



**SQUAD
IN TOUCH**

INSPIRE. ENGAGE. SUCCEED.

Data Sharing Agreement For Schools

Next review date: May 2019

Reviewed by:	Laura Bennett
Reviewed:	24 th of May, 2018

Terms and definitions

“Agreement”, “Service Agreement” refers to this Agreement signed between Squad In Touch Ltd and a Customer (School) about terms and conditions of using Squad In Touch Cloud Solution within the School(s).

“Authorised School Members” refers to any or all of the school officials, sports coaches and sports teachers of the School who are authorised by the School to access the Restricted School Area.

“Coach/Teacher Member(s)” refers to any or all of the sports coaches and sports teachers who are registered with or employed by the School to provide sports coaching to the Pupils and/or for organising Pupil sporting events.

“Customer”, “School” refers to the School purchasing Squad In Touch Cloud Solution in accordance with the Service Agreement.

“DPA” refers to the Data Protection Act 2018.

“GDPR” refers to the General Data Protection Regulation (Regulation (EU) 2016/679).

“Online Interfaces” refers to websites and mobile applications owned and controlled by Us and allowing access to Squad In Touch Cloud Solution, including but not limited to www.squadintouch.com, www.squadintouch.co.uk.

“Parent Member(s)” refers to any or all of the parents or legal guardians of the Pupils who successfully register as users of Squad In Touch Cloud Solution.

“Personal Data”, “Data Controller”, “Data Processor”, “Data Processing”, “Data Subject” shall be understood in their meanings as assigned by the GDPR and the DPA.

“Personal Data operated by School” refers to Personal Data of individuals who allow the School to be a Data Controller on their Personal Data.

“Protective Measures” refers to appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it.

“Public Area” refers to the subset of Squad In Touch Cloud Solution applications that can be accessed by anyone without registration or signing up.

“Public User(s)” refers to an any or all individuals that use the Public Area of Squad In Touch Cloud Solution without registration or signing up.

“Pupil(s)”, “Student(s)” refer to any or all of the children who attend the School and participate in sporting events.

“Registered User(s)” refers to any or all individuals that sign up with Squad In Touch Cloud Solution and agree with Squad In Touch Privacy Policy, Terms of Use and Accessible Use Policy.

“Restricted School Area” refers to the the area of Squad In Touch Cloud Solution that can be accessed by School Members and Coach/Teacher Members only.

“School Authorised Staff” refers to any or all of the School officials who are Registered Users and authorised by the School to perform particular operations with the School's data, as well as Personal Data of Registered Users that allow the School to be a Data Controller on their Personal Data.

“School Subscription”, “Subscription” means the subscription purchased by the Customer, which entitles Authorised School Members to access and use Squad In Touch Cloud Solution.

“Services” means the services available to Members via Squad In Touch Cloud Solution.

“Squad In Touch Cloud Solution” refers to the software developed by Squad In Touch Ltd as described on the official Company's website and the services of its operations provided by Squad In Touch Ltd including, but not restricted to: hosting, maintenance, customer support, etc.

“Squad In Touch Ltd”, “Squad In Touch”, “Company”, “We”, “Us”, “Our” refers to Squad In Touch Ltd, a limited company registered in England and Wales (Company number 09657481), with registered office at Pacific House, 382 Kenton Road, Harrow, Middlesex, HA3 8DP.

“Subscription Term” refers to the term of the right to permit the Authorised School Members to access and use Squad In Touch Cloud Solution is granted to the Customer for.

“Unrestricted Member Area” means the area of Squad In Touch Cloud Solution that can be accessed by all Members.

1 Introduction

- 1.1 This Data Sharing Agreement (DSA) sets out the policies, procedures, roles and responsibilities of how parties will share Personal Data whilst using Squad In Touch Cloud Solution.
- 1.2 Squad In Touch Cloud Solution is a platform for kids sports development which helps registered users organise kids sports events, keep records of kids sports performance and discipline, communicate to each other and share photos and videos around kids sports.
- 1.3 As schools may operate third party Personal Data, in order to use Squad In Touch Cloud Solution your school must understand and accept this agreement.
- 1.4 This document is in addition to your school DSAs with any third party. You must ensure that you have a suitable DSAs with each third party before sharing third party Personal Data with Squad In Touch Ltd using Squad In Touch Cloud Solution.
- 1.5 This DSA implies no warranty.

2 Personal Data in Squad In Touch Cloud Solution

- 2.1 As a school, you operate Personal Data of your school students.
- 2.2 Squad In Touch Cloud Solution is designed to operate using the minimum third party personal information.
- 2.3 Details of processing of Personal Data operated by School within the Squad In Touch Cloud Solution are listed in the **Annex A - Schedule of Processing, Personal Data and Data Subjects**.
- 2.4 To protect students Personal Data we encourage schools to use enhanced data security measures like pseudonymisation – such as using the first letter of the surname rather than the full surname or/and using preferred names rather than full forenames.
- 2.5 Personal Data of the other Registered Users with Squad In Touch Cloud Solution (school staff, coaches, parents, students when they have their own accounts) is being inputted and operated by Registered Users themselves.

3 Transfer of Personal Data

- 3.1 Squad In Touch Cloud Solution enables you to input and edit students Personal Data within web interface of Squad In Touch Cloud Solution. The data captured within web interface is transferred directly to Squad In Touch Cloud Solution database.
- 3.2 Squad In Touch Cloud Solution enables you to upload students Personal Data from files CSV or XLS format within web interface of Squad In Touch Cloud Solution. The data captured from files CSV or XLS format is transferred directly to Squad In Touch Cloud Solution database.
- 3.3 For the purposes of initial loading students Personal Data on Squad In Touch Cloud Solution database or implementing of massively changes in students Personal Data (e.g.

students moving up for the next Academic Year) your school may transfer students Personal Data to Squad In Touch Ltd using files of CSV or XLS format. The data received from a school in files of CSV or XLS format is stored on a secured temporary storage and uploaded onto Squad In Touch Cloud Solution database by Squad In Touch Ltd support team staff manually. Once uploaded on Squad In Touch Cloud Solution database, the data transferred in files CSV or XLS format is wiped from all temporary storage locations.

4 Use of Personal Data

- 4.1 Your school is and shall remain the Data Controller of the Personal Data inputted and processed on Squad In Touch Cloud Solution.
- 4.2 Squad In Touch Ltd is and shall remain the Data Processor as a service provider to your school. Squad In Touch Ltd does not act as the Data Controller of your school data and your school shall retain sole ownership of all rights, title and interest in and to all of their data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of your data.
- 4.3 Your school may use Personal Data as following:
 - Input, edit, and remove Personal Data with Squad In Touch Cloud Solution using web or mobile interface of Squad In Touch Cloud Solution as described in Squad In Touch Cloud Solution user guide - <http://docs.squadintouch.com/>;
 - Open the access to Personal Data to the other Registered Users of Squad In Touch Cloud Solution;
 - Open anonymized Personal Data for public access.

5 Personal Data Security and Access

- 5.1 Squad In Touch Ltd is registered with the Information Commissioners Office (ICO) and its registration number is ZA190536.
- 5.2 Squad In Touch Cloud Solution supports high secure multi-level role model of access to the data stored on its database.
- 5.3 Squad In Touch Cloud Solution allows your school to grant access to your school data to the other Registered Users of Squad In Touch Cloud Solution or to Public Users.
- 5.4 Squad In Touch Cloud Solution allows your school to deny any access to your school data granted at any time.
- 5.5 Squad In Touch Cloud Solution supports the user roles for data access and manage data access of the Registered Users as following:
 - School admin access;
 - School manager access;
 - School PE teacher access;
 - Coach access;
 - Parent access;

- Student access;
- Public access.

Find the details about role data access permissions in **Schedule 2 - Squad In Touch Cloud Solution Role Access Model**.

6 Personal Data hosting

6.1 Personal Data is stored on Amazon Web Service cloud (Ireland). Squad In Touch Ltd uses server instances on Amazon EC2 and data storages on Amazon S3: <https://aws.amazon.com/ec2/>, <https://aws.amazon.com/s3/>.

6.2 From the point of view of data protection AWS:

- fully compliant to GDPR - <https://aws.amazon.com/compliance/gdpr-center/>
- certified for Cyber Essentials Plus - <https://aws.amazon.com/compliance/cyber-essentials-plus/>
- approved supplier of UK Government G-Cloud programme for public sector organisations - <https://aws.amazon.com/government-education/g-cloud-uk/>.

7 Privacy Policy and Terms and Conditions of Use

7.1 When creating an account with Squad In Touch each user must agree to our Privacy Policy, Terms of Use and Acceptable Use Policy which can be found on Squad In Touch website:

https://app.squadintouch.com/docs/pdf/privacy_policy.pdf

https://app.squadintouch.com/docs/pdf/terms_of_use.pdf

https://app.squadintouch.com/docs/pdf/acceptable_use_policy.pdf

7.2 Full Terms and Conditions under which you should use Squad In Touch Cloud Solution including clauses related to Data Protection are included in Service Agreement signed between your school and Squad In Touch Ltd.

8 Further Information

8.1 If you require further information please contact us support@squadintouch.co.uk.

Annex A - Schedule of Processing, Personal Data and Data Subjects

1. The Company shall comply with any further written instructions with respect to processing by the Customer.
2. Any such further instructions shall be incorporated into this Schedule.

Description	Details
Subject matter of the processing	For the purpose of this Agreement Personal Data is processed on the Squad In Touch Cloud Solution allowing the Customer to manage their sports fixtures, after school sports clubs and communication among staff and parents.
Duration of the processing	<p>The Data shall not be processed for longer than needed for the purposes of the processing.</p> <p>Once the pupil leaves the School either at the end of the Academic Year their Personal Data shall be immediately removed.</p> <p>If the pupil leaves the School in the middle of the Academic Year their Personal Data shall be immediately removed once the relevant School's request has been received.</p>
Nature and purposes of the processing	<p>The Nature of the processing</p> <p>Operations with Personal Data performed according to this Agreement include:</p> <ul style="list-style-type: none"> • collection of Personal Data; • storing Personal Data; • using Personal Data; • deleting Personal Data as referred in the «Plan for return and destruction of the data once the processing is complete» section of this Schedule below. <p>The Purpose of the processing</p> <p>The processing is necessary for the purposes of legitimate interests pursued by the Data Controller to whom the data are disclosed (the Customer).</p>
Type of Personal Data	<p>Types of Personal Data which may be processed in the Squad In Touch Cloud Solution:</p> <ul style="list-style-type: none"> • Name, Surname; • Gender; • Date of Birth; • Emergency phone numbers; • Next of keen; • Medical Information (see details below). <p>Enhanced data security measures such as Data minimisation and Pseudonymisation can be implemented.</p> <p>For being able to use Squad In Touch functionality Pupils Name, Surname and Gender are required and sufficient. Pseudonymisation measures ensuring the School staff can distinguish particular children can be applied to Names and Surnames.</p>

Description	Details
	<p>For being able to arrange inter-house competitions and keep track of statistics by houses Pupils need to be linked to relevant houses.</p> <p>Exact types of Data processed using Squad In Touch Cloud Solution are determined by the Data either uploaded/inpitted in to Squad In Touch by the Customer or by the Company staff on the Customer's request.</p> <p>Medical information: Squad In Touch is not intended for handling sensitive data, including but not restricted to medical information. The “Pupils Medical Information” data field on Squad In Touch Cloud Solution should not be used for storing full medical details of pupils but rather for enabling Customer’s Authorised Staff to have emergency medical data when out of the office to be able to provide relevant first aid. The Company recommends coding such information in a way only Registered Users from among the Customer’s Authorised Staff can interpret.).</p>
Categories of Data Subject	Pupils
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	<p>At the written direction of the Customer, delete or return Personal Data (and any copies of it) to the Customer on termination of the Agreement unless the Company is required by Law to retain the Personal Data.</p> <p>Unless other written instructions received from the School on termination of the subscription for any reason:</p> <ul style="list-style-type: none"> • Squad In Touch Ltd shall archive the Customer’s data and keep it for up to 6 months so that if the Customer chooses to renew the School Subscription within 6 months they will not need to start the onboarding process again; • Following expiry of the 6 months period from when the subscription was terminated, Squad In Touch Ltd will have the right to permanently delete the Customer data and accounts and access to Squad In Touch Cloud Solution; • On the Customer’s request the Customer’s data shall be permanently deleted after the Subscription is terminated. Squad In Touch Ltd shall securely delete Customer’s data, including all archive copies, in three business days after receiving the Customer’s request. Squad In Touch Ltd shall notify the Customer when the data is securely deleted.

Annex B - Schedule 2 - Squad In Touch Cloud Solution Role Access Model

Role	Read	Write	Grant access
School Admin	Any data within a school	Any data within a school	To any role within a school
School Manager	Any data within a school	Any data within a school	To the roles within a school as following: - School manager - School PE Teacher - Coach - Parent - Student
School PE Teacher	Any data within a school	Data within a school as following: - Teams details - Fixtures details - Clubs details - Parents and students messages	No rights
Coach	Any data within a school	Data within a school as following: - Fixtures details - Parents and students messages	No rights
Parent	Only data about fixtures and clubs their child/children engaged. Parents messages.	Parents messages.	No rights
Student	Only data about fixtures and clubs he/she engaged. Students messages.	Students messages.	No rights
Public	Data about fixtures and clubs (anonimized)	No rights	No rights