

## Sparx Maths: Terms and Conditions

### Introduction

Sparx Maths is a complete solution that supports teachers in planning, delivering and reviewing both maths lessons and homework. It is made available to secondary schools on a subscription basis. Sparx Maths is a trading name of Sparx Limited (company number 07907042) whose registered office is at Oxygen House, Grenadier Road, Exeter Business Park, Exeter, Devon EX1 3LH (**Sparx**).

This document sets out the terms and conditions which apply to the use of Sparx Maths in schools. It has three sections – the **Trial Licence** (Section A), the **Subscription Terms** (Section B) and the **Data Handling Agreement** (Section C).

- The Trial Licence applies where your school is given access to a trial version of Sparx Maths to help you evaluate Sparx Maths.
- The Subscription Terms apply (and supersede the Trial Licence) once your school registers for a paid subscription.
- The Data Handling Agreement explains how personal information is collected, used and stored when you implement Sparx Maths at your school (for the purposes of both your trial of, and any paid subscription to, Sparx Maths).

Our terms and conditions are designed to make agreeing to join the Sparx community as easy as possible. They explain what we are providing when you implement Sparx Maths, and what we expect of you, your teachers and other school staff, your students and their parents.

Where a multi-academy trust (**MAT**) has subscribed to Sparx Maths on behalf of schools within its MAT, the term 'your school', which is used throughout our terms and conditions, should be construed as applying to all MAT schools which use Sparx Maths as part of the MAT's subscription and the MAT shall be responsible for the compliance of its schools with our terms and conditions.

### Section A: Trial Licence

<p><b>Our agreement</b></p>	<p>At your school's request, Sparx is pleased to give your school access to a trial version of Sparx Maths (<b>the Trial</b>) to help you evaluate the merits of your school taking out a paid subscription to use Sparx Maths (<b>a Subscription</b>) (<b>the Purpose</b>).</p> <p><b>Access to the Trial for the Purpose is provided free of charge during the Trial Period (as defined below under 'Termination'). Your school is not committed to take out a Subscription by using the Trial.</b> If your school wishes to take out a Subscription at the end of the Trial Period, it will be provided on Sparx's standard rates and terms. Sparx will contact your school during the Trial Period to discuss your Trial experience and interest in taking out a Subscription.</p>
<p><b>Trial Licence</b></p>	<p>Sparx hereby grants your school a licence to access and use the Trial during the Trial Period (<b>the Trial Licence</b>), subject to your school's acceptance of the terms set out in this Trial Licence and our Data Handling Agreement (<b>the Trial Licence Terms</b>). The Trial Licence is not transferable by, or exclusive to, your school.</p> <p><b>Important:</b></p> <ul style="list-style-type: none"> <li>• <b>Use of the Trial by your school (including any of your students, teachers or other school staff) constitutes acceptance of the Trial Licence Terms.</b></li> <li>• <b>If your school does not accept the Trial Licence Terms, you should not use the Trial. Acceptance means that the Trial Licence Terms will be enforceable like any written contract signed by you and legally binding between us.</b></li> <li>• <b>Acceptance also constitutes an instruction to Sparx on behalf of your school to process school data (as defined in our Data Handling Agreement under 'School data being processed') in accordance with our Data Handling Agreement and the relevant provisions of our <a href="#">Privacy Notice for Schools</a>.</b></li> </ul> <p>Your school agrees that you shall:</p>

	<ul style="list-style-type: none"> <li>not use (including not copying, downloading, distributing, printing or publishing any content or materials accessible via the Trial) the Trial in any way except for the Purpose;</li> <li>only distribute user account log-in credentials for the Trial to your students, teachers and other school staff; and</li> <li>before allowing any of your teachers or other school staff to access the Trial, make them aware that the Trial may only be used by them for the Purpose (and your school will be liable for the failure of any of your teachers or other school staff to comply with the Trial Licence Terms).</li> </ul> <p>Except as required by law, Sparx has no liability of any kind in any circumstances whatsoever to your school in respect of the Trial (including our data processing activities during the Trial). Your school acknowledges that:</p> <ul style="list-style-type: none"> <li>access to the Trial is being granted to your school 'as is' and without charge;</li> <li>the Trial may not provide the same level of performance as a commercially available product or service offering;</li> <li>whilst Sparx has no intention to do so, the Trial may be withdrawn at any time;</li> <li>Sparx is unable to give any representations, warranties or other terms in respect of the Trial, and all statutory warranties and conditions are excluded to the fullest extent possible;</li> <li>Sparx may monitor your school's use of the Trial so we can see how you have been using the Trial, help us answer any questions you may have and ensure you are complying with the Trial Licence Terms; and</li> <li>Sparx is not responsible for teaching at your school or the way in which your school uses the Trial. Your school remains responsible for all teaching outcomes.</li> </ul> <p>Sparx will process personal information relating to your school's teachers and other school staff, students and (if applicable) your students' parents (which we call school data) in connection with the Trial in accordance with our Data Handling Agreement.</p>
<b>Intellectual property rights</b>	<p>Sparx owns, and reserves its rights in, all intellectual property rights (<b>IPR</b>) in Sparx Maths and the Trial (including all content and materials (including schemes of learning)), together with any related information, data or documentation (<b>the Sparx IPR</b>).</p> <p>Your school acknowledges and agrees that this Trial Licence shall not give you any IPR or other rights in relation to the Sparx IPR other than as expressly stated in this Trial Licence.</p>
<b>Termination</b>	<p>Subject to the Trial Licence Terms and unless otherwise agreed between Sparx and your school, this Trial Licence will automatically terminate after six (6) weeks following your school first gaining access to the Trial (<b>the Trial Period</b>). However, Sparx may terminate this Trial Licence without notice during the Trial Period if your school is in breach of any of the Trial Licence Terms. We will of course warn you before we do this.</p> <p>Termination of this Trial Licence means that access to the Trial simply stops and your school will no longer be able to use the Trial.</p>
<b>General</b>	<p>In this Trial Licence, unless the context otherwise requires, an obligation on your school also includes an obligation on your school to procure that your teachers and other school staff comply with your school's obligation.</p> <p>The Trial Licence Terms constitute the entire agreement between Sparx and your school relating to the Purpose and supersedes and extinguishes all previous agreements, arrangements and understanding between us relating to the Purpose.</p> <p>Any provision of this Trial Licence that is intended to come into or continue in force on or after termination shall remain in full force and effect. Termination shall not affect any accrued rights or remedies to which Sparx may be entitled.</p> <p>This Trial Licence shall be interpreted in accordance with, and governed by, the laws of England. The courts of England shall have exclusive jurisdiction to settle any disputes relating to this Trial Licence.</p>

## Section B: Subscription Terms

<p><b>Our agreement</b></p>	<p>Our Subscription Terms (including our Data Handling Agreement, which relates to Sparx Maths' data processing activities on behalf of your school) and the accompanying Memorandum of Understanding and/or Subscription Proposal capture, in detail, the whole of our relationship relating to Sparx Maths. You are not relying on any other documents or statements, nor expecting anything else. If this is wrong, please let us know before you start using Sparx Maths. In the event of a conflict between the provisions of our Subscription Terms and your Memorandum of Understanding and/or Subscription Proposal, the provisions of your Memorandum of Understanding and/or Subscription Proposal shall apply. Our Subscription Terms automatically supersede our Trial Licence where your school has agreed to take out a paid subscription to use Sparx Maths.</p> <p>We may revise our Subscription Terms from time to time. We will provide you with a copy of our updated Subscription Terms whenever changes are made. The changes will not be retroactive, and the most current version of our Subscription Terms will apply. By continuing to access and use our services, you agree to be bound by the most current version of our Subscription Terms.</p> <p><b>Important:</b></p> <ul style="list-style-type: none"> <li>• <b>Use of Sparx Maths by your school (including any of your students, teachers or other school staff) constitutes acceptance of our Subscription Terms.</b></li> <li>• <b>If your school does not accept our Subscription Terms, you should not use Sparx Maths. Acceptance means that our Subscription Terms will be enforceable like any written contract signed by you and legally binding between us.</b></li> <li>• <b>Acceptance also constitutes an instruction to Sparx on behalf of your school to process school data (as defined in our Data Handling Agreement under 'School data being processed') in accordance with our Data Handling Agreement and the relevant provisions of our <a href="#">Privacy Notice for Schools</a>.</b></li> </ul>
<p><b>Your subscription</b></p>	<p>Sparx agrees to give you access to Sparx Maths. Your subscription is not transferable by, or exclusive to, your school. Key details relating to your subscription, including its duration and cost, are set out in our Subscription Proposal.</p>
<p><b>Renewal</b></p>	<p>To ensure continuity of learning via Sparx Maths, <b>renewal of your subscription will happen automatically</b> and we will contact you at least sixty (60) days in advance of your renewal date set out in our Subscription Proposal to confirm your renewal terms. You must notify us at least one (1) term in advance of the renewal date set out in our Subscription Proposal that you wish to end your subscription. If you provide us with notice to end your subscription, it will terminate on your renewal date and you will no longer be able to access Sparx Maths from that date.</p>
<p><b>Cancellation</b></p>	<p>We don't believe you will want to, but you can cancel your subscription at any time. If you cancel, no refund will be given where this occurs part way through a subscription period.</p> <p>Where you decide to cancel your subscription, we will remove our access to your school's MIS as part of our off-boarding process. Please note that, should you wish to use Sparx Maths again in the future, your school will need to re-authorise our access to your school's MIS.</p>
<p><b>Subscription fee</b></p>	<p>Your subscription fee is set out in our Subscription Proposal. Subscription fees are reviewed annually. We will propose any changes to your subscription fee at least one (1) term in advance of your renewal date set out in our Subscription Proposal. All subscription fees must be paid in pounds sterling.</p>
<p><b>Payment</b></p>	<p>Payment of your subscription fee is due within twenty-eight (28) days of the start of your subscription. Your school will send a purchase order to our finance team within forty (40) days of your school accepting our Subscription Proposal which will allow us to send you our invoice. Multi-academic year subscriptions are invoiced annually. We reserve the right not to provide and/or to suspend your access to Sparx Maths if you do not send us a purchase order and/or pay our invoice in the timeframes set out above. We will, of course, warn you before we do this.</p>

<b>Our responsibilities</b>	<p>We will:</p> <ul style="list-style-type: none"> <li>● set up your school on our systems to enable you to receive Sparx Maths;</li> <li>● make Sparx Maths available to the year groups specified in our Subscription Proposal;</li> <li>● provide guidance and remote on-boarding support for all of your teachers and other school staff that will use Sparx Maths;</li> <li>● provide a dedicated support team who will remotely assist with any account and on-boarding queries;</li> <li>● carry out our responsibilities with reasonable skill and care, in a timely and efficient way, using adequately qualified and experienced personnel;</li> <li>● (if applicable) ensure that our staff comply with your visitor rules when they attend school premises; and</li> <li>● give you reasonable notice of any material changes to the functionality and features of Sparx Maths.</li> </ul>
<b>Supporting you</b>	<p>A teacher should be appointed by your school as your Sparx Maths Leader. We will provide your Sparx Maths Leader with remote support during normal UK school hours. We are unable to accept direct support requests from your students or their parents, who should raise support queries with your school. Where we are contacted directly by a student or parent, whether for support purposes or otherwise, we will forward them to your school.</p>
<b>Service availability</b>	<p>We will do our best to ensure that access to Sparx Maths is available 24/7 (other than during maintenance windows or issues outside of our control) and aim to achieve 99.5% availability. We will not undertake maintenance during normal UK school hours unless such work will not require any service downtime or is unplanned.</p> <p>We reserve the right to suspend access to Sparx Maths for reasons outside our control; please see the 'Problems and unexpected events' section for further details.</p>
<b>School responsibilities</b>	<p>You are responsible for:</p> <ul style="list-style-type: none"> <li>● adopting and implementing Sparx Maths at your school;</li> <li>● all teaching outcomes at your school, whether you are using Sparx Maths or not, and all actions of your teachers and other school staff, students and their parents in connection with Sparx Maths;</li> <li>● all correspondence with your teachers and other school staff, students and their parents regarding their use of Sparx Maths or otherwise relating to Sparx Maths (including responding to initial support requests they may raise);</li> <li>● informing students and their parents that your school is using Sparx Maths and sharing school data with us before they first use Sparx Maths, as well informing parents that they will receive emails from your school about their child's Sparx Maths learning (we will suggest how you might do this as part of our on-boarding process);</li> <li>● implementing a clear disciplinary policy that encourages the handing in of homework set via Sparx Maths;</li> <li>● appointing a Sparx Maths Leader within your school who will be our primary contact and act as a first-line liaison for all Sparx Maths related queries and updating us should your Sparx Maths Leader cease to work at your school;</li> <li>● ensuring a purchase order is sent to our finance team within forty (40) days of your school accepting our Subscription Proposal;</li> <li>● helping us organise on-boarding training sessions with your teachers and other school staff;</li> <li>● on-boarding all teachers and other school staff that are unable to attend our training sessions;</li> <li>● maintaining confidentiality of passwords required to access Sparx Maths;</li> <li>● providing us with complete, timely and accurate information and the assistance we need to help us set up your school on our systems;</li> <li>● (subject to compatibility with Wonde) providing us with access to your school management information system (<b>MIS</b>) and assisting us and Wonde with establishing and maintaining connectivity between your school MIS and Sparx Maths via Wonde;</li> <li>● keeping your MIS data up to date;</li> <li>● managing your school's teacher accounts via Sparx teacher portal, including adding new teachers and removing teachers who have left your school where applicable;</li> <li>● providing suitable devices (e.g. via tablet or PC) and adequate internet access (with sufficient bandwidth) for each student where Sparx Maths is used in the</li> </ul>

	<p>classroom and otherwise adhere to our IT recommendations to ensure Sparx Maths can be operated properly;</p> <ul style="list-style-type: none"> <li>• providing a compatible device (i.e. a tablet, laptop or desktop computer which runs the latest version of Chrome, Firefox, Edge or Safari) and internet access to each student who does not have these resources available at home or making alternative provision for these students at school;</li> <li>• responding to support requests from students and (if applicable) their parents;</li> <li>• (when the programme is available, and should you wish to participate) providing reasonable assistance to help us conduct our testing programmes (including providing such student and cohort information as we may reasonably request);</li> <li>• where you consider appropriate and if applicable, informing students and their parents that your school is participating in one of our research projects;</li> <li>• if so requested, provide a reference to any school which is considering acquiring Sparx Maths; and</li> <li>• compliance with all school policies, including in relation to procurement.</li> </ul> <p>In order to help us investigate the links between Sparx Maths usage and student maths attainment and measure the effectiveness and impact of Sparx Maths, we may ask you to share certain personal information relating to and in connection with your students' maths attainment (for example, question level analyses for each student after half-termly school assessments). Where this is agreed, we will:</p> <ul style="list-style-type: none"> <li>• recommend a secure method for such personal information to be shared; and</li> <li>• process such personal information in accordance with the relevant provisions of our Data Handling Agreement.</li> </ul>
<b>Best practice and acceptable use</b>	<p>Sparx Maths works best and is most effective when you use it to the full, rather than parts of it. The reason for this is that each element builds on others and extensive testing has allowed us to remove, recast and add material to ensure that each student receives a bespoke learning experience. However, Sparx Maths only forms part of your maths teaching programme and we cannot offer a guarantee that student progress will be made. You are free to cancel your subscription (as set out above) if you feel that your students are not progressing as you expect.</p> <p>You are responsible for ensuring that your teachers and other school staff, students and their parents use Sparx Maths in the ways that are acceptable to us and make the best use of the service. We will provide you with information on what is (and is not) acceptable as part of our on-boarding process, and some examples of unacceptable use are set out below.</p>
<b>Unacceptable use</b>	<p>You may not:</p> <ul style="list-style-type: none"> <li>• use Sparx Maths (including not copying, downloading, distributing, printing or publishing any content or materials accessible via Sparx Maths) for any purposes other than to teach maths in your school;</li> <li>• give access to Sparx Maths, or provide or publish its content, to anyone who is not a teacher or other school staff member, student or parent of a student enrolled at your school and subscribed to Sparx Maths;</li> <li>• transfer your subscription or any of your rights or obligations in relation to Sparx Maths to any other school or organisation;</li> <li>• use Sparx Maths to provide services to anyone other than students enrolled at your school and subscribed to Sparx Maths;</li> <li>• use Sparx Maths to build a competitive product; or</li> <li>• reverse engineer or disassemble any part of Sparx Maths (including attempting to do so).</li> </ul> <p>If we become aware of any instance of unacceptable use by or receive inappropriate communications from your teachers or other school staff, students or their parents, we will inform your school and may suspend or terminate your access to Sparx Maths where such matters are sufficiently serious.</p>
<b>School data</b>	<p>To use Sparx Maths, you need to collect personal information relating to your teachers and other school staff, students and their parents and share it with us. We use that information to provide Sparx Maths and individualise learning for each of your students. In each case where you have agreed to participate, we will also use that personal information for the purposes of our testing programmes and our research projects. The personal information you share with us is still your data; our responsibility is to process it in accordance with our Data Handling Agreement.</p>

<b>Data security</b>	Data security comes first with us, and Sparx Maths has been designed with data security at its heart. We have implemented appropriate technical and organisational measures to protect school data against unauthorised or unlawful processing and accidental loss or damage. Further information is provided in our Data Handling Agreement.
<b>General compliance</b>	We both agree to comply with all relevant legislation and take a zero tolerance approach to bribery and safeguarding issues.
<b>Intellectual property</b>	<p>Sparx Maths is entirely created by or for Sparx and we own all rights in it (including our schemes of learning, our content, the materials available in our Knowledge Base, our technical architecture and infrastructure, our databases, code and algorithms and the usage data (as described in our Data Handling Agreement)). Except for access or as otherwise set out in our Subscription Terms, you do not have any rights in respect of Sparx Maths.</p> <p>We will indemnify you against any claim that is made by anyone in the UK challenging our ownership of, or your right to use, Sparx Maths. If such a claim is made against your school, please tell us at once and do not respond without first consulting us. We will take responsibility for the matter so that no costs or other expenditure are incurred by you in responding to such claim.</p> <p>If you upload any information, artwork, software or documents to Sparx Maths and this results in an infringement of any third party's intellectual property rights, you will indemnify us and take entire responsibility for any liability so that no liabilities, costs or other expenditure are incurred by us.</p> <p>The name 'Sparx' is a registered trademark. We are very happy for you to use our name and logo for internal purposes, in relevant correspondence with students and their parents, on your website and in your promotional materials, but we ask you to respect our brand and use our name and logo in accordance with any guidelines that we may issue from time to time. We expect you to stop using our name and logo completely if you stop using Sparx Maths or if we ask you to do so at any time.</p>
<b>Confidentiality</b>	<p>Where either of us receives confidential information from the other, we shall act in good faith to preserve confidentiality and use the information solely to perform our respective responsibilities and obligations relating to the provision of Sparx Maths. We regard all personal information and the commercial aspects of our relationship as confidential. We do not regard the fact that you have embraced Sparx Maths as confidential and would expect to be able to refer to this fact to existing or prospective users of Sparx Maths.</p> <p>Of course, either of us can disclose confidential information received from the other if:</p> <ul style="list-style-type: none"> <li>● it was obtained from a third party who is not bound by a duty of confidentiality;</li> <li>● we are required by law to do so; or</li> <li>● it is disclosed to our respective professional advisers.</li> </ul>
<b>Problems or unexpected events</b>	<p>We both recognise that, however hard we all try, things can go wrong during the course of any relationship. Problems can arise because one of us is at fault, or as a result of outside influences or factors.</p> <p>We will try and ensure that Sparx Maths is available for use by your subscription start date but we cannot guarantee it. We will try to give you as much notice as possible if we think your start date may be delayed as well as a revised start date. We will not be liable to you for the service not being available for use on your subscription start date but we will refund you a pro rata amount of your subscription fee for the time between your start date and the actual start date.</p> <p>We cannot promise that Sparx Maths will be error-free or uninterrupted. Similarly, the performance of Sparx Maths depends on a number of factors, many of which are outside our control. Accordingly, while we are happy to assist you with such issues, we cannot provide fixed assurances about the exact performance experienced by users, save that we will provide sufficient capacity and bandwidth in our system environment to allow for all normal demands.</p> <p>If we suspend access to Sparx Maths due to an event outside our control, whether due to malicious action or otherwise, then, if this suspension lasts more than fourteen (14) days, we will refund a <i>pro-rata</i> amount of your subscription fee for those fourteen (14)</p>

	<p>days and each further consecutive day that access is suspended. We shall not be under any further liability to you in respect of such suspension. If the suspension lasts for a continuous period of fifty-six (56) days, then you may immediately terminate your subscription and we will refund any subscription fees paid in advance for the period starting from the beginning of the fifty-sixth (56th) day suspension to the next renewal date.</p> <p>If either of us fail to carry our responsibilities, then, provided the one who is failing has been given a written warning and a reasonable chance to fix it, the other may end our relationship by giving thirty (30) days' notice. However, there will be no refund for any subscription fees paid in advance other than as set out in our Subscription Terms.</p>
<p><b>Liability</b></p>	<p>In any relationship, there are risks and we need to be responsible for our fair share. For the avoidance of doubt, this liability section also applies to our Data Handling Agreement where your school has taken out a paid subscription to use Sparx Maths.</p> <p><b>Legal requirements:</b> As required by law, we accept liability for personal injury and death caused by our negligence, without limit. Similarly, there is no limit on our liability for fraud or fraudulent misrepresentation.</p> <p><b>Suspension:</b> Our liability in respect of a suspension of access to Sparx Maths due to events outside our control is dealt with in the 'Problems or unexpected events' section of our Subscription Terms. We have no liability to you in the event of a suspension of access arising where our invoices are not paid when due or we become aware of any instance of unacceptable use.</p> <p><b>Cyber risks:</b> Our liability for a breach of security affecting your data caused by our negligence will be limited to £100,000, provided we can recover this from our insurers. Our cyber risks insurance cover exceeds this liability amount.</p> <p><b>All other risks:</b> We will accept responsibility for your direct losses (ie. losses that flow directly from our fault) up to an amount equal to the amount paid by you to Sparx in the preceding twelve (12) months.</p> <p>We do not accept liability for any indirect or consequential loss (including loss of, or damage to, goodwill) you may suffer because we cannot see what they are likely to be, nor quantify them.</p> <p>For the reasons set out in the 'Best practice and acceptable use' section of our Subscription Terms, we cannot offer a guarantee that student progress will be made by using Sparx Maths. Accordingly, you agree that you have sole responsibility for results obtained from the use of Sparx Maths at your school, and for the conclusions drawn from such use, and we shall not be liable to you if improvements in school, student and/or teacher performance are not made. Ultimately teaching outcomes are your responsibility.</p> <p>We are not responsible for any fault, error or delay caused by you failing to give us the information we need or failing to carry out any of your responsibilities to us in respect of Sparx Maths. We are also not responsible for any loss, destruction, alteration or disclosure of your data caused by any third party (except our sub-contractors or support companies), your teachers and other school staff, students and their parents, or by circumstances beyond our control.</p> <p>Please understand that our subscription fees have been calculated on the basis of this level of risk and, were we required to accept more risk, our subscription fees would also rise.</p>
<p><b>Insurance</b></p>	<p>We will make sure we hold suitable insurance to cover our liabilities to you as set out in our Subscription Terms. In addition, we hold insurance for cyber risks as detailed in the 'Liability' section of our Subscription Terms.</p>
<p><b>Complaints and disputes</b></p>	<p>If you are not happy with any aspect of Sparx Maths, the matter should be raised with the School Success Team. If they are unable to resolve your complaint satisfactorily within a reasonable time (and in any event within a week during school term time) then it shall be escalated to our School Success Team lead. If your complaint relates to a privacy or data protection matter, then it shall instead be escalated to our Data Protection Officer.</p>

	<p>If things go badly wrong, our School Success Team lead or Data Protection Officer (as applicable) may convene a meeting with your Headteacher or Chief Executive (as applicable) (also involving any other appropriate senior representatives of Sparx) to discuss the matter either face to face or through a video link. If that fails to fix things, we would suggest that the matter is resolved via mediation organised by CEDR, an independent body.</p>
<b>Our relationship</b>	<p>By providing Sparx Maths to your school, we are not creating or operating a partnership with you, and neither of us has the authority to act as the other's agent. Nobody else receives or has any rights under our Subscription Terms.</p> <p>We may assign or sub-contract any or all of our rights and obligations under our Subscription Terms to any member of the Sparx Family group of companies.</p> <p>In our Subscription Terms, unless the context otherwise requires, an obligation on your school also includes an obligation on your school to procure that your teachers and other school staff comply with your school's obligation.</p> <p>Any provision of our Subscription Terms that is intended to come into or continue in force on or after termination shall remain in full force and effect. Termination shall not affect any accrued rights or remedies to which Sparx may be entitled.</p>
<b>Publicity</b>	<p>We shall be able to publicise that your school is using Sparx Maths on our website and in our marketing materials, including our social media channels. We may also share anonymised data – for example, usage and performance information – with existing or prospective users of Sparx Maths.</p> <p>We are of course happy for you to publicise your school's positive experiences and achievements working with Sparx, and would be happy to contribute to this should you wish us to do so.</p> <p>Reports or insights provided to your school by Sparx, for example relating to your school's performance and maths attainment using Sparx Maths, are provided to you for information purposes only. You may share such reports and insights (for example, with your teachers, governors or parents) as you see fit, and can also publish them on your website, provided in each case they do not contain any personal information relating to your teachers or other school staff or students.</p>
<b>Jurisdiction</b>	<p>Our Subscription Terms and the accompanying Memorandum of Understanding and/or Subscription Proposal shall be interpreted and governed by the laws of England.</p>

## Section C: Data Handling Agreement

<b>General</b>	<p>First and foremost, we both agree to comply with all data protection and privacy legislation and rules that apply to your use of Sparx Maths. The General Data Protection Regulation (<b>GDPR</b>) requires that data processing by a processor on behalf of a controller is governed by a contract. The provisions below set out the terms of our data processing on behalf of your school. In our Data Handling Agreement, the terms 'controller', 'processor' and 'data subjects' have the meaning given to them in the GDPR and the term 'personal information' means 'personal data' as defined in the GDPR. The relevant provisions of our <a href="#">Privacy Notice for Schools</a> also apply to our data processing on behalf of your school. In the event of a conflict between the terms of our Data Handling Agreement and our Privacy Notice for Schools, the terms of our Data Handling Agreement shall prevail.</p> <p>We may revise our Data Handling Agreement from time to time. We will provide you with a copy of our updated Data Handling Agreement whenever changes are made. The changes will not be retroactive, and the most current version of our Data Handling Agreement will apply. By continuing to access and use our services, you agree to be bound by the most current version of our Data Handling Agreement.</p> <p>Our assessment is that your school is the controller and Sparx is the processor for the purposes of our relationship. Sparx will process personal information on your behalf to</p>
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	<p>assist with your legal obligation and legitimate interest to teach maths to your enrolled students. This assessment is based on you having a direct relationship with the data subjects (i.e. your teachers and other school staff, students and their parents). We also believe that the data subjects will consider you to be using Sparx Maths as a tool to teach maths at your school, and therefore the data subjects will assume that you are the controller.</p> <p>We are committed to protecting and respecting the privacy of our users and ensuring best practice compliance with data protection laws. We are happy to provide any information that you require to demonstrate your compliance with GDPR and allow for and contribute to audits, including inspections, that you wish to conduct in respect of your use of Sparx Maths for this purpose.</p> <p>To be clear, nothing in our Data Handling Agreement relieves your school of your own direct responsibilities and liabilities under GDPR, the UK's Data Protection Act 2018 or otherwise.</p> <p>You are responsible for notifying us if there is a change of controller relating to your school (for example, if your school joins or transfers to a new MAT). Please contact <a href="mailto:privacy@sparx.co.uk">privacy@sparx.co.uk</a> should this occur.</p> <p>It is the responsibility of non-UK based schools who subscribe to Sparx Maths to review our Data Handling Agreement for compliance with their local data protection regime and other applicable laws.</p> <p>For the avoidance of doubt, the 'Liability' section of our Subscription Terms applies to our Data Handling Agreement where your school has taken out a paid subscription to use Sparx Maths.</p> <p><b>For schools who are located in the EU only:</b> We have appointed IT Governance Europe Limited to act as our EU representative for the purposes of GDPR. Should you have any privacy queries, you can contact us directly by emailing <a href="mailto:privacy@sparx.co.uk">privacy@sparx.co.uk</a> or via our EU representative by emailing <a href="mailto:eurep@itgovernance.eu">eurep@itgovernance.eu</a>. Please include our company name (Sparx Limited) in any correspondence you send to our EU representative.</p>
<p><b>School data being processed</b></p>	<p>In connection with your use of Sparx Maths, your school will transfer certain personal information relating to your teachers and other school staff, students and their parents (<b>school data</b>) with Sparx as follows:</p> <ul style="list-style-type: none"> <li>• via your school's MIS via Wonde: <ul style="list-style-type: none"> <li>o certain personal information relating to your students including their name, gender, year group, class, date of birth, unique pupil number or other identifying code;</li> <li>o optional personal information fields relating to your students that allows full product functionality (for example, more detailed reporting) including KS2 grades, GCSE grades*, other assessment results (where available), pupil premium status, free school meals and whether they speak English as an additional language; and</li> <li>o optional personal information fields relating to your students' parents that enables us to send them weekly update emails on your school's behalf including their name and contact email address;</li> </ul> </li> <li>• where it is shared by your school in order to help us investigate the links between Sparx Maths usage and student maths attainment and measure the effectiveness and impact of Sparx Maths, certain personal information relating to and in connection with your students' maths attainment (for example, question level analyses for each student after half-termly school assessments); and</li> <li>• where it is shared by your school or entered into the Sparx teacher portal by your teachers or other school staff, certain personal information relating to your teachers and other school staff, including their name, role, work email address and classes taught.</li> </ul> <p>By integrating with your school's MIS via Wonde, we will be able to access the full range of cohorts and data fields present in your MIS. However, we will only import and process those cohorts and data fields which your school has authorised us to import and process.</p>

	<p>Where your school's MIS is not compatible with Wonde or in other exceptional circumstances, school data may be transferred via CSV file upload. Where this occurs, your school will be responsible for manually updating your school data and managing students in the Sparx Maths platform (for example, creating new students and off-rolling students) where necessary. It is important that you do this whenever changes need to be made for data accuracy purposes and Sparx is not liable for any consequences of your failure to do so. Transmission of personal information via CSV file upload is not as secure as using a MIS migration tool and is therefore at your own risk.</p> <p>You grant Sparx a licence to use, and instruct Sparx to process, the school data for the purposes specified in our Subscription Terms, namely to deliver Sparx Maths at your school and (in each case where available and you have agreed to participate) conduct testing programmes and undertake research projects. You confirm that you have:</p> <ul style="list-style-type: none"> <li>• a legal basis to provide school data to Sparx for the purposes set out in our Data Handling Agreement; and</li> <li>• clearly and transparently informed the data subjects prior to the collection of school data that Sparx will be processing school data in order to deliver Sparx Maths at your school. For the avoidance of doubt, we do not consider that your school will need to obtain consent for Sparx to process school data, however it is your school's responsibility to determine your legal basis for our processing activities.</li> </ul> <p><i>*If it is not possible to obtain GCSE grades from your MIS, we will agree another secure method. This is important information which will help us to validate our statistical models and the impact of Sparx Maths on student attainment</i></p>
<b>Usage data being created</b>	<p>Use of Sparx Maths at your school will create the following data (<b>usage data</b>):</p> <ul style="list-style-type: none"> <li>• a unique user ID for each student distinct from their UPN;</li> <li>• students' answers and results history, and analysis of the same;</li> <li>• XP, levels and other usage and skill indicators;</li> <li>• a profile of each students' ability level, performance and learning;</li> <li>• the time each students' homework was completed and submitted;</li> <li>• information relating to the use of Sparx Maths by teachers and other school staff, students and their parents, such as the time taken to complete each task, whether or not they have watched a video or (for parents only) whether or not they have opened an email sent to them relating to Sparx Maths; and</li> <li>• analytics data including browser type and version, operating system and device.</li> </ul>
<b>Duration of processing</b>	<p>We will process and use school data and usage data for the duration of your school's Trial and/or Sparx Maths subscription. We will retain school data after your Trial or subscription (whichever is later) has finished for a maximum of two (2) years in order to fulfil school reporting and other requirements, including continuity of service should your school wish to return to Sparx Maths within that period. Once school data is no longer required for these purposes, (or at the request of your school at any time after your school has finished using Sparx Maths), it will be anonymised. School data that identifies student, parent and teacher users will be permanently removed so the remaining data is anonymous. We may continue to use the remaining anonymised data to evaluate and improve Sparx Maths and for other product development purposes.</p>
<b>Processing undertaken</b>	<p>We (and our support companies identified below or any new support companies notified to you from time to time once you have started using Sparx Maths) will process and use school data and usage data for the following purposes:</p> <ul style="list-style-type: none"> <li>• delivering Sparx Maths at your school, including MIS integration via Wonde;</li> <li>• creating and administering user accounts, log-ins and profiles for teachers and other school staff and students;</li> <li>• setting classroom work and/or homework (as applicable);</li> <li>• providing insights and reports to teachers and other school staff regarding the performance and progress of your students (including combining school data and usage data in a dashboard and/or via data export functions);</li> <li>• providing insights and reports to your Head of Maths and/or Headteacher concerning the use of Sparx Maths at your school;</li> <li>• if applicable, providing insights and reports to your school's MAT or alliance concerning the use of Sparx Maths across all MAT or alliance schools;</li> <li>• providing reports and reminders by email to students' parents;</li> <li>• making automated recommendations as to the maths tasks that are appropriate for each student based on a profile we create;</li> </ul>

	<ul style="list-style-type: none"> <li>• identifying and reporting on when homework is completed and whether it is on time;</li> <li>• (where you have agreed to participate) conducting our testing programmes and providing insights and reports to you on student and cohort performance;</li> <li>• anonymising school data and usage data for statistical research. Such anonymised databases will be owned by Sparx and may be used for research and other business purposes (including to improve our system and market Sparx Maths to prospective users);</li> <li>• providing technical and user support and for general communications;</li> <li>• to monitor your school's use of Sparx Maths so we can see how you have been using it, help us answer any questions you may have and ensure you are complying with our Subscription Terms;</li> <li>• to evaluate and improve Sparx Maths (for example, analysing user activity or conducting beta or A/B testing of existing and new product features);</li> <li>• to investigate the links between Sparx Maths usage and student maths attainment in order to measure the effectiveness and impact of Sparx Maths;</li> <li>• financial and accounting purposes; and</li> <li>• for administrative purposes, such as deleting old records, removing duplicates, updating and archiving.</li> </ul>
<b>Research projects</b>	<p>Sparx is committed to improving maths education and student outcomes, and has established an educational research programme to help us develop Sparx Maths and drive long-term positive change for schools, their teachers and students. From time to time, we may ask your school to participate in one of our research projects. We would encourage you to take part, however you can choose not to do so. Where you have agreed to participate, we will:</p> <ul style="list-style-type: none"> <li>• notify you of your responsibilities in respect of the research project for the purposes of data protection legislation (to the extent that these responsibilities differ from those set out in our Data Handling Agreement); and</li> <li>• use school data and usage data to undertake the research project.</li> </ul> <p>As part of the research project, new 'research' data will be created relating to the participants. The research data may be processed and used by Sparx for the following purposes:</p> <ul style="list-style-type: none"> <li>• to evaluate and improve Sparx Maths;</li> <li>• to investigate the links between Sparx Maths usage and student maths attainment in order to measure the effectiveness and impact of Sparx Maths;</li> <li>• anonymising research data and using such anonymised databases for other business purposes (including to improve our system and market Sparx Maths to prospective users); and</li> <li>• for administrative purposes, such as deleting old records, removing duplicates, updating and archiving.</li> </ul>
<b>Sub-processors</b>	<p>By using Sparx Maths, you are providing us with general authorisation to use sub-processors who support us in delivering Sparx Maths to you (<b>support companies</b>). A list of our support companies is available via our website. We will provide reasonable notice of any intended addition or replacement of support companies used in the provision of Sparx Maths. This will present an opportunity for your school to object. If, within five (5) business days of receipt of such notification, you object to the appointment of the support company on reasonable grounds, then we shall take reasonable steps to address the objections raised by you.</p> <p>Sparx conducts due diligence on all support companies who are processing personal information on behalf of Sparx in order to ensure they have good privacy safeguards and security features in place to prevent unauthorised access to the personal information we send them. We also seek guarantees from and, where appropriate, enter into data processing or data sharing agreements. All relationships with support companies engaged by Sparx are governed by a GDPR compliant contract or other legal act and Sparx will remain liable to you for all the acts and omissions of our support companies in respect of their processing activities for us as if they were our own.</p> <p>The majority of the personal information we collect will be stored and used in the UK at our offices and in our secure data centres. We will only transfer your data outside of the European Economic Area (EEA) where it is necessary for us to do so because there are no reasonable and commercially appropriate alternatives based in the EEA. Where any of our support companies store data we send to them for processing on our behalf</p>

	<p>outside of the EEA, we ensure protection is afforded to it by implementing at least one of the following safeguards:</p> <ul style="list-style-type: none"> <li>• We will only transfer your personal information to service providers located in countries that have been deemed to provide an adequate level of protection for personal information by the European Commission.</li> <li>• Where we use certain service providers (including those based in the US), we will use specific contracts approved by the European Commission which give personal information the same protection it has in Europe.</li> <li>• We will undertake a detailed adequacy assessment of the service provider to validate that it has good privacy safeguards and security features in place to prevent unauthorised access of data we send it.</li> </ul> <p><b>No student personal information is transferred outside the EEA - we will notify you should there be a change to the international transfer of the personal information of students.</b></p>
<b>Sharing data</b>	<p>Save for our support companies and the Sparx Family group of companies or in the event that a third party acquires Sparx or its assets or Sparx enters into any joint venture arrangements, we will never share school data with third parties without your prior written permission. We may share anonymised usage data with third parties without restriction, including for research purposes.</p>
<b>Data subjects' rights</b>	<p>As a general rule, we will endeavour to assist you in responding to requests from data subjects to exercise their rights. If you receive a data access request from one of your students or (if applicable and valid) their parents, we will help you to respond to the same if you ask us to do so. If we receive a data access request from one of your students or their parents, we will seek their permission to pass it to you for you to respond. Where applicable in the context of a data access request from or concerning one of your students, we will provide copies of all reports that can be produced on that student within Sparx Maths. We are unable to provide stream adjuster and question categorisation data for students (as this is live data that is continually changing) or raw question scores or categorisations (as without the corresponding questions they are meaningless).</p> <p>We do not believe the personal information erasure right (also known as 'the right to be forgotten') applies to schools due to the Pupil Information Regulations. We do not believe that the data processing restriction right or the right to object to processing apply to schools because your school is legally obliged to educate your students and your school has chosen Sparx Maths as one method to assist in the delivery of that obligation. We do not believe automated decision making rights will apply as, although some of our processing is automated, key decisions such as whether to set work, the topic of work set and the length of work set are all made by your teachers. Obviously we are only able to assist with the data portability right where a student is transferring to a school that also uses Sparx Maths.</p>
<b>Data security</b>	<p>Data security comes first with us, and Sparx Maths has been designed with data security at its heart. We have implemented appropriate technical and organisational measures to protect school data against unauthorised or unlawful processing and accidental loss or damage. We will:</p> <ul style="list-style-type: none"> <li>• ensure that all relevant staff have had appropriate training and have committed themselves to the confidential handling of school data;</li> <li>• ensure that access to school data is limited to our employees and other authorised personnel (such as sub-contractors and support companies) who need access it to allow us to fulfil our obligations to you;</li> <li>• take reasonable precautions to preserve the integrity of school data and to prevent any corruption or loss of such data;</li> <li>• conduct regular penetration testing to make sure that our system has robust security;</li> <li>• subject to any legal requirements to the contrary, will remove school data from our system upon receiving a request to do so; and</li> <li>• provide copies of any reports that can be produced on a student within Sparx Maths within ten (10) working days of your request in paper or pdf electronic form.</li> </ul> <p>We have appointed a Data Protection Officer who advises on, and oversees matters relating to privacy and data security. They can be reached at <a href="mailto:privacy@sparx.co.uk">privacy@sparx.co.uk</a>.</p>

<b>Data breach</b>	We will inform you, without undue delay, if we become aware that school data has been subject to a data breach. You will inform us, without undue delay, if you are investigating any data breach that is notified to you and/or proposing to report such data breach to the Information Commissioner's Office ( <b>ICO</b> ). As controller, you are responsible for making any necessary data breach notifications to the ICO or the affected data subjects, however we will assist you with this.
<b>Back-up and record keeping</b>	We are responsible for arranging the back-ups of school data and usage data, and managing the archiving process. We do not archive or back-up emails to parents sent by your school using Sparx Maths. If there is a loss of school data for any reason, we will provide recovery services to try to restore the most recent back-up. This is the only remedy we offer in this respect and are not liable to you should the back-up not be successful.