Data Processing Agreement

1. Introduction

1.1 This Data Processing Agreement has been agreed between the following parties:

Data Controller: **[School Name]**

And

Data Processor: **School Synergy Limited (Attend)**

1.2 This Agreement details the specific purpose(s), including legislative powers and duties, for passing personal data between the Data Controller and the Data Processor or accessed by the Processor on the Controller's authority.

1.3 It will indicate the degree of confidence that each party has in respect of their ability to fulfil the commitments outlined in the GDPR, if any issues need to be addressed, who they are incumbent upon, the timeframe for completion and how they will be measured and reviewed.

1.4 This Agreement is binding on both parties and each organisation will work towards meeting the commitments made. It is a working document and therefore the contents can be reviewed and altered at any time to reflect the changing circumstances. Such changes would be subject to the agreement of both parties.

1.5 This Agreement is accompanied by the Processor's Data Protection Policy and Data Breach Policy.

2. Definitions

2.1 **Service**: Attend and School Synergy MIS Data Link.

2.2 **Data**: All personal data collected, generated or otherwise processed by the Processor as a result of, or in connection with, the provision of the Service.

2.3 **Data Protection Laws**:

(a) General Data Protection Regulation (EU 2016/679) (GDPR) and any legislation which amends, re-enacts or replaces it in England and Wales.

(b) Electronic Communications (EC Directive) Regulations 2003, together with any legislation which replaces it.

(c) The UK's third generation of data protection (Data Protection Act 2018).

2.4 **Data Subject**: An individual who is the subject of personal data.

2.5 **Supervisory Authorities**: Any Data Protection authority with jurisdiction over the processing of data.

3. Data Processing

3.1 The Processor will comply with the requirements of the Data Protection Laws in respect of the activities which are the subject of the Agreement and shall not knowingly do anything or permit anything to be done which may lead to a Data Breach or breach of the Data Protection Laws.

3.2 The Processor will only process Data to the extent it relates to the nature and purpose and the categories of Data Subject as set out in the Schedule and only for the duration of the contract.

3.3 The Processor will

(a) Only process personal data in accordance with this Agreement and documented instructions from the Controller.

(b) Inform the Controller if it believes that the Controller's instructions infringe the Data Protection Laws.

(c) Have in place and maintain throughout the terms at all times in accordance with the then current good industry practice, all appropriate technical and organisational security measures against unauthorised or unlawful processing, use, access to or theft of the data including loss or destruction or damage to the data.

(d) Ensure that all persons authorised by the Processor to process data are bound by obligations and contracts.

(e) Ensure that data is limited to those personnel who need to access the data as part of the processing duties and to ensure that access to personal data is restricted to authorised personnel and is subject to appropriate logging and audit controls.

3.4 The Processor will provide the controller with assistance in response to specific Data Subject access requests in order for the Controller to meet their obligations.

3.5 The Processor shall provide the Controller with reasonable assistance to ensure compliance with obligations arising under Articles 32 to 36 of the UK GDPR, including but not limited to:

- Implementation and review of appropriate security measures (Article 32),
- Notification and management of personal data breaches (Articles 33–34),
- Conducting Data Protection Impact Assessments (DPIA) (Article 35), and
- Consultations with supervisory authorities (Article 36).

Additionally, the Processor will cooperate with appropriate audits and inspections, providing information reasonably necessary for the Controller to verify compliance with Article 28 obligations under UK GDPR. Requests exceeding standard compliance assistance, including extensive data or security forensic audits, may incur reasonable charges to cover associated costs, provided such charges are communicated in advance.

4. International Transfers

4.1 The Processor will not process or transfer personal data outside of the UK (and, where applicable, the EEA) unless explicitly authorised in this Agreement or otherwise agreed in writing by the Controller.

The Controller acknowledges and authorises the use of sub-processors located outside the UK where necessary to deliver specific operational services (such as email delivery, text messaging, system notifications, training, or limited technical support).

Any such transfer is:

- Restricted to the minimum data necessary for the specific function
- Limited in scope (e.g. individual communications rather than bulk datasets)
- Subject to appropriate safeguards in accordance with UK GDPR

Such safeguards include Standard Contractual Clauses (SCCs) and/or the UK International Data Transfer Agreement (IDTA), ensuring an equivalent level of data protection.

A full and current list of authorised sub-processors, including their functions, locations, and safeguards, is maintained in the **Attend Sub-processor Register**.

5. Sub-Processors

5.1 The Processor will only process personal data, including transferring data to third parties or international organisations, based on documented instructions from the Controller, unless required to do so by UK law.

5.2 The Processor may engage sub-processors to support the delivery of the Service. The Controller provides general written authorisation for the Processor to engage sub-processors for routine operational purposes.

5.3 A full and current list of authorised sub-processors, including their functions, locations, and safeguards, is maintained in the **Attend Sub-processor Register**.

5.4 The Processor shall inform the Controller in advance of any intended addition or replacement of sub-processors, allowing the Controller sufficient opportunity to object to such changes.

5.5 The Processor shall ensure that all sub-processors are bound by contractual data protection obligations equivalent to those set out in this Agreement and required under UK GDPR.

5.6 The Processor remains fully liable for the acts and omissions of its sub-processors in relation to the processing of personal data.

6. Supervisory Authorities

6.1 The Processor will promptly provide assistance and information which is requested by any Supervisory Authority as per required under legal obligations.

6.2 The Processor will notify the controller of any such request unless prohibited by law.

7. Records

7.1 The Processor will maintain records of all processing activities carried out on behalf of the Data Controller including:

(a) the name of the Data Protection Officer

(b) the different types of processing being carried out

(c) a description of the technical and organisational security measures in place

8. Data Subjects

8.1 On request the Processor will assist where the Controller is unable to complete tasks to comply with their obligations under the Data Protection Laws in relation to:

(a) the provision of information to Data Subjects

(b) the rectification of inaccurate Data in relation to a Data Subject

(c) the erasure of a Data Subject's Data

9. Personal Data Breaches

9.1 The Processor shall notify the Controller without undue delay upon becoming aware of a personal data breach affecting personal data processed on behalf of the Controller.

9.2 The notification shall include, where available:
- A description of the nature of the breach, including the categories and approximate number of data subjects and records concerned
- The likely consequences of the breach
- The measures taken or proposed to address and mitigate the breach

9.3 The Processor shall provide reasonable assistance to the Controller in meeting its obligations under UK GDPR, including:
- Supporting investigation and remediation activities
- Assisting with notification to the Information Commissioner's Office (ICO), where required
- Assisting with communication to affected data subjects, where applicable

9.4 The Processor shall implement appropriate technical and organisational measures to detect, respond to, and mitigate personal data breaches.

10. Return of Destruction of Data

10.1 The Processor will destroy and/or return all Data to the Controller on termination of this Agreement and shall delete all copies it holds of the Data unless relevant laws require the Processor to retain.

11. Warranties

11.1 The Processor warrants that

(a) It will process the Data in compliance with all applicable laws, regulations, orders and standard including the Data Protection Laws.

(b) It will take appropriate technical and organisational measures against the unauthorised or unlawful processing of Data and against the accidental loss or destruction or damage to Data to ensure the Controller's compliance with the Data Protection Laws.

(c) The Processor will notify the Controller immediately if it becomes aware of any unauthorised or unlawful processing, loss, damage of destruction of the data.

11.2 The Controller warrants that

(a) It will provide the Processor with all Data in compliance with all applicable laws, regulations, orders and standard including the Data Protection Laws.

(b) The Data supplied has been obtained fairly and lawfully.

(c) It obtains all necessary consents from persons whose Data is being processed and registrations with authorities to permit the transfer of Personal Data to the Processor.

(f) The Controller maintains in accordance with the then current good industry practice, all appropriate technical and organisational security measures on using the data as provided by the Service.

12. Data Categories

12.1 Personal Data from the Controllers Management Information System is processed by the Processor. This is transparent within the Service and includes information such as identifiable student, staff and parent information. The Processor aims to only process the minimum fields for the Controller to perform their functions whilst using the Service.

12.2 The list of fields will vary throughout the Agreement in part due to the Controller selecting their own user defined fields to be processed. The Processor makes the data transfer transparent. Authorised members of the Controller's Data Protection team or Administrator can inspect and audit these directly through the Service.

12.3 Data such as IP address, log-in data and cookies will be logged for purposes of security and auditing in order for the Processor to maintain expected security measures These will be periodically deleted once those functions have been completed.

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13. Optional Processing and Sharing: Attend Data Service

13.1 For schools wishing to access national and local attendance trends in real-time schools consent to anonymised data to be processed and made available to other centres through the Attend service. This service is similar to the existing DFE Attendance information service but without a 2-4 week delay. Similar to the DFE service, schools are not identifiable and no student personal identifiable is collected/shared.

Signed on behalf of the Processor (School Synergy Limited)

Authorised Name	Alan Cree
Position	Managing Director
Date/Version	01/04/2026
Signature	

Signed on behalf of the Controller (School Name)

Authorised Name	
Position	
Date	
Signature	
Attend Reports Service "Opt out"	[ ]

	Tick this if school does not wish to view or contribute to the anonymised Attend Data Service which helps to provide insight on localised attendance trends and changes.