



ORGANISATION-WISEPAY GDPR DATA PROCESSING ADDENDUM

Between

WisePay Limited (company number **03274469**), 2 Darker Street, Leicester, Leicestershire, England, LE1 4SL (**WisePay**); and

The Organisation (school/College) named in the Schedule.

Background

The Organisation is the owner and/or data controller of certain data (**Organisation Data**) and agrees that WisePay may process that data on the terms of this Agreement.

- 1 The Organisation shall own the Organisation Data and shall have sole responsibility for the legality, reliability, integrity, accuracy backing up and quality of the Organisation Data.
- 2 Both parties will comply with all applicable requirements of the Data Protection Legislation. This Agreement is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation. Capitalised words which are defined in the Data Protection Legislation have the same meaning in this Agreement.
- 3 The parties acknowledge that for the purposes of the Data Protection Legislation, the Organisation is the Data Controller and WisePay is the Data Processor of the Organisation Data. The Schedule sets out the scope, nature and purpose of processing by WisePay, the duration of the processing and the types of personal data and categories of Data Subject. In addition, the Organisation consents to the appointment of WisePay as a sub-processor of any processor named in the Schedule in relation to the processing of Organisation Data.
- 4 Without prejudice to the generality of clause 2, the Organisation will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to WisePay for the duration and purposes of this Contract and has entered into appropriate data sharing agreements and the Organisation shall, whenever requested by WisePay provide copies of all agreements and consents to WisePay such that WisePay can satisfy itself as to these consents (provided always that it shall be the Organisation's sole responsibility to ensure that it has all necessary consents).
- 5 Without prejudice to the generality of clause 2, WisePay shall, in relation to any Personal Data processed in connection with the performance by WisePay of its obligations under this Agreement:
 - 5.1 process that Personal Data only on the written instructions of the Organisation and any Data Controller in relation to the Personal Data unless WisePay is required by the laws of the United Kingdom, any member of the European Union or by the laws of the European Union applicable to WisePay to process Personal Data (**Applicable**



Laws). Where WisePay is relying on laws of the United Kingdom, a member of the European Union or European Union law as the basis for processing Personal Data, WisePay shall promptly notify the Organisation of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit WisePay from so notifying the Organisation;

- 5.2 ensure that it has in place appropriate technical and organisational measures, reviewed by the Organisation if the Organisation elects, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
- 5.3 ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
- 5.4 assist the Organisation and any Data Controller of the Personal Data, at the Organisation's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- 5.5 at the written direction of the Organisation or the relevant Data Controller, delete or return Personal Data and copies thereof to the Organisation or the Data Controller on termination of the Agreement unless required by Applicable Laws to store the Personal Data; Financial data to be returned by law will be pseudonymised where possible.
- 5.6 notify the Organisation without undue delay on becoming aware of a Personal Data breach who must then notify the relevant Data Controller;
- 5.7 maintain complete and accurate records and information to demonstrate its compliance with this Agreement;
- 5.8 not transfer any Personal Data outside of the European Economic Area unless:



- 5.8.1 this is at the request of the Organisation (for example but not limited to a request for the delivery of Personal Data to a person or a server situated outside the European Economic Area); or
 - 5.8.2 the prior written consent of the Organisation has been obtained; or
 - 5.8.3 the transfer is permitted by Chapter V of the GDPR or other provisions of Applicable Laws.
 - 5.8.4 assist the Organisation in carrying out data protection impact assessments and consulting with relevant supervisory authorities where such assessments and/or consultations are required pursuant to the Data Protection Legislation, provided that the scope of such assistance shall be agreed by the parties in advance.
- 5.9 The Organisation does not consent to WisePay appointing any third-party processor of Personal Data under this Agreement.
- 5.10 The Organisation shall indemnify and hold WisePay harmless from and against any and all losses and damages to the extent arising from or related to Organisation Data (except to the extent that any such claim, demand or action arose out of or is in connection with WisePay's intentional misuse of, infringement of, or gross negligence or wilful misconduct in relation to Organisation Data).
- 5.11 The parties shall co-operate with each other to demonstrate compliance with this clause Agreement and allow for and contribute to audits, including inspections conducted by or on behalf of the Organisation.
- 5.12 This Agreement will remain in full force and effect so long as WisePay retains any Organisation Data. Any provision of this Agreement that expressly or by implication should come into or continue in force on or after termination in order to protect Personal Data will remain in full force and effect.

In this Agreement, **Data Protection Legislation** means (i) the Data Protection Act 2018 while it is force; (ii) unless and until the GDPR is no longer directly applicable in the UK, the GDPR; (iii) any successor legislation to the GDPR or the Data Protection Act 2018.



SCHEDULE

Note: the tables below set out the relevant processing on a product by product basis and so only those products which the Organisation uses will be relevant

WisePay	<p>Student/Staff Data – manual send from Organisation</p> <p>Student Auto Upload Service – automated send directly from the Organisation</p> <p>Student/Staff Automatic Sync Tool from Organisation’s MIS - Groupcall Xporter/Wonde (third party)</p> <p>Payment Gateway – Sagepay/Secure Trading (third party)</p> <p>Forms Manager</p> <p>Smart Booker</p> <p>Event Wise</p> <p>WisePay App</p> <p>Communications Hub</p> <p>Cashless Catering - integration with till provider for the Organisation</p> <p>Printer Credit Service – integration with printing services for the Organisation</p> <p>Remote Cart Creation – bespoke service to integrate with Organisations web site</p>
PROCESSING BY WISEPAY	
SCOPE	STUDENTS, STAFF, PARENTS, EXTERNAL CUSTOMERS PERSONAL AND CONTACT DETAILS
NATURE	PAYMENTS AND BOOKINGS
PURPOSE OF PROCESSING	TO PROVIDE ONLINE PAYMENT, BOOKING AND COMMUNICATIONS SERVICE BETWEEN ORGANISATION AND STUDENT/STAFF/CUSTOMER
DURATION OF THE PROCESSING	AS LONG AS THE ORGANISATION IS A CUSTOMER OF ANY OF THE ABOVE SERVICES



TYPES OF PERSONAL DATA	NAMES, CONTACT DETAILS, DOB, CLASS, FREE SCHOOL MEAL ENTITLMENT, SPECIAL DIET, PAYMENT INFORMATION, PLUS ANY INFROMATION ENTERED DIRECTLY INTO WISEPAY BY ORGANISATION/PARENT/GUARDIAN/EXTERNAL CUSTOMER

Signed by: WisePay Limited

Jagraj Singh Atwal

Print name: Jagraj Singh Atwal

Position: UK Data Protection Officer

Date: 27th July, 2021