

Read these General Terms and Conditions of Personal Data Protection carefully. By giving your personal data and personal data of your students via Pages and indicating your consent to these General Terms and Conditions of Personal Data Protection via Pages, you confirm you have read, understood and that you accept these General Terms and Conditions of Personal Data Protection and that you agree to and accept the collection, processing and use of your personal data and personal data of your students in accordance with these General Terms and Conditions of Personal Data Protection.

These General Terms and Conditions of Personal Data Protection relate to the data which is produced when using The Nurture International Developmental Portrait and all its subdomains (such as The Developmental Portrait Screening Tool and Developmental Portrait Digging Deeper Tool) processed i.e., collected, and stored by Nurture International Ltd with registered company number (12627899) and from you as the representative from your school.

When using the Digital Developmental portrait, Nurture International request that you use a code instead of using student's names when storing data for the Developmental Portrait. Please provide each student with a code and ensure that this code is matched to student's names in a separate document which you as a school can access and which is stored securely and meets GDPR regulations. Nurture International do not take any responsibility for the safekeeping of this data.

Nurture International will retain data for a period of ten years. Nurture International will maintain this data with the age of the student, year group and name of the school. This data will be securely stored and will meet GDPR regulations.

As Nurture International will be required to retain anonymous data we require a named person within each school to be responsible for maintaining secure records and should a parent or student make a request to Nurture International for data to be removed from the central system it will be this named person's responsibility to provide the student's code so that Nurture International can fulfil this request. It will be your responsibility to ensure that the head teacher is kept fully informed of this responsibility so that he/she can fulfil their responsibility.

The responsibility for the maintenance of secure records will fall to the head teacher in the respective school. Although the head teacher may delegate this responsibility to a named person the head teacher maintains overall responsibility.

Nurture International as the provider of The Developmental Portrait is dedicated to the protection of student's privacy and personal data. Please, read these General Terms and Conditions of Personal Data Protection so you could better understand which data we collect from you and in what manner we use such data.

Should you have any questions regarding personal data protection, please contact us by e-mail message on the address: [hello@nurtureinternational.co.uk](mailto:hello@nurtureinternational.co.uk)

In case you do not agree with these General Terms and Conditions of Personal Data Protection, please leave and do not access or use the DDP.

To all matters not specifically regulated by this General Terms and Conditions of Personal Data Protection, the General Terms, and Conditions of using Pages and Internet Trade Service apply.

### **Changes to General Terms and Conditions of Personal Data Protection**

Nurture International may make amendments or addendums to these General Terms and Conditions of Personal Data Protection at any time by publishing the amended text on Pages. Amendments and addendums of General Terms and Conditions of Personal Data Protection enter into force immediately after their publication on Pages.

As a user of The Developmental Portrait, you are liable and obliged to examine and read the General Terms and Conditions of Personal Data Protection in force, which are available on Pages, before every submission of your personal data and personal data of your students.

### **Personal data being processed and use of personal data.**

Nurture International only collects data essential for maintaining standardisation and validation of the Developmental Portrait. In addition, this data may be used to identify general trends with the purpose of improving training programme designed to support the developmental needs of students.

Nurture International collects the following personal data of the students and in this process: Name and address of school, Type of school, age, gender and year group of individual pupils and Special Educational Need, Free school meal, child looked after and pupil premium status.

By giving this data on your students and, as a legal representative of your students, you give Nurture International explicit approval to collect and process this data on your students in accordance to these General Terms and Conditions.

When you engage in certain activities on the Developmental Portrait, such as creating user account, manipulating data, creating class overviews, creating learning plans for individual students, groups of students, classes of students and whole school, publishing contents and access to online platform for learning and collaboration you are obliged to read these General Terms and Conditions of Personal Data Protection carefully and accept and agree to their application in relation to such data. You have been granted permission to use the Digital

Development Portrait with pupils within one educational establishment. If subsequently the Digital Developmental Portrait is used, without gaining prior written permission from Nurture International in more than one establishment it is a breach of terms and conditions, and the user will be responsible for payment of its use in all educational establishments where the tool has been used.

Nurture International collects and uses personal data in order to enable you the user of its services and activities via The Developmental Portrait, to advance the operation of The Developmental Portrait, to create the database of its users, for marketing purposes, in order to contact you and deliver marketing messages, to improve our advertisement and promotional efforts, to analyse the use of the Portrait. Furthermore, we may use your personal data for solving problems, performing administrative tasks, and to establish a contact with you.

By giving your personal data and personal data of your students and by accepting these General Terms and Conditions of Personal Data Protection, you agree and accept that Nurture International and persons stated hereafter inform you of promotional activities, products, and services they offer.

Nurture International undertakes to process collected data properly and legally for purposes stated in items in these General Terms and Conditions and will process such data when necessary exclusively for purposes compliant with the purpose of collection.

### **Submission of personal data**

By giving data pursuant to these General Terms and Conditions of Data Protection you agree and accept that we provide such data for use to third parties, including, but not limited to associated persons of Nurture International, its members and their associated persons for purposes of improving educational provision for students. Any other disclosure of personal data to third parties may be done exclusively in accordance with legislation regulating personal data protection.

Nurture International will **not** provide personal data of students to third parties.

### **Additions and corrections of personal data**

Nurture International considers that every person using this Developmental Portrait should have the possibility to ensure his/her data is accurate, complete, and up to date. In case you consider the data of students to be inaccurate, incomplete, or not up to date, we ask you to contact us by sending us an e-mail message to [hello@nurtureinternational.co.uk](mailto:hello@nurtureinternational.co.uk), and require the adequate addition, change or deletion of personal data. As Nurture International does not maintain personal data it will be the school's responsibility to provide the code of any information that requires deletion.

We recommend you supplement the personal data of your student when they change. You may request for deletion or removal of information on the user account.

## **Data protection**

Nurture International takes the protection of your data and the data of your students very seriously and has conducted various precaution measures in order to protect this data. The user may access the data that has been input by the school on The Developmental Portrait with password and e-mail address. Each school will be provided with their own website address which only members of the school, that have been given the password, and designated officers of Nurture International, can access. User's password is encrypted. It is recommended that the user does not disclose the password to anyone. Moreover, user's personal identification information is stored on the server to which only designated persons and services providers may access. Nurture International encrypts certain sensitive information using **?????** technology, to ensure the user's data is safe.

Unfortunately, no Internet data transmission or any wireless network transmission can be 100% secured and Nurture International cannot guarantee the protection of any information transmitted to or from The Developmental Portrait and is not liable for actions of any third party to which such data becomes available to.

## **Confidentiality of third party's data**

These General Terms and Conditions of Personal Data Protection relate only to the use of data which Nurture International collects from schools and their students. Nurture International is not liable for the manners and conditions of operation of third parties.

## **Other data**

In addition to your personal data and the anonymous data of your students, Nurture International may also collect other data from you and your students which cannot identify you or your student and is not considered as personal data (e.g. data on the manner of using The Developmental Portrait, data on your computer, Internet provider) and which allows us to choose information for the user with better quality and precision and in a more personal manner i.e. in order to advance The Developmental Portrait and additionally direct and adjust their contents to the visiting

audience. On the grounds of such data, we come to know which contents are the most popular amongst which audience.

We will use analysis data for our Developmental Portrait analysis by which we analyse the use of Pages and thus gain valuable knowledge on the needs of our users with the intention of improving the quality of our offer. In relation to this, so called cookies are also being used. Cookies are text files which are stored on the computer of the web page visitor. They allow the recognition of user upon revisiting the web page. This allows us to conduct above mentioned usage analysis. Cookies can usually be rejected or deleted by adequate browser preferences, but this could lead to the inability to use completely some of our Developmental Portrait functions. The mentioned software in addition to this also collects and stores some technical data, including IP address of the user. We emphasize that in no case there is an identification of persons behind such data or the collection of personal data. Such data are also not being connected with personal data the user has possibly disclosed. By using The Developmental Portrait, you give your approval for the above-mentioned manner of conducting an analysis of using these Pages.

### **Other provisions**

These General Terms and Conditions are written in a Welsh, Slovakian and English language. In the case of any discrepancy between the versions of these General Terms and Conditions, the English Language version shall prevail.