

## COMMON SENSE MEDIA UK DIGITAL CITIZENSHIP DATA PROTECTION ADDENDUM

**THIS DATA PROCESSING ADDENDUM** is entered into as of the Addendum Effective Date by and between: (1) Common Sense Media, Inc., whose ordinary business address is at 699 8th Street, Suite C150, San Francisco, California 94103, USA (“**CSM**”); and (2) a UK-based Educational Institution registered to use the Digital Citizenship Offering under and pursuant to the Terms of Service (the “**Educational Institution**” and/or the “**Institution**”).

### 1. INTERPRETATION AND APPLICATION

1.1. In this Data Processing Addendum, the following terms shall have the meanings set out in this Paragraph 1.1 unless expressly stated otherwise:

- (a) “**Addendum Effective Date**” means the date the Educational Institution first Makes Available an Institution Input on or via the Digital Citizenship Offering.
- (b) “**Cessation Date**” has the meaning given in Paragraph 9.1.
- (c) “**Data Protection Laws**” means the UK GDPR, the Data Protection Act 2018, and any other applicable data protection or privacy law.
- (d) “**Data Subject Request**” means the exercise by Data Subjects of their rights under, and in accordance with, Chapter III of the UK GDPR.
- (e) “**Data Subject**” means the identified or identifiable natural person to whom Institution Personal Data relates.
- (f) “**ICO**” means the UK Information Commissioner’s Office.
- (g) “**Institution Personal Data**” means any Personal Data comprised within Institution Inputs, which CSM processes for and on behalf of the Educational Institution as a Processor to provide the Services.
- (h) “**Personnel**” means a person’s employees, agents, consultants, or contractors.
- (i) “**Restricted Transfer**” means the transmission of Personal Data to a person in a country or territory outside the UK, which the UK Government has not deemed to provide an ‘adequate’ level of protection for Personal Data pursuant to a decision made or approved under Article 45 of the UK GDPR.
- (j) “**Services**” means those services to be supplied to or carried out by or on behalf of CSM for the Educational Institution via the Digital Citizenship Offering pursuant to the Terms of Service.
- (k) “**International Data Transfer Agreement**” (IDTA) means the appropriate stand-alone agreement approved by the UK Government or the ICO under Article 46 of the UK GDPR for use in respect of Restricted Transfers, the current form of which is the UK international data transfer agreement (IDTA) as approved by the Parliament which came into force on 21 March 2022 (incorporated to this Data Protection Addendum by reference through **Error! Reference source not found..**)
- (l) “**Subprocessor**” means any third party appointed by or on behalf of CSM to Process Institution Personal Data.

- (m) “**Terms of Service**” means the *Common Sense Media -- UK Digital Citizenship Terms of Service* posted at <https://www.common sense media.org/about-us/our-mission/uk-digital-citizenship-terms-of-service> (or any successor page or site) from time to time.
- (n) “**UK GDPR**” means the EU General Data Protection Regulation 2016/679 as it forms part of UK law under section 3 of the European Union (Withdrawal) Act 2018, as amended (including by the Data Protection, Privacy and Electronic Communications (Amendments, etc.) (EU Exit) Regulations 2019).

1.2. In this Data Processing Addendum:

- (a) the terms, “**Controller**” “**Processor**,” “**Personal Data**,” “**Personal Data Breach**,” and “**Process**” (and their inflections) shall have the meaning ascribed to the corresponding terms in the UK GDPR;
- (b) unless otherwise defined in this Data Processing Addendum, all capitalized terms used herein (including the preamble above) shall have the meaning given to them in the Terms of Service.

## 2. **PROCESSING OF INSTITUTION PERSONAL DATA**

2.1. In respect of Institution Personal Data, the Parties acknowledge that as between the Parties:

- (a) CSM is engaged to act as a Processor; and
- (b) the Educational Institution acts as the Controller.

2.2. CSM shall:

- (a) comply with applicable Data Protection Laws in Processing Institution Personal Data; and
- (b) not Process Institution Personal Data other than:
  - (i) on the Educational Institution’s instructions (subject always to Paragraph 2.8); and
  - (ii) as required by applicable laws.

2.3. To the extent permitted by applicable laws, CSM shall inform the Educational Institution of

- (a) any Processing to be carried out under Paragraph 2.2(b)(ii); and
- (b) the relevant legal requirements that require it to carry out such Processing, before the relevant Processing of that Institution's Personal Data.

2.4. The Educational Institution instructs CSM to Process Institution Personal Data as necessary:

- (a) to provide the Services to the Educational Institution; and
- (b) to perform CSM’s obligations and exercise CSM’s rights under the Terms of Service.

2.5. 0 (*Data Processing Details*) sets out certain information regarding CSM’s Processing of Institution Personal Data as Article 28(3) of the UK GDPR requires.

2.6. Nothing in 0 (*Data Processing Details*) confers any right or imposes any obligation on any Party to this Data Processing Addendum.

2.7. Where CSM receives an instruction from the Educational Institution that, in its reasonable opinion, infringes the UK GDPR, CSM shall inform the Educational Institution.

2.8. The Educational Institution acknowledges and agrees that any instructions issued by the Educational Institution with regards to the Processing of Institution Personal Data by or on behalf of CSM pursuant to or in connection with the Terms of Service:

- (a) shall be strictly required for the sole purpose of ensuring compliance with Data Protection Laws;

- (b) shall not relate to the scope of, or otherwise materially change, the Services to be provided by CSM under the Terms of Service; and
  - (c) unless otherwise agreed between the Parties shall be communicated by the Educational Institution to CSM by email to **complianceUK@commonsense.org**
- 2.9. Notwithstanding anything to the contrary herein, CSM may terminate the agreement formed between the Parties under the Terms of Service in its entirety upon written notice to the Educational Institution with immediate effect if CSM considers (in its reasonable discretion) that:
  - (a) It is unable to adhere to, perform, or implement any instructions issued by the Educational Institution (including because of the technical limitations of its systems, equipment, or facilities); and/or
  - (b) to adhere to, perform, or implement such instructions would require disproportionate effort (in terms of time, cost, available technology, manpower, or otherwise).
- 2.10. The Educational Institution represents and warrants on an ongoing basis that, for Article 6 of the UK GDPR (as supplemented by Article 8 of the UK GDPR where relevant) and (where applicable) Article 9 and/or Article 10 of the UK GDPR, there is, and will be throughout the term of the Terms of Service, a valid legal basis for the Processing by CSM of Institution Personal Data in accordance with this Data Processing Addendum and the Terms of Service (including, any and all instructions issued by the Educational Institution from time to time in respect of such Processing).
- 2.11. Educational Institution represents and warrants on an ongoing basis that it has entered into and shall maintain an agreement with the provider of any Education Platform, which:
  - (a) to the fullest extent required permits CSM to access certain Institution Personal Data from the Education Platform as contemplated by 0 (*Data Processing Details*) or otherwise as necessary to provide the Digital Citizenship Offering; and
  - (b) incorporates a valid data processing addendum, which conforms to the requirements of Article 28(3) of the UK GDPR (including Standard Contractual Clauses or International Data Transfer Agreement if and as applicable).

### **3. CSM PERSONNEL**

CSM shall take reasonable steps to ensure the reliability of any CSM Personnel who Process Institution Personal Data, ensuring that all such individuals are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.

### **4. SECURITY**

- 4.1. Taking into account the state of the art, the costs of implementation, and the nature, scope, context, and purposes of Processing as well as the risk (which may be of varying likelihood and severity) for the rights and freedoms of natural persons, CSM shall in relation to Institution Personal Data implement appropriate technical and organizational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1) of the UK GDPR.
- 4.2. In assessing the appropriate level of security, CSM shall consider the risks presented by the Processing from a Personal Data Breach.
- 4.3. Without limiting the generality of Paragraphs 4.1 and 4.2, CSM shall endeavor to comply with the security measures set out in 0.

## 5. SUBPROCESSING

- 5.1. The Educational Institution authorizes CSM to appoint Subprocessors in accordance with this Paragraph 5.
- 5.2. CSM may continue to use those Subprocessors already engaged by CSM as of the date of this Data Processing Addendum (a list of whom is set out in **Error! Reference source not found.** (*Subprocessors*)).
- 5.3. CSM shall give the Educational Institution prior written notice of the appointment of any new Subprocessor – which may be given by way of CSM posting an updated form of **Error! Reference source not found.** (*Subprocessors*). If, within five (5) business days of receipt of that notice, the Educational Institution notifies CSM in writing of any objections (on reasonable grounds) to the proposed appointment:
  - (a) CSM may, but shall not be obliged to, elect to make available a commercially reasonable change in the provision of the Services that avoids using that proposed Subprocessor.
  - (b) Either Party may, by written notice to the other Party immediately, terminate the agreement formed between the Parties under the Terms of Service, where:
    - (i) such a change cannot be made within fifteen (15) business days from CSM receipt of the Educational Institution's notice;
    - (ii) no commercially reasonable change is available, or CSM elects not to make any such change; and/or
    - (iii) the Educational Institution declines to bear the cost of the proposed change.
- 5.4. With respect to each Subprocessor, CSM shall ensure that the arrangement between CSM and the Subprocessor is governed by a written contract including terms that offer at least an equivalent level of protection for Institution Personal Data as those set out in this Data Processing Addendum.
- 5.5. The Educational Institution acknowledges and agrees that the provider of the Education Platform acts as its direct Processor and does not constitute a Subprocessor acting on behalf of CSM.

## 6. DATA SUBJECT RIGHTS

- 6.1. Considering the nature of the Processing, CSM shall provide the Educational Institution with such assistance as may be reasonably necessary and technically possible to assist the Educational Institution in fulfilling its obligation to respond to Data Subject Requests.
- 6.2. CSM shall:
  - (a) promptly notify the Educational Institution upon becoming aware that it has received a Data Subject Request in respect of the Institutions Personal Data; and
  - (b) ensure that CSM does not respond to any Data Subject Request except on the written instructions of the Educational Institution (and in such circumstances, at the Educational Institution's cost) or as required by applicable laws.

## 7. PERSONAL DATA BREACH

- 7.1. CSM shall notify the Educational Institution without undue delay upon CSM becoming aware of a Personal Data Breach affecting Institution's Personal Data, providing the Educational Institution with sufficient information (insofar as such information is, at such time, within CSM's possession)

to allow the Educational Institution to meet any obligations under Data Protection Laws to report the Personal Data Breach to:

- (a) affected Data Subjects; and
- (b) the ICO.

- 7.2. At the Educational Institution's sole cost and expense, CSM shall cooperate with the Educational Institution and take any reasonable commercial steps as Educational Institution may indicate to assist in investigating, mitigating, and remediating such Personal Data Breach.

## **8. DATA PROTECTION IMPACT ASSESSMENT AND PRIOR CONSULTATION**

CSM shall provide reasonable assistance to the Educational Institution, at the Educational Institution's cost, with any data protection impact assessments and prior consultations with the ICO, which the Educational Institution reasonably considers to be required of the Educational Institution by Article 35 or Article 36 of the UK GDPR, in each case solely in relation to Processing of Institution Personal Data by, and taking into account the nature of the Processing by, and information available to, CSM.

## **9. DELETION**

- 9.1. Upon the date of cessation of the Services (the "**Cessation Date**"), CSM shall cease all Processing of the Institution's Personal Data for any purpose other than storage.
- 9.2. The Educational Institution may, within ten (10) business days of the Cessation Date, request that CSM:
- (a) return a copy of all Institution Personal Data then held by CSM to the Educational Institution by secure file transfer in a reasonably interoperable format; or
  - (b) delete all Institution Personal Data then held by CSM.
- 9.3. Promptly following the request of the Educational Institution pursuant to Paragraph 9.2(a), CSM shall delete all then-held Institution Personal Data and, where feasible, return a copy.
- 9.4. If the Educational Institution does not request return or deletion under and within the timeframe set out in, Paragraph 9.2, CSM shall delete all Institutions Personal Data held by CSM following CSM's established data deletion schedules.
- 9.5. Notwithstanding anything to the contrary in the foregoing, CSM may retain Institution Personal Data to the extent required by applicable law, and only to the extent and for such period as required by applicable law, provided that CSM shall ensure:
- (a) the confidentiality of all such Institutions Personal Data; and
  - (b) that such Institutions Personal Data is only Processed as necessary for the purpose(s) specified in the applicable law requiring its retention and for no other purpose.

## **10. AUDIT RIGHTS**

- 10.1. CSM shall make available to the Educational Institution on request such information as CSM (acting reasonably) considers appropriate to demonstrate its compliance with this Data Processing Addendum.
- 10.2. Subject to Paragraphs 10.3 and 10.4, if the Educational Institution (acting reasonably) can provide documentary evidence that the information made available by CSM pursuant to Paragraph 10.1 is not sufficient in the circumstances to demonstrate CSM's compliance with this Data Processing

Addendum, CSM shall allow for and contribute to audits, including on-premise inspections, by the Educational Institution or an auditor mandated by the Educational Institution in relation to the Processing of the Institution Personal Data by CSM.

- 10.3. The Educational Institution shall:
- (a) give CSM reasonable notice of any audit or inspection to be conducted under Paragraph 10.1 (which shall in no event be less than ten (10) business days' notice, unless a shorter period is mandated by the ICO pursuant to Paragraph 10.4(f)); and
  - (b) use its best efforts (and ensure that each of its mandated auditors uses its best efforts) to avoid causing, and hereby indemnifies CSM in respect of, any damage, injury or disruption to CSM's premises, equipment, Personnel, data, and business (including any interference with the confidentiality or security of the data of CSM's other users/customers or the availability of CSM's services to such other users/customers) while its Personnel and/or its auditor's Personnel (if applicable) are on those premises in the course of any on-premise inspection.
- 10.4. CSM need not give access to its premises for the purposes of such an audit or inspection:
- (a) to any individual unless he or she produces reasonable evidence of their identity and authority;
  - (b) to any auditor to whom CSM has not given its prior written approval (not to be unreasonably withheld);
  - (c) unless the auditor enters into a non-disclosure agreement with CSM on terms acceptable to CSM;
  - (d) where, and to the extent that CSM considers acting reasonably, that to do so would result in interference with the confidentiality or security of the data of CSM's other users/customers or the availability of CSM's services to such other users/customers;
  - (e) outside normal business hours at those premises; or
  - (f) on more than one occasion in any calendar year during the term of the Terms of Service, except for any additional audits or inspections which the Educational Institution is required to carry out by Data Protection Laws and/or the ICO, where the Educational Institution has identified the relevant requirement in its notice to CSM of the audit or inspection.
- 10.5. The Educational Institution shall bear any third-party costs in connection with such inspection or audit and reimburse CSM for all costs incurred by CSM and time spent by CSM (at CSM's then-current rates) in connection with any such inspection or audit.

## 11. RESTRICTED TRANSFERS

- 11.1. The Parties acknowledge that the Educational Institution's transmission of Institution Personal Data to CSM in its use of the Digital Citizenship Offering involves a Restricted Transfer, and therefore to ensure that such transmission of Institution Personal Data to CSM does not contravene applicable requirements of Chapter V of the UK GDPR, a 'transfer mechanism' is required.
- 11.2. Concerning the Restricted Transfer noted above and any associated Processing, the Parties shall comply with their respective obligations set out in the International Data Transfer Agreement in the form attached as **Error! Reference source not found.**, which are hereby deemed to be entered by and between the Parties – with the appendices to those International Data Transfer Agreements.

- 11.3. CSM may, on notice, vary the provisions related to restricted transfers only to replace them with any new form of agreement issued or approved by the UK Government or the ICO under Article 46 of the UK GDPR, which shall be suitably populated having regard to the relevant Restricted Transfer to which such updated agreement is to be applied.

## **12. VARIATION**

- 12.1. CSM reserves the right to amend this Data Processing Addendum from time to time (including by posting an updated form hereof on the page on which this document is currently posted or any successor page thereto), always provided that in its amended form, this Data Processing Addendum contains such contractual terms as may then be required by applicable Data Protection Laws.
- 12.2. If the Educational Institution does not wish to continue to use the Services following any such variation, it may terminate the agreement formed between the Parties under the Terms of Service in its entirety with immediate effect.

## **13. ORDER OF PRECEDENCE**

- 13.1. This Data Processing Addendum shall be incorporated into and form part of the Terms of Service.
- 13.2. In the event of any conflict or inconsistency between:
- (a) this Data Processing Addendum and the Terms of Service, this Data Processing Addendum shall prevail; or
  - (b) any International Data Transfer Agreement entered into pursuant to Paragraph 11.2, and this Data Processing Addendum and/or the Terms of Service, the International Data Transfer Agreement terms shall prevail provided that it is agreed that the following shall apply:
    - (i) in the event of any request that CSM provide copies of any Subprocessor agreement(s) to the Educational Institution, CSM may remove or redact all commercial information or all or part of any clauses, recitals, schedules annexes, appendices, etc., unrelated to the International Data Transfer Agreement or their equivalent before and;
    - (ii) any audits shall be performed in accordance with Paragraph 9.1 and shall be subject to any relevant conditions, limitations, or restrictions therein;
    - (iii) any authorizations or approvals of current and future Subprocessors given to CSM will constitute the Educational Institution's prior written consent to the subcontracting by CSM of the Processing of the Institution's Personal Data if and as such consent is required under the International Data Transfer Agreement; and
    - (iv) certifications of deletion of Institution Personal Data shall be provided only upon the Educational Institution's written request.

## Annex 1: Data Processing Details

This 0 to the Data Processing Addendum includes certain details of the Processing of Institution Personal Data as required:

- by Article 28(3) of the UK GDPR; and
- to populate Appendix 1 to the Standard Contractual Clauses attached as 0.

### CSM activities

Amongst other things, CSM is a US-based provider of specific Digital Citizenship educational tools and services (including curricula, lesson plans, quizzes, and/or tests) for Educators with Students at Educational Institutions.

### Educational Institution activities

The Educational Institution is an accredited educational institution in the United Kingdom.

### Subject matter and duration of the Processing of Institution Personal Data

The subject matter and duration of Processing of Institution Personal Data are set out in the Terms of Service and this Data Processing Addendum.

### Nature and Purpose of the Processing of Institution Personal Data

CSM Processes Institution Personal Data to perform the Services pursuant to the Terms of Service and as further instructed by the Educational Institution in accordance with this Data Processing Addendum.

### The categories of Data Subject to whom the Institution's Personal Data relates

- Students
- Educators (when not acting as users of the Digital Citizenship Offering)
- Other Data Subjects whose Personal Data is Made Available by the Educational Institution, Educators, and/or Students in the use or operation of the Digital Citizenship Offering (including in the population of answers in any quizzes, tests, or similar (“**Quizzes**”)).

### The types of Institution Personal Data to be Processed

- **Educators.**  
First and last name, email address, and classroom ID assigned from Education Platform.
- **Students.**  
First and last name, approximate age (inferred from class), unique pseudonymous identifier assigned by the Education Platform (“**Unique ID**”), and information relating to Quizzes (including dates, times, and duration of Quizzes, as well as answers, ranking, scores, grades and results).  
Please note:
  - When an Educator requests a “class roster” or individual “Student” Quiz report, CSM loads the Educator’s requested Unique IDs and matches those Unique IDs with the Education Platform to create and display a class roster Quiz report for the entire class, or individual Student report to produce a listing that includes Student names paired with Quiz scores.
  - CSM does not itself store or retain any class or individual Student Quiz report data.
- **General.**  
Any other Personal Data (which may include Special Categories of Personal Data) comprised within Institution Inputs (including in the population of answers any in Quizzes).



The obligations and rights of the Educational Institution

The obligations and rights of the Educational Institution are set out in the Terms of Service and this Data Processing Addendum.

## Annex 2: Subprocessors

Subprocessor:	Brief details of Processing activities:	Address of Subprocessor (and location(s) of Processing activities if different):
Learning Pool (Learning Locker)	Stores unique pseudonymous identifier and quiz results	77 Sleeper St., One Separt Square, Boston, MA 02210 (with additional offices in UK and Ireland) UK, US, EU

## Annex 3: Security Measures

As from the Addendum Effective Date, CSM will implement and maintain the security measures in (“**Security Measures**”).

1. Organizational management and dedicated staff are responsible for developing, implementing, and maintaining CSM's information security program.
2. Audit and risk assessment procedures for the purposes of periodic review and assessment of risks to CSM's organization, monitoring and maintaining compliance with CSM's policies and procedures, and reporting the condition of its information security and compliance to internal senior management.
3. Data security controls include at a minimum, but may not be limited to, logical segregation of data, restricted (e.g., role-based) access and monitoring, and utilization of commercially available and industry-standard encryption technologies for Personal Data that is:
  - (a) transmitted over public networks (i.e., the Internet) or when transmitted wirelessly; or
  - (b) at rest or stored on portable or removable media (i.e., laptop computers, CD/DVD, USB drives, backup tapes).
4. Logical access controls designed to manage electronic access to data and system functionality based on authority levels and job functions (e.g., granting access on a need-to-know basis, use of unique IDs and passwords for all users, periodic review and revoking/changing access when employment terminates or changes in job functions occur).
5. Password controls designed to manage and control password strength, expiration and usage, including prohibiting users from sharing passwords and requiring that CSM passwords that are assigned to its employees must:
  - (a) be at least eight (8) characters in length;
  - (b) not be stored in a readable format on CSM's computer systems;
  - (c) have defined complexity;
  - (d) have a history threshold to prevent the reuse of recent passwords; and
6. Physical and environmental security of data center, server room facilities, and other areas containing Personal Data designed to:
  - (a) protect information assets from unauthorized physical access,
  - (b) manage, monitor, and log the movement of persons into and out of CSM facilities, and
  - (c) guard against environmental hazards such as heat, fire, and water damage.
7. Change management procedures and tracking mechanisms designed to test, approve and monitor all changes to CSM's technology and information assets.
8. Incident/problem management procedures designed to allow CSM to investigate, respond to, mitigate and notify of events related to CSM's technology and information assets.

9. Network security controls that provide for enterprise firewalls, intrusion detection systems, and other traffic and event correlation procedures are designed to protect systems from intrusion and limit the scope of any successful attack.
10. Vulnerability assessment and threat protection technologies and scheduled monitoring procedures are designed to identify, assess, mitigate, and protect against identified security threats, viruses, and other malicious code.
11. Business resiliency/continuity and disaster recovery procedures designed to maintain service and/or recovery from foreseeable emergency situations or disasters.

CSM may update or modify such Security Measures from time to time provided that such updates and modifications do not materially decrease the overall security of the Services.

## **Annex 4: UK International Data Transfer Agreement (IDTA)**

The Parties shall comply with their respective obligations set out in the International Data Transfer Agreement (IDTA) approved by the UK Parliament on March 21st, 2022, and issued under Section 119A of the UK Data Protection Act 2018 and following Parliamentary approval came into force on 21 March 2022.

This Annex 4 comprises the IDTA Exhibit One (which contains the suitably populated tables below) and the mandatory clauses (IDTA Exhibit Four which is hereby incorporated by reference.) The Parties choose not to incorporate extra protection clauses (IDTA Exhibit two) and Commercial Clauses (IDTA Exhibit three) into this Annex and agree to abide by the corresponding provisions in the Data Protection Addendum.

### **Parties and signatories:**

Start date	The date the Data Protection Addendum entered into force	
The Parties	Importer (who receives the Restricted Transfer) Common Sense Media, Inc.	Exporter (who sends the Restricted Transfer) Educational Institution
Parties' details	Common Sense Media, Inc. ("CSM") 699 8th Street, Suite C150 San Francisco, CA 94103	UK-based Educational Institution registered to use the Digital Citizenship Offering under and pursuant to the Terms of Service. ("Educational Institution")
Importer Data Subject Contact	<b>complianceUK@commonsense.org</b>	Educational Institution to provide directly to Data Subjects
Each Party agrees to be bound by this IDTA	CSM agrees to be bound by this IDTA.	The use of the Digital Citizenship Offering by the Educational Institution constitutes its agreement to be bound by this IDTA.

### **Transfer details:**

UK country's law that governs the IDTA:	<input checked="" type="checkbox"/> England and Wales <input type="checkbox"/> Northern Ireland <input type="checkbox"/> Scotland
Primary place for legal claims to be made by the Parties	<input checked="" type="checkbox"/> England and Wales <input type="checkbox"/> Northern Ireland <input type="checkbox"/> Scotland
The status of the Exporter	In relation to the Processing of the Transferred Data: <input checked="" type="checkbox"/> Exporter is a Controller <input type="checkbox"/> Exporter is a Processor or Sub-Processor
The status of the Importer	In relation to the Processing of the Transferred Data: <input type="checkbox"/> Importer is a Controller <input checked="" type="checkbox"/> Importer is the Exporter's Processor or Sub-Processor

	<input type="checkbox"/> Importer is not the Exporter's Processor or Sub-Processor (and the Importer has been instructed by a Third Party Controller)
Whether UK GDPR applies to the Importer	<input checked="" type="checkbox"/> UK GDPR applies to the Importer's Processing of the Transferred Data <input type="checkbox"/> UK GDPR does not apply to the Importer's Processing of the Transferred Data
Linked Agreement	<p>The agreement(s) between the Parties which sets out the Processor's or Sub-Processor's instructions for Processing the Transferred Data details are as follows:</p> <ul style="list-style-type: none"> <li>• Name of agreement: Common Sense Media UK Digital Citizenship DPA</li> <li>• Date of agreement: As set in the UK Digital Citizenship Data DPA</li> <li>• Parties to the agreement: CSM + Educational Institution</li> </ul> <p>Other agreements between the Parties which set out additional obligations in relation to the Transferred Data (such as a data sharing agreement or service agreement):</p> <ul style="list-style-type: none"> <li>• Name of agreement: Terms of Service</li> <li>• Date of agreement: As set in the Terms of Service</li> <li>• Parties to the agreement: CSM + Educational Institution</li> <li>• Reference (if any): <a href="https://www.common sense media.org/about-us/uk-digital-citizenship-terms-of-service">https://www.common sense media.org/about-us/uk-digital-citizenship-terms-of-service</a></li> </ul>
Term	<p>The Importer may Process the Transferred Data for the following time period:</p> <input checked="" type="checkbox"/> the period for which the Linked Agreement is in force <input type="checkbox"/> time period: <input type="checkbox"/> (only if the Importer is a Controller or not the Exporter's Processor or Sub-Processor) no longer than is necessary for the Purpose.
Ending the IDTA before the end of the Term	<input checked="" type="checkbox"/> 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. <input type="checkbox"/> the Parties can end the IDTA before the end of the Term by serving: <input type="text"/> months' written notice, as set out in Section 29 (How to end this IDTA without there being a breach).
Ending the IDTA when the Approved IDTA changes	<p>Which Parties may end the IDTA as set out in Section 29.2:</p> <input checked="" type="checkbox"/> Importer <input checked="" type="checkbox"/> Exporter <input type="checkbox"/> neither Party
Can the Importer make further transfers of the Transferred Data?	<input checked="" type="checkbox"/> 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). <input type="checkbox"/> The Importer MAY NOT 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	<p>The Importer MAY ONLY forward the Transferred Data in accordance with Section 16.1:</p> <input type="checkbox"/> if the Exporter tells it in writing that it may do so. <input type="checkbox"/> to: <input type="text"/> <input checked="" type="checkbox"/> to the authorised receivers (or the categories of authorised receivers) set out in: Annex 2 Subprocessors <input type="checkbox"/> there are no specific restrictions.
Review Dates	<input type="checkbox"/> No review is needed as this is a one-off transfer and the Importer does not retain any Transferred Data First review date: <input type="text"/> The Parties must review the Security Requirements at least once: <input type="checkbox"/> each <input type="text"/> month(s) <input type="checkbox"/> each quarter <input type="checkbox"/> each 6 months <input type="checkbox"/> each year <input type="checkbox"/> each <input type="text"/> year(s) <input checked="" type="checkbox"/> each time there is a change to the Transferred Data, Purposes, Importer Information, TRA or risk assessment

**Transferred data:**

Transferred Data	<p>The personal data to be sent to the Importer under this IDTA consists of:</p> <p><input checked="" type="checkbox"/> The categories of Transferred Data will update automatically if the information is updated in the Linked Agreement referred to.</p> <p><input type="checkbox"/> The categories of Transferred Data will NOT update automatically if the information is updated in the Linked Agreement referred to. The Parties must agree a change under Section 5.3.</p>
Special Categories of Personal Data and criminal convictions and offences	<p>The Special Categories of Personal Data are as specified in Annex 1</p> <p><input checked="" type="checkbox"/> The categories of special category and criminal records data will update automatically if the information is updated in the Linked Agreement referred to.</p> <p><input type="checkbox"/> The categories of special category and criminal records data will NOT update automatically if the information is updated in the Linked Agreement referred to. The Parties must agree a change under Section 5.3.</p>
Relevant Data Subjects	<p>The Data Subjects of the Transferred Data are as specified in Annex 1.</p> <p><input checked="" type="checkbox"/> The categories of Data Subjects will update automatically if the information is updated in the Linked Agreement referred to.</p> <p><input type="checkbox"/> The categories of Data Subjects will not update automatically if the information is updated in the Linked Agreement referred to. The Parties must agree a change under Section 5.3.</p>
Purpose	<p><input type="checkbox"/> The Importer may Process the Transferred Data for the following purposes:</p> <p><input checked="" type="checkbox"/> The Importer may Process the Transferred Data for the purposes set out in: Common Sense Media UK Digital Citizenship DPA</p> <p>In both cases, any other purposes which are compatible with the purposes set out above.</p> <p><input checked="" type="checkbox"/> The purposes will update automatically if the information is updated in the Linked Agreement referred to.</p> <p><input type="checkbox"/> The purposes will NOT update automatically if the information is updated in the Linked Agreement referred to. The Parties must agree a change under Section 5</p>

### Security Requirements:

Security of Transmission	As specified in Annex 3
Security of Storage	As specified in Annex 3
Security of Processing	As specified in Annex 3
Organisational security measures	As specified in Annex 3
Technical security minimum requirements	As specified in Annex 3
Updates to the Security Requirements	<p><input checked="" type="checkbox"/> The Security Requirements will update automatically if the information is updated in the Linked Agreement referred to.</p> <p><input type="checkbox"/> The Security Requirements will NOT update automatically if the information is updated in the Linked Agreement referred to. The Parties must agree a change under Section 5.3.</p>