

PEARSON EDUCATION LIMITED

and

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Data Processing Amendment Agreement

DATE: (“Effective Date”)

PARTIES:

(1) of (“Customer”)

(2) PEARSON EDUCATION LIMITED (Company Registration No. 00872828) whose registered office is at 80 Strand, London, WC2R 0RL (“Pearson”).

BACKGROUND:

A. Prior to the Effective Date Customer has entered into one or more agreements (each a “Supply Agreement”) to purchase access to certain of Pearson’s educational services (“Services”).

B. From the Effective Date, this Data Processing Amendment Agreement (“Amendment”) will replace any data protection or data processing clauses in each Supply Agreement and will be incorporated into each Supply Agreement.

IT IS AGREED:

1 Scope and Definitions

“Customer Personal Data” means personal data processed by Pearson as a processor or sub-processor for and on behalf of Customer;

“Data Protection Laws” means:

- (a) prior to 25 May 2018, Directive 95/46/EC of the European Parliament and of the Council on the protection of individuals with regard to the processing of personal data and on the free movement of such data; and
- (b) on and after 25 May 2018, the GDPR (as defined below),

including implementing and supplemental legislation;

“GDPR” means Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC;

“Security Incident” means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of or access to Customer Personal Data. Security Incidents do not include unsuccessful attempts or activities that do not compromise the security of encrypted Customer Personal Data;

“controller”, “data subject”, “personal data”, “processor” and “processing” all have the meaning given under the Data Protection Laws;

2 Processing Instructions

2.1 In consideration of Customer making available Customer Personal Data to Pearson, Pearson agrees to process the Customer Personal Data in accordance with the terms and conditions of this Amendment.

2.2 Subject to clause 2.3, the Parties acknowledge and agree that: (i) for the purposes of this Amendment and as between them, the Customer is, or shall be regarded as a controller of Customer Personal Data and Pearson is, or shall be regarded as, a processor of Customer Personal Data; and (ii) Customer will comply with its obligations as a controller under the Data Protection Laws and Pearson will comply with its obligations as a processor under this Amendment.

2.3 If Customer is a processor, Customer warrants to Pearson that Customer's instructions and actions with respect to Customer Personal Data, including its appointment of Pearson as another processor, have been authorised by the relevant controller.

2.4 Customer instructs Pearson and Pearson agrees to process the Customer Personal Data in order to supply Services as set out in the Supply Agreement.

3 Confidentiality of processing

Pearson shall ensure that all persons it authorises to process Customer Personal Data are subject to a duty of confidentiality (whether a contractual duty or a statutory duty); and process Customer Personal Data only as set out in this Amendment.

4 Data Subject rights

4.1 Pearson shall provide reasonable assistance to Customer (at Customer's expense) to enable Customer to respond to:

- (a) any request relating to Customer Personal Data from a data subject to exercise any of its rights under Data Protection Laws;
- (b) any other correspondence, enquiry or complaint received from a data subject or regulator in connection with the processing of Customer Personal Data by Pearson.

In providing assistance under this clause, Pearson will not assess the contents of Customer Personal Data in order to identify information subject to any specific legal requirements.

4.2 If any such request, correspondence, enquiry or complaint is made directly to Pearson, Pearson will advise the person making the request to submit their request to Customer and Customer will be responsible for responding to any such request.

4.3 Pearson shall not disclose any Customer Personal Data in response to a request for access or disclosure from any third party without Customer's prior written consent, save where compelled to do so in accordance with applicable law or as otherwise allowed under this Amendment or the Supply Agreement.

5 Data protection impact assessments

If requested by Customer, Pearson shall provide Customer, at Customer's expense, with reasonable assistance in order for Customer to (i) conduct a data protection impact assessment and, (ii) if necessary, consult with its relevant data protection authority.

6 Notification of Information to the Data Protection Authorities

Customer will provide Pearson with the name and contact details of the Customer's local representative and/or data protection officer and will ensure that such information is kept accurate and up to date. Where requested by the regulatory authorities, Pearson is entitled to provide this information to them.

7 Security

7.1 Pearson shall put in place and maintain an information security program reasonably appropriate for the Customer Personal Data, which shall include implementing and maintaining all appropriate technical, security and organisational measures to protect Customer Personal Data against accidental or unlawful destruction, loss, alteration, unauthorised disclosure, or access.

7.2 Pearson shall notify Customer of any Security Incident that it becomes aware of without undue delay. All such notifications should be made in accordance with the notice provisions set out in the Amendment or at Pearson's discretion by a phone call or email to the Customer representative that Pearson regularly liaises with.

7.3 Pearson shall take reasonable steps to remedy or mitigate the effects of Security Incidents.

7.4 Pearson shall cooperate with the Customer and provide the Customer with reasonable assistance and information:

- (a) in the investigation of a Security Incident; and
- (b) in relation to any notifications of a Security Incident Customer makes to a regulator.

7.5 All costs associated with managing a Security Incident and fulfilling its obligations shall be borne by Customer where the Security Incident occurs as a result of Customer failing to perform its obligations under this Amendment or Customer's authorised users failing to comply with the Services' terms of use.

7.6 Customer is solely responsible for its compliance with any incident notification laws in relation to Customer Personal Data and fulfilling any third party notification obligations related to Security Incidents.

7.7 Pearson's notification of or response to a Security Incident under this Clause will not be construed as an acknowledgement by Pearson of any fault or liability with regard to that Security Incident.

8 Sub-processors

8.1 Pearson shall not provide access to or disclose any of the Customer Personal Data to a subcontractor or other third party without Customer's prior authorisation. Notwithstanding the foregoing, Customer specifically authorises the engagement of Pearson's affiliates as subprocessors. In addition, Customer hereby generally authorises Pearson to engage third parties to process Customer Personal Data provided that Pearson imposes data protection terms to an equivalent standard as provided for under this Amendment.

9 Audit

9.1 If requested by Customer, and no more than once annually, Pearson will make available to Customer all reasonably appropriate information necessary to demonstrate compliance with the obligations laid down in this Amendment and allow for and contribute to audits, including inspections, conducted by Customer or another auditor mandated by Customer.

9.2 If requested by Customer, Pearson will make the following document available for review: "GENERAL SECURITY OVERVIEW FOR PEARSON'S ONLINE LEARNING APPLICATIONS".

Customer acknowledges that provision of this document shall satisfy the audit requirements set out in Article 28(3)(h) of the GDPR or any other obligation contained in any contract between the parties relating to data protection or information security.

9.3 If Customer requests any further review, including any audit or inspection of Pearson's data processing facilities, Pearson and Customer shall agree upon the date(s), scope and security and confidentiality controls applicable to any such review or inspection.

9.4 Pearson may charge a fee for any such review or inspection and will provide Customer with details of any applicable fee in advance of such review or inspection in advance. Customer will be responsible for all costs associated with any such review or inspection.

10 International data transfers

Customer agrees that Pearson shall be entitled to transfer and process Customer Personal Data within the European Economic Area. Customer also consents to the transfer and/or processing of Customer Personal Data outside the European Economic Area provided that the transfer is in accordance with one of the allowed mechanisms prescribed by the Data Protection Laws.

11 Termination

Customer instructs Pearson to retain the Customer Personal Data for a reasonable period after termination or expiry of the Supply Agreement in order to support any subsequent auditing or data recovery that may be required by Customer. Thereafter, Pearson shall destroy Customer Personal Data in its possession or control. This obligation (to destroy data) shall not apply to the extent that Pearson is required by its internal policies or by any European Union (or any European Union Member State) law or other applicable law or by any post-termination contractual commitments to retain some or all of the Customer Personal Data. The provisions of this Amendment shall continue to apply to any Customer Personal Data retained by Pearson notwithstanding termination or expiry of the Supply Agreement.

12 Use of De-Identified Data

Customer agrees that during and after the expiry of the Supply Agreement, Pearson may use and disclose for benchmarking, educational research, developing and improving products and services or for any other related purposes Customer Personal Data from which features directly identifying any individual have been removed. Such de-identified data is not considered Customer Personal Data.

13 Effect of Amendment

With effect from the Effective Date this Amendment will replace any data protection provisions in each Supply Agreement and will be incorporated into each Supply Agreement. To the extent of any conflict or inconsistency between the terms of this Amendment and the remainder of the applicable Supply Agreement, the terms of this Amendment will govern. Subject to the amendments in this Amendment, each Supply Agreement remains in full force and effect. For clarity, if Customer has entered more than one Supply Agreement, this Amendment will amend each of the Supply Agreements separately.

SIGNED for and on behalf of Customer

Signature

Print name

Title

SIGNED for and on behalf of PEARSON EDUCATION LIMITED

Signature

Print name

Title