

UNIFROG EDUCATION LIMITED

DATA SHARING AGREEMENT

BACKGROUND

- (A) Unifrog Education Limited (**Unifrog**) provides students and teachers of the School (as well as certain other School staff) with access to the Unifrog Platform pursuant to the Main Agreement (each as defined below).
- (B) To this end, Unifrog and the School need to share with each other certain personal data relating to such students, teachers and staff.
- (C) Accordingly, Unifrog and the School now agree to handle such personal data on the terms set out in this Data Sharing Agreement.

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

1.1 In this Data Sharing Agreement:

Agreed Purposes means for the purposes of the Main Agreement or this Data Sharing Agreement;

“**appropriate technical and organisational measures**”, “**controller**”, “**data subject**”, “**personal data**”, “**processing**” and “**processor**” shall have the respective meanings given to them in applicable Data Protection Laws from time to time (and related expressions, including process, processed and processes shall be construed accordingly);

Competent Authority means the UK government, the Information Commissioner’s Office or any other competent court or authority in the UK;

Data Protection Laws means:

- (a) in the UK: the UK Data Protection Laws;
- (b) in the Territory: any laws or regulations of the Territory relating to the protection of personal data;

Data Transfer Impact Assessment means the data transfer impact assessment undertaken by Unifrog at Schedule 3, as shall be amended, revised or replaced from time to time;

IDTA means the International Data Transfer Agreement as issued by the Information Commissioner’s Office under Section 119A(1) of the UK Data Protection Act 2018, Version A1.0, in force 21 March 2022 and which can be accessed at <https://ico.org.uk/media/for-organisations/documents/4019538/international-data-transfer-agreement.pdf>;

Main Agreement means the service terms which can be accessed at [insert link] governing the provision of the Unifrog Platform to the School by Unifrog;

Other School Staff means any staff member of the School (other than a Teacher) who is authorised by Unifrog to access and use the Unifrog Platform;

Parent means a Student’s parent or guardian who is authorised by Unifrog to access and use the Unifrog Platform.

Personal Data Breach means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to the Relevant Personal Data;

Relevant Personal Data means any personal data which is processed or to be processed by one or both of the parties in connection with the use of the Unifrog Platform, and as further described in clause 4.2;

School means any school or college which has partnered with Unifrog to enable its Students or Teachers to access and use the Unifrog Platform;

Student means any student or former student of the School who is authorised by Unifrog to access and use the Unifrog Platform;

Supplementary Measures means the provisions of Schedule 2, which set out the supplementary measures to the IDTA to be used in respect of transfers of personal data from Unifrog to the School, to ensure an essentially equivalent level of protection to that which is required under UK Data Protection Laws;

Teacher means any teacher of the School who is authorised by Unifrog to access and use the Unifrog Platform;

Territory means the country where the School is located;

UK GDPR means General Data Protection Regulation ((EU) 2016/679) as incorporated (in whole or in part) into national law in the United Kingdom;

UK Data Protection Laws means the UK GDPR, the Data Protection Act 2018 and any other applicable law or regulation relating to the processing of personal data and to privacy, as such legislation shall be amended, revised or replaced from time to time;

Unifrog Platform means the sections of the Unifrog Website which can only be accessed and used by authorised individuals, including Students, Teachers and Other School Staff;

Unifrog Privacy Policy means the privacy policy specifying the terms on which Unifrog processes Relevant Personal Data, which can be accessed at <https://www.unifrog.org/privacy-policy>; and

Unifrog Website means the website owned or operated by Unifrog, which can be accessed at www.unifrog.org.

1.2 If there is any conflict or ambiguity between the terms relating to data processing in the Main Agreement and the terms of this Data Sharing Agreement, the terms of this Data Sharing Agreement will prevail.

1.3 Unless otherwise stated, a reference to this Data Sharing Agreement shall include its Schedules.

1.4 The IDTA is incorporated by reference into this Data Sharing Agreement as if it were set out in within this Data Sharing Agreement, and shall be read in conjunction with Schedule 1 and the provisions of this Data Sharing Agreement. If there is a conflict or ambiguity between any provisions in the Main Agreement, the main body of this Data Sharing Agreement and the IDTA, the provisions of the IDTA shall prevail.

2. PURPOSE AND DURATION

2.1 Each party agrees to process Relevant Personal Data only for the Agreed Purposes.

2.2 This Data Sharing Agreement shall come into effect on the date hereof and subject to clause 6.4, shall continue for so long as the parties process Relevant Personal Data for the Agreed Purposes.

3. COMPLIANCE WITH DATA PROTECTION LAWS

3.1 Each party shall comply with all applicable requirements of the Data Protection Laws relating to (i) the processing of any Relevant Personal Data, and/or (ii) the exercise of its rights and obligations under the Main Agreement and this Data Sharing Agreement.

3.2 This Data Sharing Agreement is in addition to, and does not relieve, remove or replace any other obligation set out in the Main Agreement or the Data Protection Laws.

4. DATA PROTECTION OBLIGATIONS

4.1 This clause 4 sets out the framework for the processing of Relevant Personal Data by each party, and defines the principles and procedures that the parties shall adhere to and the responsibilities the parties owe to each other and to data subjects.

4.2 The parties acknowledge that they are each data controllers in respect of the Relevant Personal Data, and further acknowledge that the Relevant Personal Data:

- (a) relates to data subjects who are Students, Teachers and Other School Staff who access and use the Unifrog Platform (whether before, on or after the date of this Data Sharing Agreement) and, in each case, is further described in the Unifrog Privacy Policy;
- (b) as it relates to Students, may include, but is not limited to names; email addresses; postcodes; details of academic performance; details of work experience, educational courses, apprenticeships or training programmes undertaken; interests and hobbies; information contained in (or connected with) survey or questionnaire responses;
- (c) as it relates to Teachers, may include, but is not limited to names; email addresses; feedback, opinions and/or comments on Students' academic performance; information contained in (or connected with) survey or questionnaire responses; and
- (d) as it relates to Other School Staff, may include, but is not limited to IP addresses and other relevant information obtained from the School.

4.3 Unifrog shall process the Relevant Personal Data for the uses set out in the Unifrog Privacy Policy and as required by applicable law.

4.4 For any Student below the age of 13, the School shall:

- (a) ensure that consent to the collection and further processing of the Student's Relevant Personal Data in accordance with the Unifrog Privacy Policy is given or authorised by the holder of parental responsibility over that Student ("**Parental Consent**") before the Student accesses or otherwise uses the Unifrog Platform;
- (b) not share any personal data relating to the Student with Unifrog without such Parental Consent; and
- (c) promptly notify Unifrog if any Parental Consent is withdrawn.

In each case, Parental Consent shall be given by a statement or a clear affirmative action of the holder of parental responsibility and shall be a freely given, specific, informed and unambiguous indication of their wishes.

4.5 Without prejudice to the generality of clause 3.1, each party shall:

- (a) process the Relevant Personal Data fairly and lawfully in accordance with the Data Protection Laws;
- (b) take appropriate security and organisational measures to protect against unauthorised or unlawful processing of the Relevant Personal Data and against accidental loss, corruption or destruction of, or damage, to the Relevant Personal Data, appropriate to the harm that might result from such processing or loss, corruption, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and cost of implementing any measures (those measures may include, where appropriate, anonymising, pseudonymising and encrypting the Relevant Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services);
- (c) only use processors who have agreed to:
 - (i) process the Relevant Personal Data in accordance with documented instructions of Unifrog or the School (as applicable); and

- (ii) implement appropriate security and organisational measures to safeguard such Relevant Personal Data being processed and have entered into written obligations of confidentiality in respect of such Relevant Personal Data;
- (d) ensure that its employees, sub-contractors, agents and consultants who process the Relevant Personal Data have received adequate training on compliance with the data protection obligations set out in this clause 4 and in Data Protection Laws applicable to processing;
- (e) not transfer any Relevant Personal Data to a country outside the United Kingdom and the European Economic Area (the “EEA”) except (a) to the School in the Territory; (b) by the School to other organisations for the purposes of the School’s operations; or (c) with the other party’s prior written consent, in order to perform its obligations under the Main Agreement;
- (f) keep reasonable records of processing activities under its responsibility whether or not required by the Data Protection Laws;
- (g) promptly co-operate with the other party in respect of any exercise of rights of a data subject under the Data Protection Laws in respect of that Relevant Personal Data;
- (h) promptly notify the other party (and in any event within 48 hours) if it (or any of its employees, sub-contractors, agents or consultants) reasonably suspects or becomes aware of any suspected, actual or threatened occurrence of a Personal Data Breach and provide the other party with such details as it reasonably requires regarding:
 - (i) the nature of the Personal Data Breach, including, but not limited to, the categories and approximate numbers of data subjects and Relevant Personal Data records concerned;
 - (ii) any investigations into the Personal Data Breach;
 - (iii) the likely consequences of the Personal Data Breach; and
 - (iv) any measures taken, or that it recommends, to address the Personal Data Breach, including to mitigate its possible adverse effects,

provided that, without prejudice to the aforementioned obligations, if it cannot provide all these details within the timeframe specified in this clause 4.5(h), it shall (before the end of such timeframe) provide the other party with reasons for the delay and when it expects to be able to provide the relevant details (which may be phased), and give the other party regular updates on these matters; and

- (i) subject to clause 4.8 below promptly (and in any event within four days of receipt) notify the other party if it receives from any data subject whose personal data forms part of the Relevant Personal Data:
 - (i) any communication seeking to exercise rights conferred on the data subject by the Data Protection Laws (including any withdrawal by a Student or a former Student of consent to use his or her data for any or all purposes); and/or
 - (ii) any complaint or any claim for compensation arising from or relating to the processing of the Relevant Personal Data.

4.6 Subject to clause 4.7, the School (including its teachers and/or other School staff) may upload or submit to the Unifrog Website Relevant Personal Data relating to any Student or former Student that includes:

- (a) data concerning health;
- (b) data revealing racial or ethnic origin; and/or
- (c) other similar special categories of personal data,

for the purpose of its own internal reporting. Unifrog may use such data in an anonymised aggregated form to help assess the progress of different categories of students (for example different ethnic groups) on a regional or national basis.

4.7 The parties acknowledge their respective obligations under the Data Protection Laws as applicable to the processing of the special categories of personal data set out in clause 4.6, and agree that:

- (a) they shall each rely on the condition in article 9(2)(g) of the UK GDPR (substantial public interest, being the equality of opportunity or treatment) or in article 9(2)(j) of the UK GDPR (necessary for statistical purposes in the public interest) as appropriate (and an appropriate lawful basis in article 6 of the UK GDPR) to legitimise such processing;
- (b) the School shall throughout the Term maintain in place an appropriate policy document (within the meaning of the DPA 2018) to satisfy the requirements of the DPA 2018 in respect of any processing carried out under article 9(2)(g) of the UK GDPR (equal opportunities); and
- (c) they shall each put appropriate safeguards in place as required under article 89(1) of the UK GDPR to protect the rights of the Student or former Student in respect of any processing carried out under article 9(2)(j) of the UK GDPR (statistical purposes), such as minimisation and where appropriate, pseudonymisation or anonymisation.

4.8 If a Student or former Student requests from Unifrog access to his or her Relevant Personal Data, to comply with the UK GDPR Unifrog may (and usually will) disclose all his or her Relevant Personal Data provided by the School. This will include all Relevant Personal Data uploaded or submitted to the Unifrog Website by teachers and/or other School staff. Unifrog will normally try to notify the School if it receives such a request but does not commit to doing so.

4.9 The parties acknowledge their obligations to provide data subjects with the information referred to in articles 13 and 14 of the UK GDPR, and the parties shall each ensure that they have a privacy policy in place which complies with the Data Protection Laws.

5. COMPLIANCE WITH CHAPTER V UK GDPR (PERSONAL DATA ONLY)

5.1 This clause 5 establishes Unifrog's and the School's compliance with Chapter V of the UK GDPR in relation to transfers of Relevant Personal Data.

5.2 Subject to clause 1.4, Unifrog and the School agree that

any transfers of Relevant Personal Data to the School shall be governed by the IDTA incorporated to this Data Sharing Agreement by reference, including Schedule 1.

5.3 The parties shall comply with the Supplementary Measures when Unifrog transfers Relevant Personal Data to the School.

5.4 Subject to clause 5.5, if a Competent Authority:

- (a) prescribes any new or replacement standard data protection clauses applicable to any transfer of any personal data (including any replacement to the IDTA);
- (b) enacts, issues or prescribes any legislation, regulation or case law applicable to such cross-border transfers; or
- (c) prescribes any other mechanism, measure or action for the lawful cross-border transfer of such personal data,

the parties shall, as soon as reasonably practicable, execute such new or replacement clauses, amend this Data Sharing Agreement in order to comply with such legislation, regulation or case law, or carry out such mechanism, measure or action (as the case may be).

5.5 If a Competent Authority issues any applicable non-legally binding guidance relevant to this Data Sharing Agreement which the parties believe requires an amendment to this Data Sharing Agreement, the parties shall consult with each other reasonably and in good faith in order to agree an appropriate amendment.

5.6 If transfers of the Relevant Personal Data to the School would infringe the IDTA or any of the Data Protection Laws or if the Supplementary Measures cannot be taken or prove insufficient, both parties shall consult with each other in order to agree upon a resolution, and Unifrog may suspend transfers of Relevant Personal Data until they can be made lawfully.

5.7 The School acknowledges and accepts the outcome of the Data Transfer Impact Assessment which provides the Supplementary Measures for the transfer of Relevant Personal Data to the School under this Data Sharing Agreement and further agrees to accept any updated or revised measures if the Data Transfer Impact Assessment is amended or updated by Unifrog.

6. GENERAL

6.1 No amendment of this Data Sharing Agreement shall be effective unless it is in writing and signed by or on behalf of each of the parties.

6.2 If any provision of this Data Sharing Agreement is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable or unenforceable it shall, to the extent of such illegality, invalidity, voidness, voidability or unenforceability be deemed severable and the remaining provisions of this Data Sharing Agreement and the remainder of such provision shall, to the fullest extent possible, continue in full force and effect.

6.3 No one other than a party to this Data Sharing Agreement shall have any right to enforce any of its terms.

6.4 If the Main Agreement expires or is terminated for any reason, the provisions of this Data Sharing Agreement which are expressly or by implication intended to survive expiry or termination shall continue in full force and effect after such expiry or termination.

6.5 This Data Sharing Agreement and any dispute or claim arising out of or in connection with it (including any non-contractual claims or disputes) shall be governed by and construed in accordance with the laws of England, and the parties hereby submit to the exclusive jurisdiction of the English courts.

This Data Sharing Agreement has been entered into on the date that the School confirms its agreement to it electronically.

SCHEDULE 1 IDTA

Standard Data Protection Clauses to be issued by the Commissioner under S119A(1) Data Protection Act 2018

International Data Transfer Agreement (**IDTA**) - **VERSION A1.0, in force 21 March 2022**

This IDTA has been issued by the Information Commissioner for Parties making Restricted Transfers. The Information Commissioner considers that it provides Appropriate Safeguards for Restricted Transfers when it is entered into as a legally binding contract.

Transfer Details

| | |
|---|--|
| UK country's law that governs the IDTA: | England and Wales |
| Primary place for legal claims to be made by the Parties | England and Wales |
| The status of the Exporter | In relation to the Processing of the Transferred Data: Exporter is a Controller |
| The status of the Importer | In relation to the Processing of the Transferred Data: Importer is a Controller |
| Whether UK GDPR applies to the Importer | UK GDPR does not apply to the Importer's Processing of the Transferred Data |
| Linked Agreement | <p>Other agreements – any agreement(s) between the Parties which set out additional obligations in relation to the Transferred Data, such as a data sharing agreement or service agreement:</p> <p>Name of agreements: The Data Sharing Agreement and the Main Agreement.</p> <p>Date of agreements: The Data Sharing Agreement – the date that the School confirms its agreement to the Data Sharing Agreement. The Main Agreement takes effect on the date after the fee payable under the Main Agreement is paid, which the School decides is the date it wishes to start the annual subscription, or the date at which the onboarding process begins - whichever is sooner.</p> <p>Parties to the agreements: Unifrog and the School.</p> |
| Term | The Importer may Process the Transferred Data for the following time period: (only if the Importer is a Controller or not the Exporter's Processor or Sub-Processor) for as long as is necessary for the Purpose. |
| Ending the IDTA before the end of the Term | The Parties cannot end the IDTA before the end of the Term unless there is a breach of the IDTA or the Parties agree in writing. |

| | |
|---|---|
| Ending the IDTA when the Approved IDTA changes | Which Parties may end the IDTA as set out in Section 29.2: Exporter |
| Can the Importer make further transfers of the Transferred Data? | The Importer MAY transfer on the Transferred Data to another organisation or person (who is a different legal entity) in accordance with Section 16.1 (Transferring on the Transferred Data). |
| Specific restrictions when the Importer may transfer on the Transferred Data | The Importer may only forward the Transferred Data in accordance with Section 16.1: there are no specific restrictions. |
| Review Dates | <p>First review date: No later than the fifth anniversary of the date on which the School confirms its agreement to the Data Sharing Agreement.</p> <p>The Parties must review the Security Requirements whenever there is a material change to the Transferred Data, Purposes, Importer Information, TRA or risk assessment.</p> |

Table 3: Transferred Data

| | |
|--|---|
| Transferred Data | <p>The personal data to be sent to the Importer under this IDTA consists of: personal data as set out in the definition of Relevant Personal Data in the Data Sharing Agreement.</p> <p>The categories of Transferred Data will update automatically if the information is updated in the Linked Agreement.</p> |
| Special Categories of Personal Data and criminal convictions and offences | <p>The Transferred Data may include data relating to:</p> <ul style="list-style-type: none"> • racial or ethnic origin • religious or philosophical beliefs • physical or mental health (including data relating to special educational needs) <p>The category of special category data will update automatically if the information is updated in the Linked Agreement referred to.</p> |
| Relevant Subjects Data | <p>The Data Subjects of the Transferred Data are: Students, Parents, Teachers and Other School Staff whose personal data is stored on the Unifrog Platform.</p> <p>The categories of Data Subjects will update automatically if the information is updated in the Linked Agreement.</p> |
| Purpose | <p>The Importer may Process the Transferred Data for the purposes set out in: The Data Sharing Agreement (see Agreed Purposes).</p> <p>The purposes will update automatically if the information is updated in the Linked Agreement referred to.</p> |

Table 4: Security Requirements

| | | |
|---|----------|--|
| Security of Transmission | of | See sections 5.1 and 5.2 of the Data Transfer Impact Assessment (as set out in Schedule 3) of the Data Sharing Agreement. |
| Security of Storage | | See sections 5.1 and 5.2 of the Data Transfer Impact Assessment (as set out in Schedule 3 of the Data Sharing Agreement). |
| Security of Processing | of | The Importer has, to date, not received any requests from any public authorities or law enforcement agencies in relation to personal data. |
| Organisational security measures | | See section 5.3 of the Data Transfer Impact Assessment (as set out in Schedule 3 of the Data Sharing Agreement). |
| Technical minimum requirements | security | See sections 5.1 and 5.2 of the Data Transfer Impact Assessment (as set out in Schedule 3 of the Data Sharing Agreement). |
| Updates to the Security Requirements | to the | The Security Requirements will update automatically if the information is updated in the Linked Agreement referred to. |

Part 2: Extra Protection Clauses

| | |
|---|--|
| Extra Protection Clauses: | |
| (i) Extra technical security protections | See section 5.2 of the Data Transfer Impact Assessment (as set out in Schedule 3 of the Data Sharing Agreement). |
| (ii) Extra organisational protections | See section 5.3 of the Data Transfer Impact Assessment (as set out in Schedule 3 of the Data Sharing Agreement). |
| (iii) Extra contractual protections | See section 5.2 of the Data Transfer Impact Assessment (as set out in Schedule 3 of the Data Sharing Agreement). |

Part 3: Commercial Clauses

| | |
|---------------------------|-----|
| Commercial Clauses | N/A |
|---------------------------|-----|

Part 4: Mandatory Clauses:

Mandatory Clauses

Part 4: Mandatory Clauses of the Approved IDTA, being the template IDTA A.1.0 issued by the ICO and laid before Parliament in accordance with s119A of the Data Protection Act 2018 on 2 February 2022, as it is revised under Section 5.4 of those Mandatory Clauses.

SCHEDULE 2 – SUPPLEMENTARY MEASURES

The measures listed at sections 5.2 and 5.3 of the Data Transfer Impact Assessment.

SCHEDULE 3 – DATA TRANSFER IMPACT ASSESSMENT

TRANSFER IMPACT ASSESSMENT

REGARDING

DATA SHARING AGREEMENT BETWEEN

(1) UNIFROG EDUCATION LIMITED (UNIFROG) AND (2) EACH OF THE NON-EEA SCHOOLS (SCHOOLS)

Review Date: At least annually

Document history:

| Version number | Summary of change | Reviewer name and role | Date |
|-----------------------|--------------------------|--|---------------|
| 1.0 | Initial draft | External Legal Counsel of Unifrog - Penningtons Manches Cooper LLP | August 2021 |
| 1.1 | Updated draft | External Legal Counsel of Unifrog - Penningtons Manches Cooper LLP | February 2024 |
| | | | |
| | | | |
| | | | |

NOTICE OF RESTRICTED USE OF THIS ASSESSMENT – THE PURPOSE OF THIS DOCUMENT IS TO ASSIST THE PARTIES WITH CARRYING OUT THE DATA TRANSFER ASSESSMENT NOW REQUIRED WHERE STANDARD CONTRACTUAL CLAUSES ARE USED TO LEGITIMISE CROSS-BORDER TRANSFERS. IT DOES NOT GUARANTEE COMPLIANCE WITH APPLICABLE LAWS. WHILE IT FOLLOWS THE RELEVANT GUIDANCE THAT IS AVAILABLE AT PRESENT, THE LAW IN RELATION TO CROSS BORDER TRANSFERS IS EVOLVING AND MUST BE KEPT UNDER CONTINUOUS REVIEW AND THEREFORE THIS IMPACT ASSESSMENT DOES NOT GUARANTEE THAT TRANSFERS WILL BE FOUND TO BE IN COMPLIANCE WITH APPLICABLE LAWS. AS MORE GUIDANCE IS RELEASED, THE ASSESSMENT SHOULD EVOLVE AND FURTHER STEPS TAKEN AS NECESSARY TO ENSURE COMPLIANCE AS MORE GUIDANCE IS RELEASED, THE ASSESSMENT SHOULD EVOLVE AND FURTHER STEPS TAKEN AS NECESSARY TO ENSURE COMPLIANCE.]

1. BACKGROUND

Following the Court of Justice of the European Union's decision in *Schrems II*¹, UK organisations that rely on Standard Contractual Clauses (**SCCs**) to transfer personal data must assess, on a case-by-case, whether the laws of the territory into which personal data is being transferred guarantee data subjects a level of data protection essentially equivalent to that required under EU law. This does not apply to EEA countries or countries which are covered by a UK adequacy regulation.

This requirement also applies under UK data protection laws post-Brexit, meaning that a transfer impact assessment must be carried out when transferring personal data to jurisdictions not recognised as adequate under UK data protection laws, where such a transfer is made pursuant to the UK International Data Transfer Agreement (**UK IDTA**). Unifrog and Schools outside the UK/EEA use the UK IDTA.

Here we have used the terms **SCCs** to include the UK IDTA, for convenience.

Transfer accountability framework

The European Data Protection Board (**EDPB**) recommends² the following steps in relation to accountability for transfers from the EU; and the UK's Information Commissioner's Office (**ICO**)³ has indicated that organisations exporting data from the UK should carry out an assessment in line with these EDPB recommendations:

- Step 1: Know your transfers
- Step 2: Identify the transfer tools you are relying upon
- Step 3: Assess whether the transfer tool you are relying upon is effective for all circumstances of the transfer
- Step 4: Adopt supplementary measures if necessary
- Step 5: Procedural steps if supplementary measures are necessary
- Step 6: Re-evaluate at appropriate intervals

The purpose of this document is to provide a framework and means of recording the assessment in relation to the transfer.

Unifrog is based in the UK and delivers an online platform (the **Unifrog Platform**) to more than 300 separate Schools located in over 60 territories outside the UK and EEA (as set out in the Schedule), which enables the Schools' students to explore career and apprenticeship opportunities, and post-16 and post-18 option courses. Undertaking a transfer impact assessment in respect of the legal system of each School's territory is unfeasible, especially in light of the resources available to Unifrog, as a relatively small business, and the Schools. In light of the above,

¹<http://curia.europa.eu/juris/document/document.jsf?docid=228677&doclang=EN>

²https://edpb.europa.eu/system/files/2021-06/edpb_recommendations_202001vo.2.0_supplementarymeasurestransferstools_en.pdf and <https://ico.org.uk/for-organisations/guide-to-data-protection/guide-to-the-general-data-protection-regulation-gdpr/international-transfers-after-uk-exit/>

³<https://ico.org.uk/for-organisations/guide-to-data-protection/guide-to-the-general-data-protection-regulation-gdpr/international-data-transfer-agreement-and-guidance/transfer-risk-assessments/#TRA-tool>

Unifrog has decided to carry out one overarching transfer impact assessment in respect of all Schools' jurisdictions, and assess the supplementary measures that can be put in place by the parties to ensure an essentially equivalent level of protection for the relevant personal data once transferred to each destination country.

Unifrog shares the personal data of students with each School to enable students to use the Unifrog Platform. Unifrog also shares data with the Schools so they can invite their students to their alumni programmes and see how their students progress after they have left the School. Unifrog shares the personal data of the School's teachers with the School to enable students to use the Unifrog Platform as intended. The School shares personal data with Unifrog to enable its students, teachers and other school staff to interact and use the Unifrog Platform as intended. The categories of personal data are set out below.

If Unifrog or any of the Schools determine that the supplementary measures are not effective to bring the level of data protection to that required under UK law, the transfer must be suspended or a different lawful transfer mechanism put in place.

This transfer impact assessment does not guarantee compliance with any applicable laws and must be kept under continuous review, particularly in light of further updated recommendations or guidance that may become available.

2. DATA SHARING AGREEMENT

NOTE: Capitalised words and expressions used below have the same meaning as set out in this Data Sharing Agreement.

| | |
|-----|--|
| 2.1 | <p>Contract: The parties have entered into the Main Agreement, which is supplemented by this Data Sharing Agreement signed by the parties.</p> |
| 2.2 | <p>Need for and purpose of the transfer(s) (step 1 of transfer accountability framework): The parties need to share with each other personal data of students of the Schools, to enable Unifrog to provide the services described in the Main Agreement.</p> |
| 2.3 | <p>Grounds for transfer (step 2 of transfer accountability framework): The transfer tool that will be relied upon for the transfer of personal data from Unifrog (in the UK) to Schools (outside the UK and EEA) is the Standard Data Protection Clauses issued by the UK Information Commissioner's Office under Section 119(A) of the UK Data Protection Act 2018 – International Data Transfer Agreement, Version A1.0.</p> <p>The parties acknowledge that no transfer tool is required for the transfer of personal data from the Schools to Unifrog under UK data protection laws. This transfer impact assessment therefore only focuses on the transfer of personal data from Unifrog to the Schools.</p> |

| | |
|------|---|
| 2.4 | Effectiveness of transfer tool and relevance to all circumstances of the transfer (step 3 of transfer accountability framework): The SCCs will be relevant to all circumstances of this transfer, and the circumstances of the transfer are further assessed in this transfer impact assessment. |
| 2.5 | Nature of data sharing arrangement: Controller to controller |
| 2.6 | Name and role of organisation exporting the personal data: Unifrog (data exporter) – Controller |
| 2.7 | Country/Territory from which personal data is being transferred: United Kingdom |
| 2.8 | Name and role of organisation importing the personal data: The School (data importer) - Controller |
| 2.9 | Country/Territory to which personal data is being transferred: See Appendix |
| 2.10 | Onward transfer of personal data by data importer (if yes, identify to whom the data is transferred and the country of onward transfer): Students, teachers and other school staff may access the Unifrog Platform (provided that each student may only process his/her/their own data and all access is password-protected). It is not anticipated that any School will transfer the personal data to a recipient outside its own country. |

3. DESCRIPTION OF PROCESSING

| | |
|-----|--|
| 3.1 | Types of data subject (and separately identify any categories of vulnerable individuals and children whose personal data is being collected or confirm none): <ul style="list-style-type: none"> • current and former students of the Schools; • some students are children aged 11-18; • current and former teachers; and • current and former staff of the Schools. |
| 3.2 | Purpose of the transfer(s): Provision of the services by Unifrog as set out in the Main Agreement. |
| 3.3 | Categories of data (and identify any categories of special category data being collected or confirm none): As detailed in Table 3 of Part 1 of the IDTA set out in Schedule 1 of the Data Sharing Agreement. |

| | |
|-----|---|
| 3.4 | <p>Data minimisation (identify considerations given to data minimisation such as certain types of data subject not included in scope, types of data/fields collected minimised, data flows minimised, de-identification techniques used):</p> <p>This Data Sharing Agreement requires each party to:</p> <p><i>“comply with all applicable requirements of the Data Protection Laws relating to (i) the processing of any Relevant Personal Data, and/or (ii) the exercise of its rights and obligations under the Main Agreement and this Data Sharing Agreement” (clause 3.1).</i></p> <p>This Data Sharing Agreement requires the School to:</p> <p><i>“process the Relevant Personal Data fairly and lawfully in accordance with the Data Protection Laws” (clause 4.5(a)).</i></p> <p><i>“they shall each put appropriate safeguards in place as required under article 89(1) of the GDPR to protect the rights of the Student or former Student in respect of any processing carried out under article 9(2)(j) of the GDPR (statistical purposes), such as minimisation and where appropriate, pseudonymisation or anonymisation” (clause 4.7(c)).</i></p> |
| 3.5 | <p>Transparency:</p> <p>The transfers of personal data envisaged by this Data Sharing Agreement are transparently addressed within a privacy notice(s) given to data subjects https://www.unifrog.org/privacy-policy</p> |

4. ADEQUACY OF DATA PROTECTION IN DESTINATION COUNTRY

The Court of Justice of the European Union (Court or CJEU) found the SCCs to be valid, but emphasised the obligations they impose. In particular, both parties to the UK IDTA are required to verify, prior to any transfer, and taking into account the circumstances of the transfer, whether a level of protection essentially equivalent to that guaranteed within the UK by the UK GDPR is respected in the destination country.

EDPB clarifies that “essential equivalence” will not be possible if the data importer is prevented from complying with their obligations under the SCCs (or other Article 46 GDPR transfer tool) due to the destination country’s legislation and practices applicable to the transfer.

Relevant factors when making this assessment include (without limitation) the same factors that the European Commission considers when evaluating whether an adequacy decision should be made, as set out in Article 45(2) of GDPR. The factors set out in Article 45(2) include: the rule of law; respect for human rights and fundamental freedoms; relevant legislation; access by public authorities to

personal data; the existence of independent supervisory authorities; effective data subject rights and effective redress for data subjects whose personal data is transferred.

The assessment must consider all actors participating in the transfer (e.g. controllers, processors and sub-processors processing data in the destination country), as identified in the mapping exercise for transfers.

Consideration should also be given to the guarantees set out in the SCCs (i.e. whether the recipient of the data is able to comply with the SCCs in a practical sense) and, as regards access by public authorities to the data transferred, relevant aspects of the destination country's legal system. Where the local laws of the destination country do not provide an essentially equivalent level of protection, supplementary measures to ensure essential equivalence must be implemented, otherwise the transfer cannot take place (see section 5 below).

4.1

Assessment of local laws:

As described in section 1 above, this is an overarching transfer impact assessment in respect of the transfers Unifrog makes to the Schools it works with in numerous non-UK / non-EEA countries around the world.

It would not be practical to assess the legal framework in each of the countries in which the Schools are located. However, Unifrog considers there is a risk that the laws or practices of those destination countries do not ensure an essentially equivalent level of data protection to that guaranteed under UK law.

For instance, in certain destination countries:

- applicable laws may impinge on the commitments contained in the SCCs (including commitments enabling data subjects to exercise their rights, such as access, correction and deletion requests for transferred data);
- applicable laws may lay down requirements to disclose personal data to public authorities or grant such public authorities powers of access to personal data (for instance for criminal law enforcement, regulatory supervision and national security purposes) that go beyond what is necessary and proportionate in a democratic society;
- there may be more limited data protection laws, and/or the data protection authority may not have sufficient independence; or legislation governing the access to data by public authorities may be ambiguous or not publicly available; or
- data subjects may be unable to obtain redress (as judged against the standards required under UK law).

| | |
|--|--|
| | <p>As such, for the purposes of this transfer impact assessment, Unifrog and the Schools shall adopt the same approach in respect of all transfers.</p> <p>Accordingly, additional supplementary measures will need to be adopted in order to improve protection for data which is transferred to all destination countries. Namely, supplementary measures to minimise or eliminate the risk of interception.</p> |
|--|--|

5. SUPPLEMENTARY MEASURES

- *Where the destination country does not provide the level of data protection required by UK law, the parties to the data transfer should assess whether they can provide supplementary measures to ensure an essentially equivalent level of protection as provided in the UK; and whether the law of the destination country will impinge on these supplementary measures so as to prevent their effectiveness.*

| | |
|------------|--|
| 5.1 | <p>Supplementary Measures</p> <p>Technical measures For this transfer the following technical measures will be implemented to supplement the safeguards set out in the SCCs:</p> <p>Data minimisation</p> <ul style="list-style-type: none"> • Unifrog will only send personal data to each School that has been uploaded to the Unifrog Platform by that School’s students, teachers and other school staff, except occasionally statistical analysis based on such data. <p>Encryption</p> <ul style="list-style-type: none"> • All data transferred between Unifrog to the School is transmitted using strong encryption – 256-bit SSL/TLS.1.2 (or higher). • Sensitive data such as passwords are hashed and salted. • The Unifrog Platform uses a strong Content Security Policy to help prevent Cross-Site Scripting (XSS), clickjacking and other attacks resulting from code injection. <p>Other Security</p> <ul style="list-style-type: none"> • Only Unifrog’s lead developers and Managing Director have access to the servers and technology infrastructures, which are provided by Amazon Web Servers. Servers are |
|------------|--|

| | |
|-----|--|
| | <p>automatically updated as soon as security patches are released.</p> <ul style="list-style-type: none"> • Servers sit behind multiple firewalls within a VPC which is only accessible via a VPN; only ports 80 and 443 are publicly accessible. The database server is not accessible outside the VPC. • Student data and backups are only stored and processed in EU and UK data centres. <p>Vulnerability assessments are performed regularly, both manually and automatically by the Uniform Platform's developers. Realtime protection is provided by Amazon Web Services and the Unifrog Platform has been externally Penetration Tested</p> |
| 5.2 | <p><u>Contractual measures</u></p> <p>For the transfer, the following additional contractual measures will be provided to address the risk of interception:</p> <ul style="list-style-type: none"> • A contractual assurance that all data transferred from Unifrog to the School will be encrypted with 256-bit SSL/TLS.1.2 (or higher) and reliably managed. • A warranty that, to date, the School has not received any orders or other requests from any public authority or law enforcement agency in relation to the data transferred. • A contractual commitment from the School that if it receives any request or order to disclose data received from Unifrog (or any encryption key), it will promptly notify Unifrog, reviewing the legality of any such order, and resist such request or challenge any such order to the extent permitted under applicable law. When challenging such an order, the School shall seek interim measures to suspend the effects of the order until the court has decided on the merits. The School commits not to disclose the personal data requested unless and until a court of competent jurisdiction has ordered it to do so (in which case the School shall, before complying with such order, to the extent permitted by law, give Unifrog as much notice as possible and consult and cooperate with Unifrog regarding appealing such order). If the School is unable to notify Unifrog before complying with any such order, the School shall, in any event, comply with its obligations under IDTA clause 8.3 and inform Unifrog (without giving specific details) that it is no longer able to comply with all of the guarantees provided for under the IDTA, so that the transfer of data can be suspended. The School shall also commit to providing the minimum |

| | |
|-----|--|
| | <p>amount of information permissible when responding to the order, based on a reasonable interpretation of the order. The School shall, to the extent permitted by law, document and demonstrate Unifrog the actions it has taken, exercising its best efforts to fulfil the contractual commitments set out in this bullet point.</p> <p>A contractual commitment from the School to implement the organisational measures set out below.</p> |
| 5.3 | <p><u>Organisational measures</u></p> <p>Unifrog will require the Schools to implement the following organisational measures to complement the technical and contractual measures set out above, in order to ensure an essentially equivalent level of protection of the personal data to that guaranteed within the UK:</p> <ul style="list-style-type: none"> • the adoption of internal policies with clear allocation of responsibilities for data transfers, and standard operating procedures for cases of official requests from public authorities to access the data. • specific training procedures for School personnel in charge of managing requests for access to personal data from public authorities. • the documentation and recordal of requests for access received from public authorities provided, alongside the reasoning and the actors involved (e.g. whether Unifrog has been notified and its reply, the School's assessment of such requests, <i>etc</i>). To the extent permitted by law, these records shall be made available to Unifrog, who should in turn provide them to the data subjects concerned where required. • the adoption of data access and confidentiality policies and best practices, including emphasising the need to keep passwords confidential, and deterring teachers and other school staff from downloading personal data from the Unifrog Platform. <p>the regular review of internal policies to assess the suitability of the measures referred to above and implement additional or alternative solutions when necessary, to ensure that an equivalent level of protection to that guaranteed within the UK of the personal data transferred is maintained.</p> |

6. PROCEDURAL STEPS (STEP 5 OF TRANSFER ACCOUNTABILITY FRAMEWORK)

| | |
|-----|---|
| 6.1 | The supplementary measures set out above do not contradict the SCCs relied upon for this transfer. In any event, clause 1.4 of this Data Sharing Agreement addresses this by providing that the SCCs take priority in the event of any conflict or ambiguity. No further procedural steps are needed. |
|-----|---|

7. ACTIONS

| Action required | Owner | Date to be completed |
|---|------------------------|---|
| This Data Sharing Agreement will incorporate the supplementary measures set out in sections 5.2 and 5.3 | Unifrog and the School | The date that the School confirms its agreement to this Data Sharing Agreement. |

8. DECISION

| |
|--|
| <p>Decision: Implement the combined supplementary measures identified in section 5 above and proceed with the data transfer, noting that the transfer must be kept under continuous review.</p> <p><i>Rationale:</i> implementing the combined supplementary measures identified in section 5 above (comprising technical measures and contractual measures, complemented by the organisational measures) will bring the level of data protection to that required under UK law for the reasons set out in section 5 above.</p> |
|--|

APPENDIX

SCHOOLS' TERRITORIES OUTSIDE THE EEA (AND NOT COVERED BY AN ADEQUACY DECISION) AS AT FEBRUARY 2024

| Territory |
|------------------------|
| Albania |
| Australia |
| Bahamas |
| Bahrain |
| Bermuda |
| Bermuda |
| Botswana |
| Brazil |
| British Virgin Islands |
| Brunei Darussalam |
| Burkina Faso |
| Cambodia |
| Cayman Islands |
| China |
| Colombia |
| Costa Rica |
| Egypt |
| Fiji |
| Ghana |
| Hong Kong |
| India |
| Indonesia |
| Japan |
| Jordan |
| Kazakhstan |
| Kenya |
| Kosovo |
| Kuwait |
| Kyrgyzstan |
| Lebanon |
| Macau |
| Malaysia |
| Mexico |
| Monaco |
| Morocco |
| Mozambique |
| Nepal |
| Nicaragua |

| |
|--|
| Nigeria |
| Oman |
| Palestine, State of |
| Panama |
| Peru |
| Philippines |
| Qatar |
| Russia |
| Saudi Arabia |
| Seychelles |
| Singapore |
| Somalia |
| South Africa |
| Thailand |
| Ukraine |
| United Arab Emirates |
| United States (unless transfer is covered by the UK Extension to the EU-US Data Privacy Framework) |
| Uzbekistan |
| Vietnam |
| Zambia |
| Zimbabwe |