

MAP Learners Supplementary Contract Terms for GDPR

LightDev Ltd (“we”) act as a data processor for the schools (“you”) who subscribe to the MAP Learners service (“the service”). This document sets out the supplementary terms of service related to the General Data Protection Regulations.

Subject matter and duration of processing

We process data about your students, and hold log in information about your authorised staff users. We hold data as long as you continue to subscribe to the service. When you cease to subscribe, data will be deleted within 30 days. While you are subscribing, we will by default hold all data you have uploaded to the service, including data about students who have left your school. You must determine at what point the data becomes un-necessary and instruct us to delete data for year groups of ex-students. We will act on your instructions within 30 days.

Nature and purpose of processing

Your data is analysed statistically and presented in multiple forms to enable you to monitor the attainment and progress of learners, classes, and year groups.

Type of personal data and categories of data subject

Data held about students includes both personal data and special category data (sensitive data). By uploading ethnicity data or other special category data to the service you assert that you have the right to do so under Article 9(2) of the GDPR.

Data held about staff is limited to their email address.

Our obligations

We are a processor of data you provide.

We will only process your data as you instruct us through the service or in writing.

We give access to the data to those members of your staff whom you authorise by giving them a log in to the service. Our director is the only other person who is able to access any of your data. Our director will not access any of your data unless acting on your instruction, and is subject to a duty of confidence.

We will take all appropriate measures to ensure the security of data storage and processing. This includes industry-standard encryption both for data in transit and in storage. We will not transfer any data outside the EU area. Our server and all business operations are located in the UK.

We will not engage any sub-processors without your prior agreement.

When instructed by you we will assist you in providing subject access and allowing data subjects to exercise their rights.

We will respond in a timely fashion to your requests for our participation in any data protection impact assessments. We will fulfil our obligations to report any data breaches. We will submit to audits and inspections, provide you with information to ensure both you and we are meeting our obligations under GDPR, and tell you immediately if we are asked to do something infringing the GDPR or other data protection law.

We will delete your data when you cease to subscribe to the service.

Your obligations

You must ensure that you have legitimate legal grounds to keep and process data uploaded to the system.

You must inform us if you determine that any data on the system is no longer relevant.

You must ensure that you only create user accounts for trusted members of your staff who have reason to access the data held on the service. You must delete user accounts when staff leave.

You remain directly liable for compliance with all aspects of the GDPR.

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