



Private & Confidential

DATED _____

CLIENT NAME (1)

And

The Education Company Ltd (2)

**AGREEMENT
FOR XXXX**

THIS AGREEMENT is made on the

BETWEEN:

1. **CLIENT NAME (for the brand “BRAND NAME IF APPLICABLE”)** Registered in England No. COMPANY NUMBER of COMPANY REGISTERED ADDRESS (“**CLIENT NAME SHORT**”)
2. **THE EDUCATION COMPANY LTD** (Registered in England No. 2651241), of Denne Court, Oad Street, Sittingbourne, Kent, ME9 8LT (“**EdCo**”)

EDCO AND CLIENT NAME HEREBY AGREE TO THE FOLLOWING TERMS AND CONDITIONS:

WHEREAS:

- (1) EdCo carries on business providing technical services and data management.
- (2) CLIENT NAME wishes to engage EdCo to access the EdCo Spirit Platform and associated services

Definitions:

1. “Initial Term” is defined as NUMBER months from the date at the head of this Agreement
2. “Notice Period” is defined as a period of 3 months, following receipt of written notice from the other party.
3. “Materials”: the Platform and documents supplied by the Supplier under this Agreement
4. “Data Protection Laws”: before 25 May 2018, the Data Protection Act 1998 and the Data Protection Directive 95/46/EC and from 25 May 2018 the General Data Protection Regulation;

1. License

- 1.1. SPIRIT is a SaaS CRM and e-commerce platform (“the Platform”). Subject to and conditioned upon CLIENT NAME’ compliance with the terms and conditions of this Agreement, EdCo hereby grants CLIENT NAME and its affiliates a non-exclusive, non-transferable license to access and use the Spirit Platform solely for CLIENT NAME internal business purposes. CLIENT NAME shall not use the platform in any manner to provide services to third parties.”
- 1.2. This license is for the CLIENT BRAND NAME brand only and (**ADD PROJECT NAME IF APPLICABLE**). If CLIENT NAME wishes to extend use of the Platform to any other projects or brands this must be agreed in advance by EdCo and may incur additional costs.
- 1.3. If either party is purchased by, or in any other way taken over by a third party, the parties will liaise with the purchasing organization to agree how Spirit will be used and the applicable charges.

- 1.4. EdCo and CLIENT NAME agree to their respective obligations set out in the SPIRIT Service Agreement (Schedule A).
- 1.5. CLIENT NAME acknowledges that EdCo owns all intellectual property rights in the Platform and any accompanying written materials. Except as expressly stated in this Clause 1, this Agreement does not grant CLIENT NAME any rights to any intellectual property rights including, without limitation, patents, copyrights, trade secrets, technical specifications, logo, images, artwork, trade names, trademarks (whether registered or unregistered) or any other rights or licenses with respect to the Platform.

2. Term

- 2.1. This Agreement for the Platform shall commence on the date at the head of this Agreement (the "Effective Date") and shall continue for the Initial Term in accordance with the Service Level Agreement Schedule A or until terminated in accordance with this Agreement
- 2.2. The Notice Period may be given at any point following the Initial Term
- 2.3. After the Initial Term the Agreement will remain on a three-month rolling contract basis until renewed or terminated in accordance with this Agreement

3. Fees

- 3.1. CLIENT NAME will pay to EdCo the fees specified in Schedule B for its use of the Spirit Platform and Data.
- 3.2. CLIENT NAME shall pay for any additional services not included in this license at the rate shown in Schedule B or by mutual written agreement in advance.
- 3.3. In addition to the Fees, CLIENT NAME will pay any applicable taxes based on the Platform and services provided to CLIENT NAME by EdCo.
- 3.4. EdCo may charge interest at an annual rate of 3% above the base rate of Barclays Bank, calculated on a daily basis in respect of any sum which is due and unpaid, that interest to run from the date on which that sum is due and payable until receipt by the Supplier of the full amount, whether before or after judgment.
- 3.5. All Charges are exclusive of VAT or any other applicable sales tax, which shall be paid by the Customer at the rate and in the manner for the time being prescribed by law.

4. CLIENT NAME Responsibilities

- 4.1. It is CLIENT NAME sole responsibility to keep all passwords, personal identification numbers or other unique identifiers safe. EdCo accepts no responsibility for any loss suffered by CLIENT NAME as a result of CLIENT NAME failure to control access to passwords, personal identification numbers or other unique identifiers.

- 4.2. CLIENT NAME is solely responsible for acquiring and maintaining all internet or telecommunications services required to access and use the Platform. All of EdCo's obligations hereunder are expressly conditioned upon CLIENT NAME having the required computer hardware, software, internet and telecommunications services as notified in writing by EdCo prior to the execution of this Agreement.
- 4.3. CLIENT NAME is responsible for ensuring it has all the relevant 3rd party software licenses relating to any operating, networking or other software required for the operation of the Spirit Platform as notified in writing by EdCo prior to the execution of this Agreement.
- 4.4. EdCo shall ensure that the Data held within the Spirit Platform is kept secure and shall use the best available security practices and systems applicable to the use of the Data to prevent, and take prompt and proper remedial action against, unauthorised access, copying, modification, storage, reproduction, display or distribution of the Data.
- 4.5. Where EdCo uses security features in relation to the Platform (wholly or in part), the security features must, unless EdCo notifies the Client otherwise, be kept confidential and not lent, shared, transferred or otherwise misused.
- 4.6. If the CLIENT NAME becomes aware of any misuse of any Data, or any security breach in connection with this Agreement that could compromise the security or integrity of the Data or the Materials or otherwise adversely affect EdCo or if the Client learns or suspects that any Security Feature has been revealed to or obtained by any unauthorised person, the Client shall, at the Client's expense, promptly notify EdCo and fully co-operate with EdCo to remedy the issue as soon as reasonably practicable.
- 4.7. The Client agrees to co-operate with the EdCo's reasonable security investigations.

5. Data

- 5.1. All data entered into the Spirit Platform by, or on behalf of CLIENT NAME, is the property of CLIENT NAME. EdCo confirms that this data will not be shared with any third party without the express written agreement from CLIENT NAME.
- 5.2. The Education Company Limited is registered as a Data Controller and Processor with the Information Commissioners Office (Registration number: Z4930758). We understand and adhere to our obligations under the Data Protection Act 1998 and all related and future legislation including the General Data Protection Regulation.
- 5.3. Both parties will comply with all applicable requirements of the Data Protection Legislation.
- 5.4. EdCo will ensure that it has all necessary appropriate consents, notices and legitimate interest statements in place to enable lawful transfer of the Data to the Client for the duration and purposes of this agreement.
- 5.5. The Client will ensure that it has all necessary appropriate consents, notices and legitimate interest statements in place to enable lawful transfer of the Data to EdCo for the duration and purposes of this agreement.

5.6. The Client shall;

5.6.1. ensure that it has in place appropriate technical and organisational measures, to protect against unauthorised or unlawful access or processing of Data and against accidental loss or destruction of, or damage to, Data, appropriate to the harm that might result from the unauthorised or unlawful access or processing or accidental loss, destruction or damage and the nature of the data to be protected;

5.6.2. ensure that all personnel who have access to Data are obliged to keep the Data confidential; and

5.6.3. notify EdCo without undue delay on becoming aware of a Data breach;

5.6.4. maintain complete and accurate records and information to demonstrate its compliance with Data Protection legislation.

6. Termination

6.1. This agreement shall commence on the date of the head of this Agreement.

6.2. Both CLIENT NAME and EdCo shall be entitled to terminate this Agreement at any time following the Initial Term, by giving the Notice Period.

6.3. Either party shall be entitled to terminate this Agreement on 30 days written notice to the other if such other commits a material breach of any of the provisions of this Agreement, and in the case of a breach capable of remedy fails to remedy same within 30 days after being required to do so.

6.4. Upon termination, all licenses granted hereunder for the Platform shall immediately terminate and CLIENT NAME shall make no further use of the Platform. EdCo will deliver if requested, no later than ten (10) days after the effective date of termination or expiration of this Agreement, to CLIENT NAME the then most recent back-up of CLIENT NAME data.

6.5. Upon termination, CLIENT NAME shall surrender access to Education List data which has no specific relationship to any of CLIENT NAME sales or contact history. No copy may be made or retained of the Education List data and no further use of Education List data may be made. Education List is defined as the core education data (establishment names, business addresses, contact names, and associated profile data) provided by EdCo within the Spirit service.

6.6. Confirmation of the Education List data that may be retained and that that must be removed is shown in Schedule D

6.7. Without prejudice to any rights that have accrued under this Agreement or any of its rights or remedies, either party may terminate this Agreement with immediate effect by giving written notice to the other party if:

- 6.7.1. the other party fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than 14 days after being notified in writing to make that payment;
- 6.7.2. the other party commits a material breach of any term of this Agreement (other than failure to pay any amounts due under this Agreement) and (if that breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;

7. Warranty

- 7.1. EdCo warrants that the Platform, as provided by EdCo will substantially conform to EdCo's specifications for the Platform and in performing its obligations hereunder, it has complied with all applicable laws.
- 7.2. In the event the Platform fails to conform to such warranty, as CLIENT NAME sole and exclusive remedy for such failure, EdCo will, at its option and without charge to CLIENT NAME, correct any error within a reasonable time, or refund to CLIENT NAME the monthly Fees paid to EdCo for the Platform. In the event EdCo elects to refund the monthly Fees paid by CLIENT NAME to EdCo, this Agreement shall be deemed terminated and CLIENT NAME shall make no further use of the Platform.
- 7.3. The Platform is supported by the operating systems for Microsoft and Mac OS using current internet browsers with all software updates applied.
- 7.4. EdCo warrants to support the Platform on the computer operating systems and browsers able to support the Platform at the time the customer enters into this contract.
- 7.5. The warranties in this Clause 7 are in lieu of all other warranties, express and implied, including but not limited to, the implied warranties of satisfactory quality and fitness for a particular purpose.
- 7.6. Without limiting the foregoing, CLIENT NAME acknowledges that EdCo does not make any representation that the operation of the EdCo internet site will not be interrupted or error free and EdCo will not be liable for the consequences of any interruptions or errors.

8. Liability

- 8.1. EdCo shall defend CLIENT NAME from and against any claim or action that its access and use of the Platform (or any part thereof) infringes the intellectual property rights of a third party or that it has breached a warranty in Clause 7 (a "Claim") and shall fully indemnify and hold harmless CLIENT NAME from and against any losses, damages, costs (including all legal fees) and expenses incurred by or awarded against CLIENT NAME as a result of, or in connection with, any such Claim.

- 8.2. If any third party makes a Claim, or notifies an intention to make a Claim against CLIENT NAME, CLIENT NAME shall:
- 8.2.1. as soon as reasonably practicable, give written notice of the Claim to EdCo, specifying the nature of the Claim in reasonable detail;
 - 8.2.2. not make any admission of liability, agreement or compromise in relation to the Claim without the prior written consent of EdCo (such consent not to be unreasonably conditioned, withheld or delayed);
 - 8.2.3. provide such assistance, at EdCo's cost, as EdCo may reasonably request to avoid, dispute, compromise or defend the Claim.
- 8.3. Without prejudice to Clause 8.2, if any Claim is made, or in EdCo's reasonable opinion is likely to be made, against CLIENT NAME, EdCo may, at its sole option and expense:
- 8.3.1. procure for CLIENT NAME the right to continue accessing and using the Platform (or any part thereof) in accordance with the terms of this Agreement;
 - 8.3.2. modify the Platform so that it ceases to be infringing; or
 - 8.3.3. replace the Platform with a non-infringing Platform,
- provided that if EdCo modifies or replaces the Platform, the modified or replacement Platform must comply with the warranty contained in Clause 7.1 and CLIENT NAME shall have the same rights in respect thereof as it would have had had the references to the date of this Agreement been references to the date on which such modification or replacement was made.
- 8.4. Subject to Clause 8.5:
- 8.4.1. Each party's total liability arising under this Agreement shall be limited per claim to a total of twelve (12) months of Fees based on the total monthly Fees paid to EdCo under this Agreement; and
 - 8.4.2. in no event will either party be liable under or in relation to this Agreement (whether under contract, tort, negligence, misrepresentation or otherwise) for indirect, consequential, incidental or pecuniary loss and/or damage (including, without limitation, indirect: loss of business profits; business interruption; and loss of business information).
- 8.5. Neither party limits its liability:
- 8.5.1. for death or personal injury caused by its negligence or that of its servant or agents;
 - 8.5.2. for fraudulent misrepresentation;
 - 8.5.3. for EdCo only, in relation to the indemnity contained in Clause 8.1; or
 - 8.5.4. for any liability which cannot be excluded or limited by law.

9. Law and Jurisdiction

- 9.1. This Agreement shall be governed by and construed in accordance with the laws of England. Each party agrees to submit any dispute to the binding arbitration of an arbiter appointed by EdCo and agreed by CLIENT NAME.

10. Connection and Security

- 10.1. EdCo shall use reasonable efforts to make connection to the Platform available on the Commencement Date.
- 10.2. The Client warrants that it has implemented and shall maintain appropriate technical and organisational security measures, processes, systems and controls to safeguard all Data licensed under this agreement against unauthorised or unlawful access or Processing and against accidental loss, disclosure, destruction or damage to that Data in such a way as to comply with Data Protection Laws and to guard against any act or omission that would put EdCo in breach of Data Protection Laws.
- 10.3. The Client shall at all times:
- 10.3.1. comply with EdCo's information security policy and subject access request procedure (which shall be made available upon written request and which may be amended from time to time);
- 10.3.2. procure that its personnel who access Data are trustworthy and suitable for their role, do so only to the extent necessary for their role, are subject to a duty of confidence which covers all Data accessed under this agreement and receive reasonable data protection and privacy compliance training including a knowledge assessment at least once per year.

11. Confidentiality

- 11.1. Each party shall keep and procure to be kept secret and confidential all Confidential Information belonging to the other party disclosed or obtained as a result of this relationship. For purposes of this Agreement, "Confidential Information" shall include, without limitation, CLIENT NAME' marketing methods and related data, lists or other written records used in CLIENT NAME' business, compensation paid by CLIENT NAME to contractors, information related to contracts and licenses, business systems, computer programs, or any other confidential information of, about, or concerning the business of CLIENT NAME, the manner of operation, or other confidential data of any kind, nature, or description.
- 11.2. The parties under this Agreement shall not use nor disclose the same save for the purposes of the proper performance of this Agreement or with the prior written consent of the other party.
- 11.3. This Clause shall not apply to any information which is in the public domain (other than as a result of a breach of this Agreement).
- 11.4. Any data imported into the Spirit Platform by CLIENT NAME from any third party will remain the property of CLIENT NAME and will remain confidential and for CLIENT NAME use only.

12. Assignment

- 12.1. This Agreement will bind and inure to the benefit of each party's successors and assigns, provided that CLIENT NAME may not assign this Agreement, in whole or in part, without EdCo's written consent which will not be unreasonably withheld.

13. Severability

- 13.1. If any provision of this Agreement is found illegal or unenforceable, it will be enforced to the maximum extent permissible and the legality and enforceability of the other provisions of this Agreement will not be affected.

14. Waiver

- 14.1. No failure of either party to exercise or enforce its rights under this Agreement will act as a waiver of such rights.

15. Notices

- 15.1. All notices, including notices of address change, required to be sent hereunder shall be in writing and sent to the addresses first set forth above. The notices shall be deemed to have been given upon: the day after the date sent by overnight courier or three (3) days following the date of such notice was mailed by first class mail.

16. Relationship of Parties

- 16.1. CLIENT NAME and EdCo are independent contractors and nothing in this Agreement may be construed to create a partnership, joint venture, agency, franchise, sales representative or employment relationship between the parties. CLIENT NAME agrees that it has no authority to make or accept any offers, representations guarantees or warranties on EdCo's behalf.

17. Entire Agreement

- 17.1. This Agreement is the complete and exclusive agreement between the parties with respect to the subject matter hereof, superceding and replacing any and all prior agreements, communications and understandings (both written and oral) regarding such subject matter. In the event of a conflict between a term contained in this Agreement and a term contained in a Schedule, the specific term of the Schedule shall control.

In witness, thereof, the parties have caused this Agreement to be signed by their duly authorised representatives.

On behalf of CLIENT NAME FULL:

Signed:

Name:

Position:

Date:

On behalf of The Education Company Limited:

Signed:

Name:

Position:

Date:

Schedule A

Spirit Platform Service Level Agreement between The Education Company Limited and CLIENT NAME

1. EdCo's obligations included in the monthly fee:

EdCo agrees to:

- i. Take all reasonable steps to ensure that the Spirit Platform is functional at all times.
- ii. Maintain the Platform to keep it technically up to date.
- iii. Provide CLIENT NAME with updates to the Platform as soon as they become available.
- iv. Maintain **XXXX** data feeds (**IF INCLUDED**)
- v. Maintain **NUMBER** data feeds (**IF INCLUDED**)
- vi. Provide unlimited telephone user support for all named users.

2. Additional services which EdCo agrees to make available subject to agreed supplementary charges and subject to agreed timetables.

- i. Other special interface development or other bespoke developments outside the agreed services in the EdCo proposal
- ii. Compile new reports either ad hoc or permanent.
- iii. Data capture, adding meta data to contacts or establishments and other "per item" data entry activity.

3. CLIENT NAME Obligations

CLIENT NAME agrees to:

- i. Provide access to employees at CLIENT NAME who have a good working knowledge of CLIENT NAME systems and networks at mutually agreed times when required for fault investigation or resolution.
- ii. Provide access to CLIENT NAME employees for training and support purposes at mutually agreed times.
- iii. Pay all fees and other monies which become legitimately due for work carried out by EdCo.
- iv. Pay any development staff time involved in attending to reported errors which are eventually discovered and agreed not to be a Spirit Platform fault.

4. Performance Criteria

EDCO agrees to:

- i. Ensure any failure in the Spirit Platform is rectified where possible within 72 hours of the fault being formally reported by the Client to the Client Services Team at EdCo. The process for this is outlined below.

- ii. When Spirit selections are requested, EdCo undertake to supply these to the designated address on or up to 48 hours before the required date, subject to the requests being received 14 days prior to the required date.
- iii. All other requests for data capture, development of reports and other requests will be subject to a timetable to be agreed between CLIENT NAME and EdCo on a project-by-project basis.

5. Service Level Agreement Penalties and Classifications

- i. A nominal fee, up to the value of the part, or parts, of the monthly fee pertaining to the functionality affected at the time of the issue, will be deductible from the monthly service fee where the Platform has substantially failed (i.e., where the core functionality of the Platform has stopped working as required by CLIENT NAME) for more than 24 hours in succession and not rectified, except where the faults are due to factors not the responsibility of EdCo.

6. Fault Logging

- i. All fault logging and performance times are based on the standard working times of Monday to Friday 09:00 to 17:30 UK time. Weekends are excluded from the calculation.
- ii. Any fault should be reported to the Client Services Team (01634 729800 or e-mail clientservices@education.co.uk) providing maximum detail available regarding the fault. Where error messages are displayed these should be provided and report reference numbers should also be provided where applicable.
- iii. EdCo will provide a work's order number within 4 working hours unless the problem is rectified immediately.
- iv. EdCo will provide an intended completion time based on the information to hand at the time within 8 hours.
- v. EdCo will, in discussion with the client, agree a priority order where more than one fault has been reported and is still active.

Schedule B
Charges, Data and Licenses

Core Services (LIST SERVICES PROVIDED)

- *EXPLANATION OF SERVICES PROVIDED*

Additional Services (LIST ANY ADDITIONAL SERVICES PROVIDED)

- *EXPLANATION OF ADDITIONAL SERVICE OPTIONS*

PRICING (INCLUDE EACH ELEMENT OF SET UP AND HOW THE MONTHLY FEE BREAKS DOWN)

Set Up

<i>Set Up and configuration of Spirit Platform</i>	<i>£NNNN.NN</i>
<i>Set up of data feeds xyz</i>	<i>£NNNN.NN</i>
<i>One days training (on site) excluding travel</i>	<i>£NNNN.NN</i>
LIST ANY OTHER SET UP ELEMENTS	<i>£NNNN.NN</i>
Total Set Up Fee	<i>£NNNN.NN</i>

Monthly Fees

<i>Provision of Spirit Platform</i>	<i>£NNNN.NN</i>
<i>UK Education Data – Primary</i>	<i>£NNNN.NN</i>
<i>UK Education Data – Secondary</i>	<i>£NNNN.NN</i>
<i>Spirit Platform Licenses (NUMBER)</i>	<i>£NNNN.NN</i>
<i>Maintain Data Feeds (NUMBER)</i>	<i>£NNNN.NN</i>
LIST ALL OTHER ONGOING ELEMENTS	<i>£NNNN.NN</i>
Total Monthly Fee	<i>£NNNN.NN</i>

Additional Variable Fees

<i>Match registrants not using the look up feature</i>	<i>£N.NN PER ITEM</i>
<i>Add manual registrations from emails</i>	<i>£N.NN PER ITEM</i>
<i>Consultancy</i>	<i>£N.NN PER ITEM</i>
<i>Create data extracts and ad hoc reporting</i>	<i>£N.NN PER ITEM</i>
LIST ALL OTHER ADDITIONAL VARIABLE FEES	<i>£N.NN PER ITEM</i>

Dotdigital – charges based on number of sends each calendar month (IF INCLUDED)

Monthly Send Volume (Up To...)	Cost
10,000	£100.00
15,000	£143.00
20,000	£186.00
30,000	£224.00
40,000	£249.00
50,000	£299.00
60,000	£329.00
70,000	£375.00
80,000	£419.00
90,000	£459.00
100,000	£489.00
120,000	£529.00
140,000	£559.00
160,000	£579.00
180,000	£599.00
200,000	£629.00
Per email overflow charge	0.075p

Payment Schedule (STANDARD SHOWN BELOW)

<i>Set Up and Three Monthly Fees in advance</i>	<i>£NNNN.NN</i>
<i>Per month from month 4</i>	<i>£NNNN.NN</i>

Additional charges/costs for services provided by The Education Company that are not contained within this Agreement

Consultancy

Spirit Director	per day	£1050.00
Senior Engineer	per day	£850.00

Bespoke Development

Spirit Development Director	per day	£1,200.00
Senior Developer	per day	£950.00
Other Developers	per day	£750.00

Training

Full day on site (England – including travel)	per day	£750.00
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Data Capture (for services not defined in contracts)

Tagging (per establishment)	Per record	£0.25
Tagging (per contact)	Per record	£0.25
Add contact	from per item	£0.30
Add meta data to an establishment	from per item	£0.30
Add meta data to an individual contact	from per item	£0.30
Add personal e-mail address to individual contact	from per item	£0.15
Other data capture eg questionnaires	per item	p.o.a.
Add Rep visit sheet	per sheet	p.o.a.

Management

Additional user licenses (above the agreed limit of 5 licenses)	Per user, per month	£35.00
Spirit Platform admin functions	per hour	£45.00

Market research - using Spirit Platform

Consult and design market research campaign	from	p.o.a.
Carry out market research		p.o.a.
Data analysis	from per day	£750.00

Full web design/hosting and management

		p.o.a.
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Overtime Rates

Evenings and Saturdays	rate x 1.5	
Sundays and Bank holidays	rate x 2	

Schedule C

Terms & Conditions for the Use of Individual Email Addresses

By purchasing data including an email list from The Education Company, you agree to the following terms and conditions:

1. Email marketing is governed by several laws and codes of practice, and we ask that you read and understand our terms and conditions before ordering any email lists from us.
2. **Our lists of email addresses are not opt-in lists.** They have been compiled by calling the relevant school, college or organisation, and requesting the email address, either from the contact, or from the school secretary, or a colleague. All email addresses are business addresses and therefore, according to the Data Protection Act, it is permitted to send unsolicited emails on **business matters only**. It is illegal to send emails to these addresses offering personal goods and services.
3. Many schools refuse to give out email addresses and so **we do not have nearly as many email addresses as postal addresses**.
4. While we make every effort to ensure that these email addresses are correct, we cannot accept responsibility for your email being rejected by the recipient's server. Your email may be picked up as spam, the server may be programmed to reject emails from your server, the server may be down or any number of technical issues could have affected the arrival of your email. **You can expect 20% of emails to bounce for one reason or another!**
5. All email addresses supplied are for named contacts, there are **no generic email addresses** (e.g. info@; sales@)
6. All emails must include an option for the data subject to opt out of receiving further emails from your company i.e. a note on how to **unsubscribe**. All unsubscribe requests must be sent to your company, not to The Education Company. If you receive an unsubscribe request, you must remove the data subject from your list and your company must not send them any further emails. This is a central requirement of the Electronic Communications Act.
7. The Education Company is **not responsible for any consequences of your use of the data**.

Schedule D

Decommissioning Data at Cancellation

Your contract requires you to remove and permanently delete all Education Company data safely from any form of storage device or software, including hard copy version and back-up devices in compliance with Data Protection Laws. This also includes any Education Company data that may have been passed to an external agency for storing.

Failure to comply with this schedule will result in immediate referral to the Information Commissioners Office as a breach of data protection legislation.

You may retain the following:

Contact and address information with whom you have a proven commercial relationship. That relationship is defined as:

- A sale
- A quotation either successful or failed
- A reactive enquiry which resulted in the setup of dedicated CRM activity to manage that enquiry.
- A registration on your website for a newsletter, access resources or to be kept in touch.

** Note: a proactive unsolicited communication such as an email broadcast or direct mail campaign, does not qualify as a commercial relationship.*

The specific data categories that can be retained if a relationship is present are detailed below.

- The core details of the contact
- Any workplace email address that you have collected from them during the course of that relationship or where an email address has opted in to communications from you.
- The postal address of that contact (whether it be a personal address or a school address)
- The school telephone number of the contact's establishment
- The school fax number of the contact's establishment.
- Any profile data collected by you and not owned by the Education Company that is stored against a contact or establishment.

You may not retain

- Any contact and address data not covered by the above, including direct to teacher email addresses
- Any Education Company profile data covered by these categories:
 - Funding, Governance and Affiliations
 - School & College Facilities & Curriculum
 - Financial Information
 - Performance & Attainment Data
 - Inspection Data
 - Staffing & Pupil Data
 - Local Authority Data
 - International & Non-UK Schools

A profile is defined as a piece of information or data related to an establishment or contact.

- Education Company owned Geographical structures, namely
 - Local Authority code and name
 - Northing and Eastings
 - Longitude and Latitude
 - Government Regions

This data must be deleted even if a relationship is present.

Liability

If any Education Company owned data which should have been deleted, is found to have been retained after the contract has been terminated, then the client will be invoiced a license fee based on the applicable license fees set forth in this Agreement, prorated for the period for which the client retained such data beyond the termination of this Agreement.

If Education Company owned contact email addresses are found to have been retained then the Education Company reserves the right to take legal action for further compensation.