspective or Observatory:** Perspective & Observatory Account information where relevant (full name, username, email address, and telephone and mobile numbers); personal targets and actions; SEF/team review/BSQ content; observation records; professional standards; performance management, pay, and training needs; product usage data, feedback, and audits; support tickets; product email history; preferences and settings; census returns; survey responses; poll responses; organisation, school, and team membership; sign in and error logs (including user agent string and IP address); any user-generated content attributed to the user by themselves or others.
- (iv) **If using Broadcast or Pendulum:** User account information (full name, email address, telephone number, username); product email history; product usage, feedback, and audit logs; user settings and preferences; any user-generated content attributed to a user themselves or others
- (v) **If using Balance:** Balance User account information (full name, email address, telephone number, username); pupils (gender, full name, date of birth, UPN, ethnicity, SEN need, language, free school meal status, pupil premium status, looked after status, judgement and attainment scores); product email history; judgements; learning events; product usage, feedback, and audit logs; organisation and school membership; user settings and preferences; any user-generated content attributed to a user or pupil by themselves or others
- (vi) **If using Five-Minute Lesson Plan:** Five-Minute Lesson Plan User account information (full name, email address); system preferences and settings; subscription information; product usage, feedback, and audits; payment audits; plan content.

the Customer retains control of the Personal Data and remains responsible for the accuracy of the Personal Data and its compliance obligations under the Data Protection Legislation, including but not limited to, providing any required notices and obtaining any required consents, and for the written processing instructions it gives to Angel Solutions.