

This Data Sharing Agreement (“Agreement”) is entered into between:

(1) Controller: [School / Multi-Academy Trust]
Registered address: [School/MAT address]

(2) Processor: Smarter Analytics Solutions Ltd
Registered address: 18 Hyde Gardens, Eastbourne, England, BN21 4PT
Contact for data protection: privacy@smarteranalytics.com

Plain-English School Summary (1 Page)

Smarter Analytics – What This Agreement Means for Your School

- You remain the **Data Controller** and decide what we can access.
- We process data only to provide dashboards and analytics services.
- Integration can include **GroupCall, Wonde, direct MIS/HR/Finance APIs, or CSV/Excel uploads.**
- **The MIS or source system is the system of record** – all errors must be corrected at source.
- You must **review dashboards during the feedback phase** to confirm accuracy; after that, you own ongoing validation.
- Data is **stored securely in the UK** and accessed via **SSO.**
- We **never share data without your consent** and notify you of any breach within 72 hours.
- We **delete data within 30 days of leaving**, or sooner if requested.
- **We are not liable for decisions or actions you take based on the dashboards or reports.**

This summary is for convenience; the **formal DSA** remains the binding document.

Together, the “Parties.”

1. Introduction & Purpose

This Agreement sets out the data sharing principles between the Parties for the provision of **Smarter Analytics dashboards and related services**, which enable schools and MATs to visualise and report on their operational, academic, and other approved datasets.

Smarter Analytics will access and process data solely **for the purposes of creating and maintaining dashboards and analytics reports.** Data access will typically be via **GroupCall Xporter or Wonde,**

but may also include **direct MIS, HR or Finance system APIs**, or the **secure transfer of CSV/Excel files** from the Controller, according to project requirements.

This Agreement ensures that all personal data is handled securely and in compliance with the **UK GDPR and Data Protection Act 2018**, and that the Controller remains the owner and primary custodian of its data.

2. Data Sharing Principles & Controller Authority

- **Controller Responsibilities:**

- You remain the **Data Controller** for all data shared under this Agreement.
- You decide which datasets are shared and grant access via authorised channels (GroupCall, Wonde, APIs, or file upload).
- You are responsible for the accuracy and lawful collection of the data.
- You are responsible for reviewing dashboards and reports during the agreed **feedback/review phase** to ensure data accuracy and that outputs match the underlying MIS or source data.
- **The MIS or source system is the system of record.** Any errors or discrepancies must be corrected at source, not in the Smarter Analytics platform.

- **Processor Responsibilities:**

- We act as a **Data Processor** and only use the data for the agreed purpose of delivering dashboards and analytics.
- We will not use the data for marketing or other purposes.
- We will not share data with any third party without written consent, unless required by law.
- We support schools in achieving **accurate, impactful reporting**, but ultimate long-term accountability for accuracy lies with the Controller after the review phase.

- **Shared Understanding:**

- Data may include sensitive (special category) information, which we will handle with enhanced security.
- The Parties will cooperate to ensure data flows are authorised, secure, and documented.

3. Categories of Data and Usage

Pupil Data: e.g., name, date of birth, year group, attendance, assessment, attainment, SEN status, or other educational records needed for analytics.

Staff Data: e.g., name, role, work email, timetable or teaching assignments where required.

Operational / Organisational Data: School or MAT identifiers, performance metrics, HR and finance data where authorised.

Data Usage: - Data is used to generate dashboards and reports for **authorised users designated by the Controller**, supporting decision-making and operational insights across staff roles. - Any data



provided manually (CSV/Excel) remains under the Controller's ownership. - We support multi-phase or bespoke projects which may expand to include new datasets, with Controller authorisation.

Special Category Data: Where included (e.g., SEN or sensitive HR data), this will be processed with encryption, strict access controls, and confidentiality safeguards.

4. Access, Security & Confidentiality

Smarter Analytics will: - Host data in **Microsoft Azure UK South**, encrypted in transit and at rest. - Restrict access to authorised personnel under confidentiality obligations. - Provide platform access via **Single Sign-On (SSO)** with providers such as **Microsoft or Google**, or other secure identity solutions. - Require the **Controller to manage user accounts, permissions, and leaver removals**. - Maintain audit trails and follow best endeavours for technical and organisational security. - Never share data with third parties without prior consent, except where legally required.

5. Data Lifecycle: Retention, Accuracy & Deletion

- Data is retained **only for the duration of the subscription or project**.
- The Controller must **review dashboards and reports during the feedback phase** to confirm accuracy and highlight any discrepancies.
- After the feedback phase, Smarter Analytics cannot be held responsible for discrepancies if not reported.
- On termination or on written request, we will:
 - Return data to the Controller if requested.
 - **Securely delete all personal data within 30 days** of account closure.
- Any printouts will be minimal and securely shredded; digital data will be hard deleted after the retention period.

6. Data Subject Rights & Breach Notification

- We will assist the Controller in fulfilling any **data subject requests** (access, rectification, erasure, objection, portability) that relate to data we process.
- We will notify the Controller of any **personal data breach within 72 hours** of becoming aware.
- We will cooperate with the Controller on any reporting to the **ICO** or affected data subjects, if required.

7. Sub-Processors

The Controller provides **general authorisation** for Smarter Analytics to use the sub-processors listed in **Annex 1 – Sub-Processor Register**. - All sub-processors are engaged under written agreements with equivalent data protection obligations. - We will notify the Controller of any material change to sub-processors.



8. Liability & Governing Law

- Smarter Analytics' total liability under this Agreement is limited to **direct losses** arising from **proven breaches of its processor obligations**.
- Smarter Analytics shall **not be liable** for:
 - Any indirect or consequential losses, including loss of profit, reputation, or opportunity.
 - Any loss or error arising from **inaccurate or incomplete source data** supplied by the Controller.
 - Any loss arising from the **Controller's failure to review dashboards during the feedback phase** or to maintain accurate data in its MIS or other source systems, which shall be the **system of record**.
 - **Any decisions, actions, or outcomes taken by the Controller based on dashboards, reports, or data visualisations.**
- Nothing in this Agreement limits liability that cannot be excluded by law.

This Agreement is governed by **English law**, with exclusive jurisdiction of the **English courts**.



Customer

Organisation Name (inc DFE or Trust Number)	
Name (by)	Thomas Hilton
Title/Position	Director Smarter Analytics Solutions Ltd
Address	18 Hyde Gardens, Eastbourne, BN21 4PT
Date	26th June 2025

Company

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Annex 1 – Sub-Processor Register (Launch Version)

Sub-Processor	Purpose	Location
GroupCall Xporter	MIS data integration	UK
Wonde	MIS data integration	UK
Microsoft Azure / Power BI	Hosting & dashboard visualisation	UK
Netlify	Website hosting & static assets	UK / EU CDN
Google Analytics	Website usage analytics (cookies)	EU/US (with SCCs if required)

Current as of 27/07/2025. Updates will be published at:
<https://www.smarteranalytics.com/subprocessors>

