

Rockerbox News



ROCKERBOX NEWS DATA HANDLING AGREEMENT

Last Updated: September 28th 2022

This agreement records the terms upon which Rockerbox News will process School Data for the purpose of transferring the School Data to the Rockerbox News platform (the Application).

Rockerbox News refers to My Rockerbox Limited, a company registered in England under company number 13081997 whose registered office is at 7 Victoria Road, Abingdon, Oxfordshire, OX14 1DN

BY CONTINUING TO USE THE APPLICATION AND BY GRANTING ACCESS TO ROCKERBOX NEWS TO SCHOOL DATA, THE SCHOOL AGREES TO THE TERMS OF THIS DATA HANDLING AGREEMENT.

TERMS AND CONDITIONS

1. Definitions

1.1. In this Agreement the following definitions shall apply

“Agreement”	Means this Data Handling Agreement
“Application”	Means the Rockerbox News platform which is used by the School, parents and guardians, and students
“Confidential Information”	Means all confidential information (however recorded or preserved) disclosed by the School to Rockerbox News in connection with this Agreement which is either labelled as such or else which could be reasonably considered

	confidential because of its nature and the manner of its disclosure
"Data"	Has the meaning given in the DPA as amended or replaced from time-to-time
"Data Protection Laws" "DPA"	Means the Data Protection Act 2018;
"Personal Data"	Has the meaning given in the DPA as amended or replaced from time-to-time.
"Personal Data Breach"	Means the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, any Personal Data transmitted, stored or otherwise processed "processed" or "processing" has the meaning given in the DPA as amended or replaced from time-to-time
"Services"	Means the services performed by Rockerbox News for the School:
"School"	Means the school or establishment using the Application.
"School Data"	Means Data relating to students, parents and guardians, and staff at the School, and other data regarding the school that is necessary to run the Application.

1.2. A reference to writing or written includes faxes, emails and writing in any electronic form.

2. General Provisions

2.1. By continuing to use the Application, and by granting access to Rockerbox News to relevant School Data, the School agrees to the terms of this Agreement.

2.2. Rockerbox News shall comply with all applicable Data Protection Laws in respect of the processing of the School Data.

2.3. Rockerbox News shall not process any School Data other than on the instructions of the School (unless such processing shall be required by any law to which Rockerbox News is subject).

2.4. The School hereby instructs and authorises Rockerbox News to process School Data for the purpose of transferring School Data from the School to the Application, to allow students, parents and guardians, and staff of the School to access certain School Data using the Application, and as otherwise reasonably necessary for the provision of the Services by Rockerbox News to the School.

2.5. The School warrants and represents that the transfer by the School of the School Data to Rockerbox News for the purpose of Rockerbox News processing the School Data as set out in this clause 2, is lawful under, and in full compliance with, Data Protection Laws. The School shall indemnify Rockerbox News against all costs, claims, damages, expenses, losses and liabilities incurred by Rockerbox News arising out of or in connection with any breach of the foregoing warranty and representation.

2.6. The School and Rockerbox News confirm that:

2.6.1. The processing of School Data by Rockerbox News will comprise of the manual collection of relevant School Data by the School, the transfer of the School Data to Rockerbox News, the uploading of School Data to the application, and the transfer of the School Data to parents and guardians, students and staff of the School who are permitted to access the Application;



2.6.2. The purpose of the processing of School Data by Rockerbox News is to enable Rockerbox News to provide its Services.

2.6.3. The data that will be processed by Rockerbox News will be School Data, and the data subjects will be students of the School, their parents and guardians, and staff of the School.

2.6.4. Rockerbox News may collect, use, store and transfer some or all of the following data:

Identity Data	School name Teacher title and surname Student class ID Student first name and first letter of surname Student unique ID
Contact Data	Teacher email address
Account Data	Account Username/Nickname Account Password Application usage data

3. Term of the Agreement

3.1. This Agreement shall commence on the date that the School first approves the transfer of School Data to Rockerbox News, and shall continue in full force unless and until the School terminates the Agreement in writing, at which point this Agreement shall automatically terminate.

3.2. Upon termination of this Agreement, clauses 2.5, 5 and 9 shall continue to apply.

3.3. Any Free of Charge accounts and any related School Data will be automatically deleted at the end of the Agreement period.

4. Transfer of School Data

4.1. The School hereby consents to Rockerbox News storing School Data for the purpose of staff of the School, parents and guardians, and students, accessing the Application.

4.2. Where possible, Rockerbox News will connect to your school's database or Management Information System (MIS) via Wonde, a third-party processor. Wonde's data handling agreements can be read [here](#).

4.3. If Wonde connection is not possible for your school, prior to leaving the School premises by electronic means, the School Data will be password encrypted by Rockerbox News.

5. Ownership of the School Data and Confidential Information

5.1. The School Data shall always remain the property of the School.

5.2. Rockerbox News shall have no responsibility to maintain the security of any School Data held or controlled by the School.

5.3. Rockerbox News shall keep all Confidential Information and School Data confidential and shall not:

5.3.1.1. use any Confidential Information or School Data except for the purpose of performing the services it provides to the School;

5.3.1.2. disclose any Confidential Information in whole or in part to any third party, except as expressly permitted by this Agreement, or as required for the purpose of any services provided by Rockerbox News to the School, or to the extent required by law.

5.4. Rockerbox News shall ensure that all persons authorised by Rockerbox News to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

6. Security of the Data

6.1. Rockerbox News shall, in relation to the School Data, implement appropriate technical and organisational measures to ensure a level of security appropriate to any risk.

6.2. In assessing the appropriate level of security, Rockerbox News shall take account in particular the risks that are presented by processing of the School Data, in particular from a Personal Data Breach.

7. Permission to use Sub-contractor

7.1. Rockerbox News may appoint a sub-contractor to carry out any or all of its data storage and processing activities in accordance with the terms of this clause 7.

7.2. The School hereby authorises Rockerbox News to appoint third parties to provide electronic data storage and transmission services to Rockerbox News in connection with the processing of the School Data. Rockerbox News shall notify the School of any changes to the identity of such third parties from time-to-time.

7.3. Save as permitted by clause 7.2, Rockerbox News shall not appoint any sub-contractor in connection with the processing of the School Data without the prior written permission of the School.

7.4. Where Rockerbox News appoints a sub-contractor pursuant to this clause 7, it shall ensure that the arrangement between it and the sub-contractor is governed by a written contract including terms which offer at least the same level of protection for the School Data as those set out in this Agreement, and meet the requirements of Data Protection Laws.

7.5. Rockerbox News shall remain liable for the acts and omissions of any sub-contractor in respect of the processing of the School Data.

8. Insurance

Rockerbox News maintains a policy of insurance in respect of public liability in respect of the services provided by Rockerbox News and the processing of the School Data, and shall produce a copy of such policy to the School if requested to do so.

9. Deletion or return of School Data

9.1. Rockerbox News shall within a reasonable period of either a written request from the School, or the termination of this Agreement, delete and procure the deletion of all copies of the School Data.

9.2. Subject to clause 9.3, the School may in its absolute discretion by written notice to Rockerbox News at any time require Rockerbox News to:

9.2.1. return a complete copy of all School Data by secure file transfer in such format as is reasonably notified by the School to Rockerbox News;

9.2.2. delete and use all reasonable endeavours to procure the deletion of all other copies of School Data processed by Rockerbox News or any of its sub-contractors. Rockerbox News shall use all its reasonable endeavours to comply with any such written request within 14 days of receiving such request.

9.3. Rockerbox News and its sub-contractors may retain School Data to the extent required by any applicable law, provided that Rockerbox News and its sub-contractors shall ensure the confidentiality of all such School Data retained, and shall ensure that such School Data is only processed as necessary for the purpose(s) specified by the applicable laws requiring its storage and for no other purpose.

9.4. Rockerbox News shall, within 7 days of request from the School, provide written certification to the School that it has fully complied with this clause 9.



10. Audit and Information Rights

10.1. Subject to clauses 10.2, 10.3 and 10.4, Rockerbox News shall:

10.1.1. make available to the School on request all information necessary to demonstrate Rockerbox News' compliance with this Agreement; and

10.1.2. allow for and contribute to audits, by the School or any auditor nominated by the School in relation to the processing of the School Data by Rockerbox News and its sub-contractors.

10.2. The information and audit rights of the School under clause 10.1 shall apply only to the extent required by Data Protection Laws.

10.3. The School shall give Rockerbox News reasonable notice of any audit or inspection that it wishes to conduct under this clause 10.1, and shall endeavour not to cause any damage, injury or disruption to Rockerbox News' or its sub-contractors' premises, equipment, personnel and business.

11. Data Subject Rights and Associated Matters

11.1. Rockerbox News shall:

11.1.1. promptly notify the School if it or any sub-contractor receives a request from a data subject under any Data Protection Law in respect of School Data; and

11.1.2. shall use all reasonable endeavours to ensure that the sub-contractor does not respond to that request except on the written instructions of the School or as required by any applicable laws to which Rockerbox News or the sub-contractor is subject.

11.2. Rockerbox News shall notify the School without undue delay upon Rockerbox News becoming aware of a Personal Data Breach in respect of any School Data processed by Rockerbox News, providing the School with sufficient information to allow the

School to meet any obligations to report, or inform the individuals to which the Personal Data related, of such Personal Data Breach under Data Protection Laws.

11.3. Rockerbox News shall co-operate with the School and take such reasonable commercial steps as are directed by the School to assist in the investigation, mitigation and remediation of each such Personal Data Breach referred to in clause 11.2.

12. Liability

12.1. Rockerbox News shall have no liability to the School, whether arising in contract, tort (including negligence), breach of statutory duty or otherwise, for or in connection with:

12.1.1. loss, interception or corruption of any data; other than to the extent such loss is caused by the negligence or fault of Rockerbox News.

12.1.2. loss, interception or corruption of any data resulting from any negligence or default by any provider of telecommunications services to Rockerbox News or the School.

12.1.4. damage to reputation or goodwill;

12.1.5. any indirect or consequential loss.

12.2. In all other circumstances, Rockerbox News' maximum liability to the School, whether arising in contract, tort (including negligence), breach of statutory duty or otherwise, in connection with the Services shall be limited to £2 million.

13. Rights of Third Parties

No person who is not a party of this Agreement shall have any rights under this Agreement, whether pursuant to The Contracts (Rights of Third Parties) Act 1999 or otherwise.

14. Entire Agreement

Save for any statement, licence, representations or assurances as to the method or location of storage this Agreement and the schedules to it constitutes the entire agreement and understanding between the parties and with respect to all matters which are referred to and shall supersede any previous agreements between the parties in relation to the matters referred to in this Agreement.

15. Variation

Any variation to the terms of this Agreement shall be made in writing between Rockerbox News and the School.

16. Governing Law

16.1. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual dispute or claims) shall be governed by and construed in accordance with the laws of England and Wales.

16.2. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual dispute or claims).