

**Aladdin Schools and New Ross Educate Together National School**

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# Data Processing Agreement

* We as the Data Controller have entered into a Service Agreement with CLOUDWARE LIMITED T/A Aladdin Schools, the Data Processor, for the purposes of the Data Processor providing us with software services to support the management and administration of the school.
* NRETNS and the Data Processor are entering into this Data Processing Agreement to ensure compliance with current Data Protection Law (as applicable) in relation to all such processing.
* The terms of this Agreement are to apply to all data processing carried out for the Data Controller by the Data Processor and to all personal data processed by the Data Processor in relation to all such processing whether such personal data is processed at the date of the Service Agreement or received afterwards.
1. Interpretation
The terms and expressions set out in this agreement shall have the following meanings:

|  |  |
| --- | --- |
| **"Data Protection Law”** | shall mean EU Regulation 2016/679 (GDPR) and such other applicable law which may apply |
| **“Service Agreement”** | the Terms of Service agreed between the parties for software services. |
| **“Data Controller”, “Data Processor” and “processing”** | shall have the meanings given to them in Data Protection law; |
| **“ODPC”** | means the Office of the Data Protection Commission, Ireland; |
| **“personal data”** | shall include all data relating to individuals which is processed by the Data Processor on behalf of the Data Controller in accordance with this Agreement. |

It is agreed as follows:

1. This Agreement sets out various obligations in relation to the processing of data under the Service Agreement. If there is a conflict between the provisions of the Service Agreement and this Agreement, the provisions of this Agreement shall prevail.
2. The Data Processor is to process personal data received from the Data Controller only on the written instructions of designated contacts at the Data Controller (which may be specific instructions or instructions of a general nature as set out in the Service Agreement or as otherwise notified by the Data Controller to the Data Processor (during the term of the Service Agreement).
3. The Data Controller warrants that at all times it shall comply with the Data Protection Law and shall not perform its obligations under this Agreement (or the Service Agreement) in such way as to cause the Data Processor to breach any of its applicable obligations under the Data Protection Law.
4. The Data Processor warrants that at all times it shall comply with the Data Protection Law and shall not perform its obligations under this Agreement (or the Service Agreement) in such way as to cause the Data Controller to breach any of its applicable obligations under the Data Protection Law.
5. All personal data provided to the Data Processor by the Data Controller or obtained by the Data Processor in the course of its work with the Data Controller is strictly confidential and may not be copied, disclosed or processed in any way without the express authority of the Data Controller.
6. The Data Processor agrees to comply with any reasonable measures required by the Data Controller to ensure that its obligations under this Agreement are satisfactorily performed in accordance with all applicable legislation from time to time in force and any best practice guidance issued by the ODPC.
7. Where the Data Processor processes personal data on behalf of the Data Controller it shall:
* **8.1** process the personal data only to the extent, and in such manner, as is necessary in order to comply with its obligations under the Service Agreement, or as is required by law or any regulatory body including but not limited to the ODPC;
* **8.2** implement appropriate technical and organisational measures and take all steps necessary to protect the personal data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure, and promptly supply details of such measures as requested from the Data Controller;
* **8.3** if so requested by the Data Controller (and within the timescales required by the Data Controller) supply details of the technical and organisational systems in place to **safeguard the security** of the personal data held and to prevent unauthorised access;
* **8.4** notify the Data Controller should any **data security breach** occur in the Data Processor’s company;
* **8.5** notify the Data Controller (within two working days) if it receives:
	+ **8.5.1** a **request from a data subject** to have access to that person’s personal data;
	+ or
	+ **8.5.2** a **complaint or request** relating to the Data Controller’s obligations under the Data Protection Law;
* **8.6** provide the Data Controller with **full co-operation and assistance** in relation to any complaint or request made, including by:
	+ **8.6.1**providing the Data Controller with full details of the complaint or request;
	+ **8.6.2** complying with a data access request within the relevant timescale set out in the Data Protection Law and in accordance with the Data Controller’s instructions;
	+ **8.6.3** providing the Data Controller with any personal data it holds in relation to a data subject (within the timescales required by the Data Controller);
	+ **8.6.4** providing the Data Controller with any information requested by the Data Controller;
* **8.7** not process personal data **outside the European Economic Area** without ensuring there is an adequate level of protection to any personal data that is transferred,
* **8.8** not transfer any personal data provided to it by the Data Controller to any third party without the **prior approval** of the Data Controller, such prior approval having been provided for through the Data Controller’s acceptance of the Terms of Service.
* **8.9** shall ensure that any **third party** to which it sub-contracts any processing has entered into a written contract with the Data Processor which contains all the obligations that are contained in this Agreement and which permits both the Data Processor and the Data Controller to enforce those obligations.
1. The Data Processor shall transfer all personal data to the Data Controller in **compliance with the requirements** notified in writing by the Data Controller to the Data Processor from time to time.
2. The Data Processor **shal**l assist the Data Controller with ensuring compliance with **Articles 32 to 36 of the GDPR** (relating to security of personal data and risk assessments).
3. The Data Processor shall make available to the Data Controller **all information necessary** to demonstrate compliance with the Data Protection Law.
4. The Data Processor warrants that it will only **engage trained, competent and reliant staff** to process the personal data on behalf of the Data Controller.
5. The Data Processor shall be **liable for** each and every action, proceedings, liability, cost, claim, loss, expense and demand incurred by the Data Controller which arise directly or in connection with the Data Processors or sub-processors data processing activities under this Agreement.
6. The Data Processor agrees that in the event that it is notified by the Data Controller that it is not required to provide any further services to the Data Controller under this Agreement, the Data Processor shall **transfer a copy of all requested information** (including personal data) held by it in relation to this Agreement to the Data Controller, and/or, at the Data Controller’s request, destroy all such information using a secure method which ensures that it cannot be accessed by any third party and shall issue the Data Controller with a written confirmation of secure disposal.
7. All **copyright, database right and other intellectual property rights** in any personal data processed under this Agreement (including but not limited to any updates, amendments or adaptations to the personal data by either the Data Controller or the Data Processor) shall belong to the Data Controller. The Data Processor is licensed to use such data only for the term of and in accordance with this Agreement.
8. The Data Processor accepts the **obligations in this Agreement** in consideration of the Data Controller continuing to use its services.
9. This Agreement shall be governed by the laws of Ireland.

## Description of the Transfer

**Data Subjects**

The Personal Data transferred concern the following categories of Data Subjects:

* Students
* School Staff
* Parents

Purposes of the transfer(s)

The transfer is made for the following purposes:

* To carry out the terms of the Service Agreement

**Categories of Data**

The Personal Data transferred concern the following categories of data:

* Personal Data and Sensitive Personal Data, including without limitation:
* Students: Names, addresses, dates of birth, PPS numbers, health information, information relating to family
* Parents: Names, contact details
* School Staff: Names, work email addresses.

**Recipients**

The Personal Data transferred may be disclosed only to the following recipients or categories of recipients:

* Only those Aladdin staff who require access to the personal data to fulfil the terms of the Service Agreement.

**Additional useful information:**

Data will only be retained by Aladdin for as long as is required by law, or as long as is necessary to fulfil the terms of the Service Agreement, whichever is longer.

#

# Terms of Service

This Software as a Service Subscription Agreement and the Privacy Statement available at <https://www.aladdin.ie/content/privacy> (the “Agreement”) forms a legally binding agreement between you (the “School” as named on the Order Form) and CLOUDWARE LIMITED (T/A ALADDIN SCHOOLS) a company incorporated and existing under the laws of the Republic of Ireland (registered with company number 476869) whose registered address is at Aladdin, First Floor, Block 1, Deansgrange Business Park, Co. Dublin, Ireland ("Aladdin"). This is a subscription agreement for the use by the School of the Services (as defined below). Aladdin remains the owner of the Services as well as of all copies. In order to avail of the provisions of this Agreement and accept the terms of this Agreement the School must click “I accept”. The School is not required to accept this Agreement. If the School does not accept this Agreement, the School may not install, or use the Services.

## Definitions and Interpretation

##  In this Agreement the following words shall have the following meanings:

|  |  |
| --- | --- |
| **Aladdin IP** | means the IP Rights owned or licensed by Aladdin including those that exist in the Services and any updates or modifications thereto; |
| **Aladdin Support** | means support and maintenance services provided by Aladdin under this Agreement; |
| **Charges** | means the charges agreed with the School under this Agreement as specified in the Order Form; |
| **Commencement Date** | means the date when this Agreement is executed by both parties; |
| **End User** | means any individual using the Services as a result of this Agreement; |
| **Force Majeure** | any cause preventing either party from performing any or all of its obligations which arises from or is attributable to acts, events, omissions or accidents beyond the reasonable control of the party so prevented including, without limitation, compliance with any law or governmental order, rule, regulation or direction, acts of God, war or terrorist activity, riot or civil commotion; |
| **Initial Term** | the initial term of this Agreement which, unless otherwise specified in the Order Form, shall be a period of twelve (12) months from the Commencement Date; |
| **IP Rights** | means all intellectual property rights, including (without limitation) patents, supplementary protection certificates, petty patents, utility models, trademarks, database rights, rights in designs, copyrights and topography rights (whether or not any of these rights are registered, and including applications and the right to apply for registration of any such rights) and all inventions, know-how, trade secrets, techniques and confidential information, customer and supplier lists and other proprietary knowledge and information, and all rights and forms of protection of a similar nature or having equivalent or similar effect to any of these which may subsist anywhere in the world, in each case for their full term, and together with any renewals or extensions; |
| **Non Software Failure** | means any defect, error or fault in the Services which is caused by(i) the Services having been used by the School or the End User other than in accordance with the specifications or its proper intended purpose; (ii) any modification, variation or reconfiguration of the Services at the request of the School, including any documentation or information which the School requests to be integrated with the Services ; (iii) any defect in the hardware, network or device using the Services; (iv) the combination, operation, use or failure of third party or School proprietary information, software or networks with which the Service interfaces or is connected; or (v) any virus or worm infecting the Services; |
| **Order Form** | means the online form or hardcopy document referring to this Agreement which sets out the specific details of this Agreement including the Charges as may be further updated with any new document providing for changes to the Services or Charges which is agreed by the parties; |
| **Personal Data** | means any information relating to an identified or identifiable individual; |
| **Renewal Period** | has the meaning set out at clause 13.1; |
| **School Data:** | the data input by the School, End Users, or Aladdin (at the School’s request) , which shall include Personal Data, for the purpose of using the Services or facilitating the School's use of the Services; |
| **Services Webpage** | means the landing page made available as part of the Services providing access to the Services; |
| **Third-Party Sub-processors** | means any third-parties which may be engaged by Aladdin, from time to time, for the purpose of carrying out any element of the Services on behalf of Aladdin. By agreeing to these Terms of Service you agree to our use of Third -Party Sub-processors for that purpose. A list of Third-Party Sub-Processors engaged by Aladdin is available on request. |
| **Services** | means all or any part(s) of the School Administration services provided by Aladdin, including the Aladdin software, and any other products or services (including Aladdin Support) provided by Aladdin or its authorised agents, distributors, and licensees and all updates and amendments thereto; the Services include the specifications and the associated documentation. The Services provided to the School will be as set out in the Order Form; and |
| **Term** | means the period of time starting on the Commencement Date and ending on the date of termination of this Agreement. |

* 1. In this Agreement (except where the context otherwise requires):
		1. use of the singular includes the plural and vice versa and the use of any gender includes the other genders; and
		2. any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

## Licence Granted by Aladdin

* 1. Subject to the School paying the Charges, the restrictions set out in this clause 2 and the other terms and conditions of this Agreement, Aladdin hereby grants to the School a non-exclusive, non-transferable right to permit the End Users to use the Services during the Term solely for the School's internal operations.
	2. The School undertakes:
		1. to inform Aladdin if the number of children in the School exceeds the range specified in the Order Form;
		2. that each End User shall keep a secure username and password for his use of the Services and that each End user shall keep his password confidential;
		3. that each End User is reminded to change their password regularly; and
		4. that it shall maintain a register of End Users as required adding and removing End Users as necessary.
	3. The School shall not use or access the Services in any way that:
		1. is unlawful, immoral, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive, as solely determined by Aladdin;
		2. facilitates illegal activity;
		3. depicts sexually explicit images.
		4. promotes unlawful violence;
		5. is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability;
		6. is otherwise illegal or causes damage or injury to any person or property;
		7. impersonates any person, business or entity, or misrepresents the School’s or End User’s identity;
		8. contains viruses, worms or corrupted files or any other computer code, files or similar programs that interrupt, damage or limit the operation of any computer software, hardware or telecommunications equipment;
		9. constitutes the sending of, either directly or indirectly, any unsolicited bulk e-mail or communications or unsolicited commercial e-mail or communications
		10. harvests or otherwise illegally collects personal information about others;
		11. encourages behaviour that would constitute a criminal offence, or that gives rise to civil liability;
		12. hinders the use of the Services by any other person; or
		13. violates this Agreement or any other Aladdin policy posted on the Services Webpage.
	4. Aladdin reserves the right, without liability or prejudice to its other rights, to disable the School's access to the Services in the event of misuse of the Services or where the School or End User’s use is otherwise than in accordance with the provisions of this Agreement.
	5. The School shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and, in the event of any such unauthorised access or use, promptly notify Aladdin.
	6. The End Users may be provided with different access rights to use the Services as determined by the School. The School is responsible for allocating the relevant access rights to each End User so that each End Users use of the Services is appropriate to their requirements.

## Services

## Aladdin shall provide:

## the Services to the School on and subject to the terms of this Agreement during the Term;

## a Services Webpage from where the End Users may log in and access the Services;

## Aladdin Support and training on the use of the Services as set out in the Order Form. Any additional Services may be agreed between the parties and set out in the Order Form; and

## an off-site back-up and disaster recovery facility.

##  Aladdin shall provide additional Services where specified in the Order Form including a facility to enable the collection of monies or the provision of information to parents or guardians of children at the School (the “Guardians”). Such communications will be sent via email or SMS to the Guardians as requested by the School. The School is responsible for:

## ensuring that it has all required permissions and consents to enable Aladdin to send the relevant communication to the Guardian; and

## the content of all communications sent including ensuring that the appropriate opt out language is included to enable Guardian’s to manage their communication preferences; and

##  ensuring the accuracy of all contact details provided for the Guardians.

## The School acknowledges that the use of the Service is not suitable for emergency situations and should not be relied upon during such times. Aladdin shall not be liable for any reliance placed by the School on the Services being available for any situation including in the case of an emergency. Aladdin cannot guarantee that the Guardians will receive, read or respond to any communication sent to them.

## The School will appoint one End User to receive training on the Services on behalf of the School on a train-the-trainer basis. Such training will be provided over the phone. Aladdin Support will also include the provision of free webinars, videos and user guides to the School. An Aladdin Support helpline will be provided to the School and this will be available during the working day. Any training required by the School in addition to this, including on-site training, may be chargeable by Aladdin.

##  In the unlikely event that the Services are suspended for a continuous period exceeding 48 hours, the School’s subscription will be extended by an equivalent period, rounded up to the nearest day. Aladdin will have no liability for any loss, interruption, discontinuance or unavailability of its Services for any reason, or for any loss of, or inability to access any School Data.

##  Aladdin reserves the right to modify the Services at any time. Aladdin will make available to the School all improvements from time to time made available by it to other customers. In the event that additional Charges are associated with any new Service features the School can subscribe to such Services.

## Responsibilities of the School

##  The School shall:

##  provide Aladdin with all necessary co-operation in relation to this Agreement and access to information as may be required in order to provide the Services, including but not limited to the School Data, security access information and configuration services;

## comply with all applicable laws and regulations with respect to its activities under this Agreement;

## carry out all other School responsibilities set out in this Agreement in a timely and efficient manner. In the event of any delays in the School's provision of such assistance, Aladdin may adjust any agreed timetable or delivery schedule as reasonably necessary;

## ensure that the End Users use the Services in accordance with the terms and conditions of this Agreement and shall be responsible for any End User's breach of this Agreement;

## obtain and shall maintain all necessary licences, consents, and permissions necessary for Aladdin, its contractors and agents to perform their obligations under this agreement, including without limitation the Services;

##  ensure that its network and systems comply with the relevant specifications provided by Aladdin from time to time; and

## be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to Aladdin's software services. Use of the Services requires a broadband connection and Aladdin shall not be responsible for problems, conditions, delays, delivery failures and any other loss or damage arising from or relating to the School's network connections or telecommunications links, broadband or modem issues or other related faults.

## School Data

## The School shall own all right, title and interest in and to all of the School Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the School Data.

## Aladdin uses Google Inc. as its Third-Party Sub-Processor to store and host the School Data. For further information on the Google hosting services please go to <https://cloud.google.com/terms/> or such other address notified by Google from time to time.

## In the event of any loss or damage to School Data due to Aladdin’s breach of this Agreement, the School's sole and exclusive remedy shall be for Aladdin to use reasonable commercial endeavours to restore the lost or damaged School Data from the latest back-up of such School Data. Aladdin shall not be responsible for any loss, destruction, alteration or disclosure of School Data caused by any third party.

## Aladdin shall, in providing the Services, comply with its Privacy Statement relating to the privacy and security of the School Data available at <https://www.aladdin.ie/content/privacy> or such other website address as may be notified to the School from time to time, as such document may be amended from time to time by Aladdin in its sole discretion.

## Where Aladdin processes any Personal Data on the School's behalf when performing its obligations under this Agreement, the parties record their intention that the School shall be the data controller and Aladdin shall be a data processor and in any such case:

##  the School shall ensure that the School is entitled to transfer the relevant personal data to Aladdin so that Aladdin may lawfully use, process and transfer the personal data in accordance with this Agreement on the School's behalf;

##  the School shall ensure that the relevant data subjects have been informed of, and have given their consent where necessary to, such use, processing and transfer as required by all applicable data protection legislation;

##  Aladdin shall process the personal data only in accordance with the terms of this Agreement and in accordance with the terms of the [Data Processing Agreement](https://www.aladdin.ie/content/dpa), and any lawful instructions reasonably given by the School from time to time; and

##  the School shall inform Aladdin of any additional technical and organisational measures required to be taken by Aladdin, which are not otherwise set out in this Agreement, to protect the School Data against unauthorised or unlawful processing of the personal data or its accidental loss, destruction or damage.

##  the terms of Aladdin’s [Data Processing Agreement](https://www.aladdin.ie/content/dpa) shall apply to the processing of Personal Data by Aladdin on behalf of the School. The Data Processing Agreement may be viewed here <https://www.aladdin.ie/content/dpa>. If there should be a conflict between the terms of this clause 5 of this Agreement and the terms of the Data Processing Agreement, then the terms of the Data Processing Agreement shall prevail.

## Third Party Providers

## The School acknowledges that the Services may enable or assist it, the End Users or the Guardians to access the website content of, correspond with, and purchase products and services from, third parties via third-party websites and that it does so solely at its own risk. Aladdin makes no representation or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third-party website, or any transactions completed, and any contract entered into by the School or an End User or Guardian, with any such third party. Any contract entered into and any transaction completed via any third-party website is between the School, End User or Guardian and the relevant third party, and not Aladdin. The third party's website terms and conditions and privacy policy should be reviewed prior to using the relevant third-party website. Aladdin does not endorse or approve any third-party website nor the content or services of any of the third-party websites made available via the Services.

##  The School acknowledges that the Services may not be available in certain circumstances where the websites, products or services of third party providers are unavailable.

## Charges and Pricing

##  The Charges for the Services will be agreed with the School in writing and set out in the Order Form.

## In consideration for receipt of the Services, the School shall pay the Charges to Aladdin. The Charges may be paid by cheque, direct debit or bank transfer or such other payment facility agreed by the parties.

## The Charges are payable annually or monthly in advance, or otherwise as agreed in the relevant Order Form, and Aladdin shall send the relevant invoice to the School in advance of the payment date. The School shall, on the Commencement Date or thirty (30) days prior to the relevant Renewal Period, provide to Aladdin valid, up-to-date and complete bank account information acceptable to Aladdin and any other relevant valid, up-to-date and complete contact and billing details.

## The School hereby authorises Aladdin to bill such account in accordance with the frequency agreed by the parties or as may be stated in the relevant invoice.

##  The School agrees to pay each invoice within the period agreed in the invoice.

##  If Aladdin has not received payment within the period specified in the invoice:

##  Aladdin may, without liability to the School, disable the School’s, account and access to all or part of the Services. Aladdin shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid; and

## Aladdin may charge interest at a monthly rate of 2% of the invoice amount.

## All Charges stated or referred to in this Agreement:

## are non-cancellable and non-refundable; and

##  are exclusive of value added tax or other applicable sales tax, which shall be added to Aladdin's invoice(s) at the appropriate rate.

##  Aladdin shall be entitled to increase the Charges for the core Services subscribed to by the School including for excess storage fees upon thirty (30) days' prior notice to the School and the Order Form shall be deemed to have been amended accordingly. The School may notify Aladdin of its’ intention not to renew the Services pursuant to clause 13.1 in the event that it does not agree with the increase in Charges for the core Services provided that the School must pay a minimum of six (6) months Charges to Aladdin at the original Charge agreed by the parties before the Agreement may be terminated.

## Aladdin shall be entitled to increase the Charges for any part of the Services provided by a third party if that third party increases the fees to Aladdin on ten (10) days written notice. The School shall have the option to withdraw from that element of the Service provided by the third party, in the event that it does not agree to the increase provided it sends written notice to Aladdin within ten (10) days of the notice of increase from Aladdin. If no response is received from the School within ten (10) days of Aladdin’s notice of the increase then the revised Charges shall be deemed to be accepted by the School.

## Aladdin IP

## The Aladdin IP and all copies thereof, including translations, compilations, derivative works and partial copies, are and shall at all times remain the property of Aladdin or its licensors. Aladdin acknowledges that it owns or licenses the Aladdin IP and all registrations and applications throughout the world but makes no warranties regarding the validity or enforceability of the Aladdin IP. School will acquire no rights in or to Aladdin IP by virtue of this Agreement, School's activities under it, or any relationship School may have with Aladdin.

## The School acknowledges and agrees that documents, records or other materials provided or made available to the School by or on behalf of Aladdin and any amendments additions or changes to them including any IP Rights created by School as a result of this Agreement and the use of the Services, shall be owned by and remain within the ownership of Aladdin and be considered Aladdin IP and nothing in this Agreement or otherwise shall confer on the School any right, title or interest in respect of such Aladdin IP. The School shall do and execute or arrange for the doing or execution of, each necessary act, document and thing that Aladdin may consider necessary or desirable to perfect the right, title and interest of Aladdin in any Aladdin IP.

## School warrants and undertakes that it will not itself, or through any parent, subsidiary, affiliate, vendor, agent, End User or other third party, except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties, and except to the extent expressly permitted under this Agreement:

## attempt to modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit copy or distribute all or any portion of the Aladdin IP in any form or media or by any other means;

## . decompile, disassemble or reverse engineer the Aladdin IP or otherwise reduce it to human-perceivable form in whole or in part;

## access all or any part of the Aladdin IP in order to build a product or service which competes with the Services;

## license, sell, assign, transfer, rent, loan, lease, sublicense or otherwise distribute or commercially exploit the Aladdin IP;

## attempt to obtain, or assist third parties in obtaining, access to the Services;

##  make any use of the Services, the Services Webpage, logos or materials other than for their intended purpose; or

## write or develop any derivative software or any other software program based upon the Aladdin IP or any confidential information of Aladdin.

## Warranty

##  Aladdin warrants that the Services will be performed with reasonable skill and care.

## If the Services do not conform with the foregoing undertaking, Aladdin will, at its expense and discretion, use all reasonable commercial endeavours to:

##  correct any such non-conformance promptly;

##  provide the School with an alternative means of accomplishing the desired performance; or

##  refund the Charges paid for the Services from the date when the non-conformity arose. Such correction, substitution or refund constitutes the School's sole and exclusive remedy for any breach of the undertaking set out in clause 9.1.

## No warranty by Aladdin will extend to situations where the Services have been subjected to misuse, neglect, power failures or surges, lightning, fire, flood or accident.

## Aladdin does not warrant that the operation of the Services will be continuous over any specified period of time or error- free.

## Notwithstanding the foregoing:

## Aladdin is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the School acknowledges that the Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities;

## it is the School’s responsibility to ensure that the facilities and functions of the Services meet the School and End User requirements; and

## Aladdin makes no warranty that any particular device will be compatible with or function with the Services.

##  Although the Services are designed to be reasonably secure, Aladdin makes no express or implied warranty that the Services are immune from or can prevent fraudulent intrusion, unauthorised use or disclosure or loss of proprietary information. The School is solely responsible for undertaking or advising the End User to undertake all necessary back-up procedures to ensure that data integrity can be maintained in the event of loss of End User Data and other information for any reason.

## The foregoing warranty is in lieu of and excludes all other express and implied warranties, including but not limited to warranties of merchantability, satisfactory quality and fitness for a particular purpose.

## Limitation of Liability

## Nothing in this Agreement shall exclude, restrict (or prevent a claim being brought in respect of) any liability of a party for:

##  death or personal injury caused by the negligence of that party;

## any fraudulent pre-contractual misrepresentations on which the other party can be shown to have relied; or

## any other liability which cannot be limited or excluded.

## Aladdin shall not be liable to the School in contract, tort (including negligence or breach of statutory duty) or otherwise for any of the following losses or damages, even if such losses and/or damages were foreseen, foreseeable or known:

## loss of revenues, profits, contracts, business or anticipated savings;

##  loss of, damage to, or corruption of data;

## loss of, or damage to, or any other breach of, Personal Data or breach of applicable data protection law which is caused by an act, omission, breach or failure to act by the School;

## any loss of opportunity, goodwill or reputation; or

##  any special or indirect or consequential loss or damage.

## Subject to clause 10.1 and clause 10.2, the liability of each party, whether arising under contract, tort (including negligence)or otherwise is as follows:

##  in respect of the indemnities given by the School at clause 11 is unlimited; and

##  if liability is in connection with breach of this Agreement, the liability of each party shall not exceed, for any and all events, the Charges under this Agreement in the twelve (12) months immediately preceding the claim.

## In certain situations Aladdin may make available certain templates and documents for use by the School as part of the Services. The information included in such documents is provided “as is” and is general in nature and is not intended to constitute a definitive or complete statement of the law on any subject. The receipt or use of the Services and such documents should not be construed or relied on as advertising or soliciting to provide any legal services, creating any solicitor-client relationship or providing any legal representation, advice or opinion. The School should seek legal advice before relying on the documents and templates provided by Aladdin and Aladdin accepts no liability arising from the Schools use of them.

## Indemnities

## Aladdin shall defend and indemnify School against all costs, including reasonable legal fees arising from a claim that the software (forming part of the Services) used pursuant to this Agreement infringes the copyright of a third party provided that:

##  the School notifies Aladdin in writing within thirty (30) days of the claim;

##  the School makes no admissions without Aladdin's prior written consent;

## Aladdin is given immediate and sole control of the defence of such claim and all related settlement negotiations; and

## the School provides Aladdin with all reasonable assistance, information, and authority necessary to perform the above.

##  Aladdin shall have no liability for any claim of infringement or otherwise resulting from a Non Software Failure.

## In the event that the software, forming part of the Services, is finally held by a court of competent jurisdiction or is believed by the School to infringe as provided in clause 11.1, Aladdin shall have the option, at its own expense and in its sole discretion, to:

##  modify or amend the Services or the infringing part of the Services in order to avoid any infringement;

##  procure for the School the right to continue using the Services or infringing part of the Services; or

##  substitute the Services or infringing part of the Services with other software reasonably suitable.

## This clause 11 states Aladdin’s entire liability arising from any infringement of copyright of any third party.

## The School shall defend, indemnify and hold harmless each of Aladdin and its affiliates, and the directors, officers, employees, customers, licensors, and contractors of Aladdin and such affiliates, and the successors and assigns of any of the foregoing (the "Beneficiary"), from and against any and all liabilities, damages, settlements, claims, actions, suits, proceedings, penalties, fines, costs and expenses (including, without limitation, reasonable attorneys' fees and other expenses of litigation) incurred by any Beneficiary based upon:

## the infringement or misappropriation of any IP Rights including Aladdin IP; or

## any claim from a third party, including the End User or Guardian resulting from the School’s use of the Services; or

##  any breach of personal data or breach of applicable data protection law resulting from any act, omission, breach or failure to act by the School.

## Confidentiality

##  Each of the parties shall keep confidential and shall not disclose to any person any information, whether in written or any other form, disclosed to it (the "Receiving Party") by or on behalf of the other party (the "Disclosing Party") in the course of the discussions leading up to or the entering into or performance of this Agreement and which is identified as confidential or is clearly by its nature confidential including, but not limited to, information relating to the Services and the Charges relating thereto ("Confidential Information") except insofar as the Confidential Information:

##  is required by a person employed or engaged by the Receiving Party in connection with the proper performance of this Agreement; or

## is required to be disclosed by law or by regulation, provided that the Disclosing Party shall notify the Receiving Party of the information to be disclosed and of the circumstances in which the disclosure is alleged to be required as early as reasonably possible before such disclosure must be made and shall take all reasonable action to avoid and limit such disclosure.

##  Any disclosure of Confidential Information permitted under clause 12.1 shall be in confidence, shall only be to the extent that any persons to whom the information is disclosed needs to know the same for the performance of their duties and the Receiving Party shall be obliged to procure that all such persons are aware of the obligation of confidentiality in this Agreement and undertake to comply with it.

##  The Receiving Party hereby undertakes to the Disclosing Party to use the Confidential Information disclosed to it by the Receiving Party solely in connection with the performance of this Agreement and not otherwise for its own benefit or the benefit of any third party.

## Confidential Information does not include information which:

## is or becomes generally available to the public otherwise than as a direct or indirect result of disclosure by the Receiving Party or a person employed or engaged by the Receiving Party contrary to their respective obligations of confidentiality; or

##  is or was made available or becomes available to the Receiving Party otherwise than pursuant to this Agreement and free of any restrictions as to its use or disclosure.

## The Disclosing Party warrants that, so far as it is aware, it has the right to disclose the Confidential Information to the Receiving Party and the right to authorise the Receiving Party to use the same in accordance with the terms of this Agreement.

## Term and Termination

## This Agreement shall, subject to early termination in accordance with this Agreement, commence on the Commencement Date and shall continue for the Initial Term and, thereafter, this Agreement shall be automatically renewed for successive periods of 12 months, or such other period as may be specified in the Order Form (each a “Renewal Period”), unless either party notifies the other party of termination, in writing, at least sixty (60) days before the end of the Initial Term or any Renewal Period.

## Aladdin may grant access to the Services on a trial basis under this Agreement at its discretion. Such access may be terminated by Aladdin at any time.

## Without prejudice to any other rights or remedies to which the parties may be entitled, either party may terminate this Agreement without liability to the other if:

##  the other party is in material or persistent breach of any of its obligations under this Agreement and either that breach is incapable of remedy, or the other party has failed to remedy that breach within twenty (20) days after receiving written notice requiring it to remedy that breach; or

## the other party is unable to pay its debts or becomes insolvent or an order is made or a resolution passed for the administration, winding-up or dissolution (otherwise than for the purposes of a solvent amalgamation or reconstruction) or an administrative or other receiver, manager, liquidator, administrator, trustee or similar officer is appointed over all or any substantial part of the assets of the other or the other enters into or proposes any composition or arrangement with its creditors generally or anything analogous to the foregoing occurs in any applicable jurisdiction.

##  Aladdin reserves the right at any time, in its sole discretion and with thirty (30) days’ notice, to suspend, change, permanently withdraw or cancel any or all of the Services. In the event that such termination is through no fault of the School, Aladdin will provide a refund for any unused full calendar months whether part of the Initial Term or any Renewal Period. This clause 13.4 sets out Aladdin’s sole responsibility and liability in the event of termination for convenience by Aladdin.

## On termination of this Agreement for any reason:

##  the licenses granted under this Agreement shall immediately terminate;

## each party shall make no further use of any Confidential Information (and all copies of them) belonging to the other party;

## the School shall have thirty (30) days to export the School Data to a .csv file or equivalent using the export function provided through the Services. Following this period Aladdin may destroy the School Data in its possession; and

## the accrued rights of the parties as at termination, or the continuation after termination of any provision expressly stated to survive or implicitly surviving termination, shall not be affected or prejudiced.

## Force Majeure

If either party is prevented or delayed in the performance of any of its obligations under this Agreement by Force Majeure, that party shall forthwith and in any event within one (1) business day serve notice in writing on the other party specifying the nature and extent of the circumstances giving rise to Force Majeure, and shall subject to service of such notice have no liability in respect of any delay in performance or any non-performance of any obligation under this Agreement (and the time for performance shall be extended accordingly) if and to the extent that the delay or non-performance is due to Force Majeure.

## Assignment

## The School shall not, without the prior written consent of the School, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement.

## Aladdin may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement.

## Severability

##  If any provision of this Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this Agreement which shall remain in full force and effect.

## If any provision of this Agreement is so found to be invalid or unenforceable but would be valid or enforceable if some part of the provision were deleted, the provision in question shall apply with such modification(s) as may be necessary to make it valid.

## General

##  Except insofar as this Agreement expressly provides that a third party may in his own right enforce a term of this Agreement, a person who is not a party to this Agreement has no right to rely upon or enforce any term of this Agreement.

## This Agreement may be executed in any number of counterparts and by the parties to it on separate counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. This Agreement is not effective until each party has executed at least one counterpart.

##  In no event will any delay, failure or omission (in whole or in part) in enforcing, exercising or pursuing any right, power, privilege, claim or remedy conferred by or arising under this Agreement or by law, be deemed to be or construed as a waiver of that or any other right, power, privilege, claim or remedy in respect of the circumstances in question, or operate so as to bar the enforcement of that, or any other right, power, privilege, claim or remedy, in any other instance at any time or times subsequently.

## Any notice or other document to be served under this Agreement shall be in writing and may be delivered or sent by post or facsimile process to the party to be served at the address set out in the introductory paragraphs of this Agreement or the relevant Order Form provided that copies of such notice may also be sent by email.

## No modification or variation of this Agreement shall be valid unless it is in writing and signed by or on behalf of each of the parties to this Agreement.

## The School agrees that Aladdin may publicise the existence of this working relationship as a statement of fact. The extent of such publicity can include the development and distribution of a press release, a posting on the Aladdin website and social media and inclusion in Aladdin collateral materials. Aladdin agrees to apply industry standard practices to all publicity to ensure the highest levels of accuracy and editorial quality.

## This Agreement and the documents referred to in it, constitute the entire agreement and understanding of the parties and supersede any previous agreement between the parties relating to the subject matter of this Agreement.

## Each of the parties acknowledges and agrees that in entering into this Agreement, and the documents referred to in it, it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty, understanding, promise or assurance (whether negligently or innocently made) of any person (whether party to this Agreement or not) other than as expressly set out in this Agreement. Nothing in this clause shall operate to limit or exclude any liability for fraud.

##  The validity, construction and performance of this Agreement shall be governed by and construed in accordance with the laws of the Republic of Ireland.

##  Each party irrevocably agrees to submit to the exclusive jurisdiction of courts in the Republic of Ireland over any claim, dispute or matter arising under or in connection with this Agreement or the legal relationships established by this Agreement.



# ****Aladdin Schools Privacy Statement****

## 1. Introduction

This privacy statement (together with our terms of use available at <https://www.aladdin.ie/content/terms> (the **“terms of use”**)) sets out the basis on which any personal data we collect from you, or that you provide to us, will be processed by us. Please read the following carefully to understand our views and practices regarding the personal data we collect and how we will treat it. By visiting <https://www.aladdin.ie/> (**“our site”**) contacting us and/or using the Aladdin software (**“our services”**) you are accepting and consenting to the practices described in this privacy statement.

We may update this privacy statement from time to time and will post any changes on our site so it might be a good idea to come back and read through it again, from time to time. This privacy statement was last updated in April 2018

## 2. Who are we?

Any reference to **"we", "us"** and **"our"** is to Cloudware Limited t/a Aladdin schools, with registered address at Aladdin, First Floor, Block 1, Deansgrange Business Park, Co. Dublin, Ireland.

For the purpose of the data protection act 1988 & 2003 (the **“act”**), in providing our services, we act as data processors who process information on behalf of primary schools (the **“school”**) who are the data controllers for the purposes of the act. The school allows us to process your information in connection with the school’s use of our services. It is the responsibility of the school to determine how your information is processed by us and we will follow the school’s instructions at all times. You should refer to the privacy statement of the school for further information as the school determines the purpose for which your information will be processed in connection with our services.

## 3. Who does this privacy statement apply to?

This privacy statement applies to any person whose information we process on behalf of the school and who would be considered a data subject for the purposes of the act. References to **“you”** and **“your”** shall include school staff (both current and past), school pupils (both current and past) and their family, applicants for placement at the school and parents/guardians of children.

## 4. What information do we collect from you?

The information that we collect about you includes:

General data – this is information that you may give us or the school by correspondence by phone, e-mail or otherwise. This includes information you provide when you use our site, our services and when you report a problem or receive support services in connection with our site and/or our services. The information you give us may include but is not limited to the following information that we process on behalf of schools:

Your name, address, email address and phone number;

Information relating to staff and teachers who use our site and/or our services including (but not limited to) their name, address, email address and phone number;

Information relating to children who are connected with the school, including (but not limited to), name, address, contact information (including emergency contacts), date of birth, ethnic origin, religion, nationality, photographs, medical information, family history, performance, evaluation, punctuality and attendance information; and

Information relating to parents or guardians of those children including (but not limited to) their name, address, contact information, and ethnic origin.

Technical data - we may collect the following technical information on behalf of schools:

Technical information, including the internet protocol (IP) address used to connect your device to the internet, your login information, browser type and version, time zone setting, browser plug-in types and versions, operating system and platform; and

Information about your visit to our site or use of our services, including the full uniform resource locators (url) clickstream to, through and from our site and our services (including date and time log); page response times, download errors, length of visits to certain pages, page interaction information (such as scrolling, clicks, and mouse-overs), and methods used to browse away from the page and any phone number used to call our customer service number.

## 5. What do we do with your information?

We may use the information collected in the following ways:

General data - we will use this information on behalf of the school to:

Carry out our obligations arising from any contracts entered into between us and the school, including the terms of use, and to provide the products and services requested from us;

Send communications to you about our site and/or our services including by sms and push notification. We cannot guarantee that you will receive all communications from us and we shall not be liable in the event that you do not receive such communications. You can opt out of receiving such communications by contacting us using the details below;

Make notifications about changes to our services; and

Ensure that content from our site is presented in the most effective manner.

If any sensitive personal data is collected (i.e. Data relating to racial or ethnic origin, political or religious opinions, membership of a trade union, physical or mental health or condition or sexual life, the commission of any offence or related documentation) then you consent to our processing this data in the manner set out in this privacy statement for and on behalf of the school. We do not control nor do we have any input into the content and information submitted to our site and our services, the school is responsible for ensuring that all appropriate consents are in place to allow us to process the information on the schools behalf.

Technical data - we will use this information on behalf of the school to:

Administer our site and our services and for internal operations, including support, troubleshooting, data analysis, testing, research, statistical and survey purposes;

Provide information to schools;

To improve our site and our services and to ensure that content is presented in the most effective manner for you and for your device;

To allow you to participate in the interactive features of our service, when you choose to do so; and

As part of our efforts to keep our services and our site safe and secure.

## 6. Disclosure of your information

We may share your personal information with any member of our group, which means our affiliates and subsidiaries, our ultimate holding company and its subsidiaries, as defined in the companies act (Ireland) 2014.

We will take every care to protect your information and use it in accordance with the schools instructions. In certain circumstances we may disclose it to certain third parties as follows:

The school;

Business partners and sub-contractors for the performance of any contract we enter into with them in connection with our site and our services including; payment processors and hosting service providers;

At the schools request, we may disclose the information or receive information about you with government departments including with respect to the primary online database run by the department of education and skills;

We may disclose the information relevant to any backup or hosting services to Google Inc. You can read more about the measures taken by google to protect the security of their services and the information at: [https://cloud.google.com/security/compliance.](https://cloud.google.com/security/compliance)

Analytics and search engine providers that assist us in the improvement and optimisation of our site. This consists of aggregated anonymous information only and relates to the web pages visited on our site and not the information included on those web pages;

If we or substantially all of our assets are acquired by a third party, in which case personal data held by us will be one of the transferred assets;

If we are under a duty to disclose or share your personal data in order to comply with any legal obligation, or in order to enforce or apply the terms of use and other agreements; and/or

To protect our rights, property, or safety, or that of the school, you or others. This includes exchanging information with other companies and organisations for the purposes of fraud protection.

## 7. Safe guarding your personal data

The information processed by us, on behalf of the school, may be transferred to, and stored at our hosting centres in the European Union. By submitting your personal data, you and the school agree to this transfer, storing or processing. We will take all steps reasonably necessary to ensure that the information is treated securely, in compliance with the instructions of the school and in accordance with this privacy statement and the relevant law. In particular, we have put in place appropriate physical, electronic, and managerial procedures to safeguard and secure the information we manage on behalf of schools and the information we collect and manage on their behalf.

All information processed by us is stored on Google’s secure servers. To protect the privacy and security of our services, we will also take reasonable steps to verify your identity before granting access to information. We also use secure connections to protect sensitive information during its transmission. Where you have been given (or where you have chosen) a password which enables you to access our services, you are responsible for keeping this password confidential. We ask you not to share your password with anyone.

You should be aware that when you disclose personal information that information is available to the school and may be used by the school. Schools are solely responsible for the uses made of your information and we have no responsibility for the actions of the schools in this regard.

You should contact the school in the event that your information needs to be updated or changed, for example in the event that your contact details have changed. We shall not be responsible for any failure of the school to contact you, including where you have not provided the correct contact details.

If you have provided information to the school you understand that we process that information as an agent of the school. We may hold a back-up copy of the information that you submit, but only on behalf of the school. If you wish to modify or otherwise deal with your personal information submitted directly to us then you should contact the school directly, as they have responsibility for that personal information. We will comply with the school’s instructions in respect of that personal information. If you wish to understand the school’s data protection or privacy statement with regards to the dealings that it has with your personal information then you should contact the school directly to establish such terms.

Although we will do our best to protect your personal data, we cannot guarantee the security of your data transmitted to our site; any transmission is at your own risk. Once we have received your information, we will use strict procedures and security features to try to prevent unauthorised access.

## 8. Cookies

Our site uses cookies to distinguish you from other users of our site. This helps us to provide you with a good experience when you browse our site and also allows us to improve our site. For detailed information on the cookies we use and the purposes for which we use them see our cookie policy <https://www.aladdin.ie/cookies.html>.

You can set your browser not to accept cookies. If you go to <https://www.aladdin.ie/cookies.html> it will tell you how to remove cookies from your browser. However in a few cases some of the features of our site may not function as a result.

## 9. Your rights

Our site may, from time to time, contain links to and from third party websites including the website of the school. If you follow a link to any of these websites, please note that these websites have their own privacy statements and that we do not accept any responsibility or liability for these third party websites. Please undertake the appropriate due diligence before submitting any personal data to these websites.

## 10. Access to information

The act gives you the right to access information held about you by the school. Your right of access can be exercised in accordance with the act. Any access request may be subject to a fee determined by the school to meet the costs in providing you with the information held about you. You should contact the school directly in connection with any such access request.

You have a right to have your information rectified or erased free of charge if it is inaccurate or no longer required by us or the school for the purpose for which it was collected. You can do this by contacting the school directly.

## 11. Disclaimer

We are not liable to you or the school in respect of any claims, losses, damages, expenses (including reasonable legal fees) arising out of or in connection with the use and/or disclosure or dissemination of your information in accordance with this privacy statement.

## 12. Retention of information

We will retain your information for as long as we are directed by the school or for as long as we are required under relevant laws.

If you would like us to delete your information, please contact the school directly with your request.

## 13. How to contact us

Please contact us if you have any questions about our privacy statement or information we hold about you:

By email at: dpo@aladdin.ie

Or write to us at: DPO, Aladdin, Block 1, Deansgrange Business Park, Co. Dublin, Ireland.