

Data Sharing & Processing Agreement

Review date: October 2027

For schools and colleges using The Day

The Day	The Day News & Media Ltd
College / Institution	[Insert legal name]
Effective date	[Insert date]
Review date	October 2027

How to use this agreement

This agreement is the standard data protection framework for a school or college using The Day. Complete Schedule 1 before signature and update it if the agreed processing changes. It should be read with the relevant service contract and The Day's Data Handling, Information & Cyber Security, Safeguarding and Student Data policies.

1. Purpose and roles

This agreement explains how the parties will protect personal data handled through The Day. The parties may have different roles for different activities. For the College's ordinary use of the platform, the College will normally be the controller and The Day the processor. Where the parties each determine their own purposes for processing, Schedule 1 will identify the activity as controller-to-controller.

2. Student data and safeguarding

Student data is handled with additional care because The Day is used by children and young people. College teachers and authorised College administrators may access the information needed to administer the service and support students within the College. The Day's ordinary administrative users will normally see pseudonymised student records and a system-generated username rather than the student's real name. Where identity information is genuinely required for support or safeguarding, access will be restricted to authorised personnel. The College remains responsible for its own safeguarding arrangements; The Day will act on safeguarding concerns relating to its service in line with its Safeguarding Policy and agreed escalation arrangements.

3. Information covered

Student account information may include name and email address supplied through the College's authentication or onboarding arrangements, a system-generated username and information generated through use of the service. Gender and month/year of birth may be processed for agreed benchmarking of assessment and poll data by age and gender. These fields are linked to a randomly generated username and are not intended to identify individual students in The Day's analysis. The parties will use data minimisation and pseudonymisation where appropriate.

4. Security and access

The Day maintains an information and cyber security framework and is Cyber Essentials certified. Access to The Day services is authenticated through SSO where supported by the College or approved MFA where SSO is not used. Student data is stored in an AWS database environment with role-based access, authenticated accounts and appropriate logging and monitoring. Personal or confidential information must only be transferred using secure, authenticated methods and not through public file-sharing links.

5. Permitted use

The College will use information made available through The Day only for legitimate educational, administrative and safeguarding purposes connected with the service. Where The Day acts as processor, it will process personal data only on the College's documented instructions except where UK law requires otherwise. Where The Day has a separate lawful purpose, the purpose and role will be recorded in Schedule 1 and supported by applicable privacy information. The Day will not use identifiable student information for unrelated marketing or advertising. Any material change to the purpose or commercial use of student data must be reviewed before implementation.

6. Processor requirements

Where The Day acts as processor, it will process data only on documented instructions; ensure confidentiality; maintain appropriate technical and organisational measures; assist the College with data subject rights, security incidents and relevant compliance obligations; keep appropriate records and provide information reasonably needed to demonstrate compliance; allow reasonable audits or inspections where required; and delete or return personal data at the end of the service, subject to legal retention requirements.

7. Sub-processors and transfers

The Day may use appropriate sub-processors for hosting, authentication, communications, support and related services. Where they process personal data on The Day's behalf, they will be subject to written contractual protections providing an appropriate level of protection. The Day will maintain a current list of the sub-processors it uses to process personal data on its behalf. The current list will be made available to the College on request. The Day will ensure that any sub-processor is subject to written contractual obligations providing an appropriate level of protection for the personal data and will remain responsible for the sub-processor's compliance with those obligations. Where personal data is transferred outside the UK, the party responsible for the transfer will ensure that the transfer is permitted under applicable UK data protection law and that any required safeguard is in place.

8. Breaches, rights and complaints

Each party will notify the other without undue delay after becoming aware of a personal data breach or security incident that materially affects information covered by this agreement. The parties will cooperate on containment, investigation, risk assessment and required notifications. They will also cooperate reasonably with data subject rights requests and complaints, with the controller retaining responsibility for requests relating to its own controller processing.

9. Retention, changes and termination

Personal data will be retained only for as long as necessary for the relevant purpose and in line with applicable retention requirements. At the end of the College's use of the service, The Day will delete or return personal data processed on the College's behalf in accordance with the relevant contract, except where retention is required or permitted by law. This agreement will be reviewed at least annually and sooner following a material change to processing, security arrangements or applicable law. Termination does not remove obligations of confidentiality, security and agreed deletion requirements.

10. Signatures

For The Day News & Media Ltd	For the College / Institution
Name / role	Name / role
Signature / electronic acceptance	Signature / electronic acceptance
Date	Date

Schedule 1 - Data Protection Particulars

Complete this schedule for the specific College before signature. It records the agreed processing activity, the party responsible for the purpose, the information involved and why it is needed.

Processing activity	College role	The Day role	Data / data subjects	Purpose
Account creation and administration	Controller	Processor	Student account data; College teacher/admin contact data	Provide and administer access to The Day
Student use of platform	Controller	Processor	System-generated username and service usage information	Provide the educational service and support users
Demographic benchmarking	Controller or as agreed	Processor or controller as agreed	Gender; month/year of birth; random student username	Benchmark assessment and poll data by age and gender
Safeguarding / support	Controller	Processor unless separate lawful purpose applies	Information needed for a specific safeguarding/support issue	Protect students, users and the service
Other agreed activity	[Insert]	[Insert]	[Insert]	[Insert]

Schedule 2 - Security and access summary

- The Day maintains Cyber Essentials certification.
- Users authenticate through SSO where supported or approved MFA where SSO is not used.
- College teachers and authorised College administrators have access only to information needed for their organisation; The Day administrative users normally see pseudonymised student records.
- Student data is stored in an AWS database environment with appropriate access control and monitoring.
- Access is reviewed and removed when a user leaves the College, changes role or no longer needs access.
- Personal data must be transferred using secure, authenticated methods.

Schedule 3 - Contacts

Purpose	The Day contact	College contact
Data protection	[Insert contact]	[Insert contact]
Security incident	[Insert contact]	[Insert contact]
Safeguarding	[Insert contact]	[College safeguarding lead]
General service support	[Insert contact]	[Insert contact]

This agreement should be checked against the specific College contract, actual data flows and current service configuration before signature.