DPIA: 010.21

**MARCH 2021** 

Deepening Understanding Website: Protocols, Permissions, Risk Assessment and Privacy Impact Assessment COVID19 Response

DHOON / LAXEY FEDERATION DEPARTMENT OF EDUCATION, SPORT AND CULTURE



Dear parents and carers

#### **Deepening Understanding Website**

Class 2 have recently started trialing an online maths resource with <u>Deepening</u> <u>Understanding</u> Education providers.

"This organisation have developed a reputation for being a trusted provider of teaching materials which are high-quality, engaging and widely loved. They are a forward thinking, modern resource site which fully embraces small step, true mastery style approach across the curriculum."

This resource allows:

- the teacher to set mastery style maths assignment for each child, accessed by logging in using their unique user name and password
- each child is able to have immediate feedback on their answers
- each child can reflect on past questions if required
- all marks can be accessed by the class teacher only
- everyone can work at their own individual pace, gaining confidence and showing independence

Part of Deepening Understanding's provision is that it can be accessed from home and we would like to invite our students to participate in this. If you would like your child to take part, please give your consent by copying and pasting the form below to <u>annette.kelly@sch.im</u> Your child's user name and password can then be forwarded to you. We would kindly ask you to remind your child that all user names and passwords must be kept private at all times. All necessary GDPR has been approved.

The trialing of these resources in the classroom created an enthusiastic response with all children quickly embracing the use of new technology.

Best wishes

Mr M Kelly Executive Headteacher

#### **RISK ASSESSMENT FORM – USING DEEPENING UNDERSTANDING WEBSITE WITH PUPILS**

Risk Classification Likelihood (L): remote = 1 possible = 2 probable = 3 Severity (S): minor = 1 serious = 2 severe/fatal = 3 Risk Rating (LxS): low = 1-2 medium = 3-5 high = 6-9

Person making assessment:		Date 12.03.2021				Review date: Ongoing	
M Kelly Location Potential or Activity Hazard Element Description	Risk Classification			Action taken to reduce or control risk	Residual risk and further	Action (initial)	
	Description	Likelihood	Severity	Rating	_	action req'd	
Pupil accessing the website to participate in a maths activity	Pupils finding a way to add inappropriate content	1	1	2	Parents' permission requested and received. Teacher can monitor what is input to the website accounts Unique account logins are used.	If anything inappropriate occurs the teachers will notify the Executive Headteacher and parents will be informed. This may result in children's accounts being deleted.	
Pupil accessing the website to participate in a maths activity	Pupils may access another child's maths scores	1	1	2	Routine & protocol established and shared with parents and children. Unique log-in information given to children on consent from parents to use the service.		

#### PRIVACY IMPACT ASSESSMENT - USING DEPPING UNDERSTANDING WEBISTE RESOURCE WITH PUPILS

School/ Division/Team:	DHOON/LAXEY FEDERATION
Project Title:	DEEPENING UNDERSTANDING
Lead/Contact Officer:	EXECUTIVE HEADTEACHER

#### Privacy Impact Assessment? (PIA) – pre-screening questions:

(These questions are intended to help you decide whether a PIA is necessary. Answering 'yes' to any of these questions is an indication that a PIA would be a useful exercise.

[You can expand on your answers as the project develops if you need to. You can adapt these questions to develop a screening method that fits more closely with the types of project you are likely to assess].

Questions:	Yes / No
Will the project involve the collection of new information about individuals?	Y
Will the project compel individuals to provide information about themselves?	Y

Will information about individuals be disclosed to organisations or people who have not previously had routine access to the information?	Y
Are you using information about individuals for a purpose it is not currently used for, or in a way it is not currently used?	Y
Does the project involve you using new technology that might be perceived as being privacy intrusive? For example, the use of biometrics or facial recognition.	N
Will the project result in you making decisions or taking action against individuals in ways that can have a significant impact on them?	N
Is the information about individuals of a kind particularly likely to raise privacy concerns or expectations? For example, health records, criminal records or other information that people would consider to be private.	N
Will the project require you to contact individuals in ways that they may find intrusive?	N

#### **Privacy Impact Assessment**

#### Step one: Identify the need for a PIA

Explain what the	Using the Deepening Understan	ding website will allow users to access onlin	e maths resources.	
project aims to	take part in quizzes and games and for their resulting scores to be seen by their designated			
achieve:	teacher			
Benefits to the	Allows direct tracking of mathematical progress with data subjects – children, young people and			
organisation:	students.			
Benefits to	Continuation of the learning exp	perience, especially as part of a remote learn	ning offer.	
individuals:			U	
Benefits to other	Educational development contin	nues/		
parties:				
Other relevant	https://wpengine.com/			
documents related				
to the project:	https://www.deepeningunderst	anding.co.uk/terms-conditions/		
		ments provided by Dhoon/Laxey Executive ersions attached at the appendix erstanding:		
	Type of Data	Examples	Deepening Understanding uses it to	
		For users: Account owner name	Create a customer account	
	Information that identifies you	Your name, username and email address when you use this information to access or use our services	Provide services and communicate with a customer	
	Customer content: information you or others upload, provide, or create while using Deepening Understanding	Scores and results from maths games and activities.	Store maths games results (for delivery and so you can review and search progress history)	
Why the need for a PIA was identified:	This is being done as part of a ro Laxey/Dhoon Federation.	obust and responsible approach to data mar	agement at	

#### Step two: Describe the information flows

Collection:	Only with consent and agreement should people sign up to this service.	
Use:	Online learning sessions only – no sensitive information should be	
	discussed. The only pupil data that will be collected are first names and	
	scores from the online maths activities. Parents may provide their email	
	addresses if they wish to.	
Deletion	Data will be deleted at the end of use and certainly in the August following	
	a pupil's leaving school, if not before.	
Number affected: (anticipated)	272 children (195 @ Laxey; 77 @ Dhoon)	

#### **Consultation requirements (\*if applicable)**

Practical steps to ensure that risks are identified:	Risks identified:	
Practical steps to ensure that privacy risks are addressed:	No sensitive information should be discussed using this service. Links and passwords should not be shared widely.	
Internal consultation with:	Federation teaching staff.	
External consultation with:	Parents via letter – sharing the protocol and requirement for explicit consent. Legal and Admin Manager (DESC DPO) – Andrew Shipley	
Consultation methodology (link to the relevant stages of the project management process):	Consultation with staff to discuss feasibility. Consultation with parents to seek interest and subsequent permission Consultation with DESC DPO	
Dates of consultations:		
Consultation 1: INTERNAL	Staff meeting 09.02.2021 Email exchange with HT 05.03.2021 Email exchange with HT 10.03.2021	
Consultation 2: EXTERNAL	Email exchange with DESC DPO 12.03.2021 Letter to parents 15.03.2021	

#### Step three: Identify the privacy and related risks

Identify the key privacy risks and the associated compliance and corporate risks. Larger-scale PIAs might record this information on a more formal risk register.

Annex three can be used to help you identify the DPA related compliance risks.

Privacy issue	Risk to individuals	Compliance risk	Associated organisation / corporate risk
Disclosure of personally identifiable information (PII)	Information shared with 3 <sup>rd</sup> parties	Non-compliance with DPA	Non-compliance with DPA or other legislation can lead to sanctions, fines and reputational damage
Data breach esp as encryption – not end to end	PII shared with unknown parties	Non-compliance with DPA	Non-compliance with DPA or other legislation can lead to sanctions, fines and reputational damage
Servers based in London	Low	Non-compliance with DPA	Non-compliance with DPA or other legislation can lead to sanctions, fines and reputational damage
Data being used for purposes other than those it was collected for.	Users have a right to understand how we will use the PII	Non-compliance with DPA	Non-compliance with DPA or other legislation can lead to sanctions, fines and reputational damage

#### Step four: Identify privacy solutions

Describe the actions you could take to reduce the risks, and any future steps which would be necessary (eg the production of new guidance or future security testing for systems).

Risk	Solution(s)	<b>Result:</b> is the risk eliminated, reduced, or accepted?	<b>Evaluation:</b> is the final impact on individuals after implementing each solution a justified, compliant and proportionate response to the aims of the project?
Information shared with 3 <sup>rd</sup> parties	Data subjects to be informed that this is a possibility.	Accepted.	Proportionate – data subjects should not suffer detriment through not using this service if they choose.
PII shared with unknown parties.	No sensitive personal data should be shared. Those signing up to the service should be made aware that personal information (name and possibly email address) will be needed.	The person using the service either accepts this or not – it is their choice.	Proportionate – data subjects should not suffer detriment through not using this service if they choose.
PII subject to possible review.	No sensitive personal data should be shared. Those signing up to the service should be made aware that personal information will be needed.	The person using the service either accepts this or not – it is their choice.	Proportionate – data subjects should not suffer detriment through not using this service if they choose.
Users have a right to understand how we will use the PII.	Limited PII used by school – it is the service being used. Privacy notice to be updated with suitable information and warnings.	The person using the service either accepts this or not – it is their choice.	Proportionate – data subjects should not suffer detriment through not using this service if they choose.
Data protection laws may not be equivalent to IOM, and therefore may not have the same controls.	Privacy notice for Deepening Understanding recognises the GDPR principles. Privacy Notice on school websites.	The person using the service either accepts this or not – it is their choice.	Proportionate – data subjects should not suffer detriment through not using this service if they choose.

#### Step five: Sign off and record the PIA outcomes

Who has approved the privacy risks involved in the project?

What solutions need to be implemented?

Risk:	Approved solution:	Approved by (Headteacher / Principal or designate):
Information shared with 3 <sup>rd</sup> parties	Up to date software should be installed. Data subjects to be informed that this is a possibility	Y
PII shared with unknown parties	No sensitive personal data should be shared. Those signing up to the service should be made aware that some limited personal information will be needed.	Y
PII subject to possible review	No sensitive personal data should be shared.	Y

	Those signing up to the service should be made aware that personal information will be needed	
Users have a right to understand how we will use the PII.	Limited PII used by school – it is the service being used. Privacy notice to be updated with suitable information and warnings.	Y
Data protection laws may not be equivalent to IOM, and therefore may not have the same controls	Privacy notice for Deepening Understanding recognises the GDPR principles.	Ŷ

#### **SIGN OFF**

#### DESC DATA PROTECTION OFFICER

DPIAs should be signed, sent and retained by > <u>DPO-desc@gov.im</u> <

Data Controller signature (Headteacher / Principal):

12.03.2021

DPO-DESC signature: SIRO signature:

Mand A. Shipley Date: Date:

15/03/2021

Date:

17/03/21

#### Step six: Integrate the PIA outcomes back into the project plan

(Who is responsible for integrating the PIA outcomes back **into the project plan** and updating any project management paperwork? Who is responsible for implementing the solutions that have been approved? Who is the contact for any privacy concerns that may arise in the future?)

Action to be taken	Date for completion of actions	Responsibility for action
Advise that the most up to date	15.03.2021	Users.
software should be used – patches		
and updates installed.	On release.	
Privacy notice to be updated to	12.03.2021	Executive Headteacher
highlight risks and issues		
Consent to be sought before using	15.03.2021	
the service		

Contact point for future privacy concerns:
Executive Headteacher
DPO-DESC

#### Linking your PIA to the GDPR privacy principles

Answering these questions during the PIA process will help you to identify where there is a risk that the project will fail to comply with the GDPR/DPA or other relevant legislation, for example the Human Rights Act.



Principle 1
1. Lawfulness, fairness and transparency
Transparency: Tell the subject what data processing will be done.
Fair: What is processed must match up with how it has been described
Lawful: Processing must meet the tests described in GDPR [article 5, clause 1(a)]
Have you identified the purpose of the project?
Yes – to provide on-going maths progress tracking with pupils and students.
How will you tell individuals about the use of their personal data?
Privacy notice; consent form and letter.

Do you need to amend your privacy notices?	
Yes – before using the service	
Have you established which conditions for processing apply?	
Consent is being used – some parents may not want their children / young person using this service.	
If you are relying on consent to process personal data, how will this be collected, and what will you do if it is withheld or	
withdrawn?	
By email. It is for individual establishments to establish other means of communicating with their students if they are abl email.	le eg
Our organisation (CO) is subject to the Human Rights Act, please also consider:	
Will your actions interfere with the right to privacy under Article 8?	
No	
Have you identified the social need and aims of the project?	
Yes – to track learning and progress especially during this period of lockdown.	
Are your actions a proportionate response to the social need?	
Yes	
Principle 2	
2. Purpose limitations	
Personal data can only be obtained for "specified, explicit and legitimate purposes" [article 5, clause 1(b)]. Data can onl used for a specific processing purpose that the subject has been made aware of and no other, without further consent. Does your project plan cover all of the purposes for processing personal data?	-
Yes	
Have you identified potential new purposes as the scope of the project expands?	
No	
Principle 3	
3. Data minimisation Data collected on a subject should be "adequate, relevant and limited to what is necessary in relation to the purposes t which they are processed". [article 5, clause 1(c)]	for
<i>I.e. No more than the minimum amount of data should be kept for specific processing.</i>	
Is the quality of the information good enough for the purposes it is used?	
Yes; it is personal choice whether people sign up but it must be made clear what the risks are (these are low.)	
Which personal data could you not use, without compromising the needs of the project?	
Limited information is needed by the person – they just need a first name to allow the teacher to see their maths scores. Principle 4	
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4. Accuracy	
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<ul> <li>4. Accuracy</li> <li>Data must be "accurate and where necessary kept up to date" [article 5, clause 1(d)]</li> <li>Baselining ensures good protection and protection against identity theft. Data holders should build rectification process into data management / archiving activities for subject data.</li> <li>If you are procuring new software does it allow you to amend data when necessary?</li> </ul>	sses
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6. Integrity and confidentiality

Requires processors to handle data "in a manner [ensuring] appropriate security of the personal data including protection against unlawful processing or accidental loss, destruction or damage". [article 5, clause 1(f)]

Do any new systems provide protection against the security risks you have identified?

N/A

What training and instructions are necessary to ensure that staff know how to operate a new system securely? Some input may be needed to ensure accounts are password protected and to show how maths scores can be found and seen.

# Deepening Understanding LTD

## Terms and Conditions





Confidence – Consolidation – Challenge

## Introduction

These terms and conditions apply between you, the user of our website (deepeningunderstanding.co.uk), and Deepening Understanding Ltd (as owner and operator).

Please read the terms and conditions carefully, as they affect your legal rights. Your agreement to comply with these Ts & Cs is deemed to occur upon your first use of the website and any subsequent uses and downloading of content. If you do not agree to be bound by these Ts & Cs, you must stop using the website immediately.

## This latest version of terms and conditions was published on 30<sup>th</sup> September 2020.

These Ts  $\vartheta$  Cs may be updated without notice to you. It is your responsibility, as a user, to check for any revisions to the Ts  $\vartheta$  Cs.

## 1. About us

- 1.1 Deepening Understanding LTD is a UK-registered limited company (10130990) and trades from Shrubbery House, Rear First Floor, 47 Prospect Hill, Redditch, B97 4BS
- 1.2 The Director of Deepening Understanding LTD is Ben Mayoh, who has led the business since incorporation on 16<sup>th</sup> April 2016.
- 1.3 Deepening Understanding, DU and Discover as well as our website (deepeningunderstanding.co.uk) are all products and services of Deepening Understanding LTD.
- 1.4 All Logos, the business name and all branding remain the intellectual property of Deepening Understanding LTD
- 1.5 Through this website, we provide downloadable teaching resources to schools and teachers and most recently, we have enhanced our services with the launch of DU Discover our brand-new online learning platform. This provides interactive tasks for pupils to complete in and out of the classroom.
- 1.6 As a business, our aim is to support schools, teachers and families in increasing children's **confidence**, assisting them in the **consolidation** of key skills and providing appropriate levels of **challenge**. We refer to this ambition as our 3Cs.

## 2. Registration of primary users

- 2.1 A primary user is defined by DU as *a main account holder, who holds a valid Deepening Understanding subscription.* This is typically a login for a teacher, tutor or parent.
- 2.2 To access and use deepeningunderstanding.co.uk, which includes our downloadable teaching resources and interactive tasks via DU Discover, all primary users must have a valid subscription. We call these *passes*.
- 2.3 When setting up a primary user account, a valid and accurate email address must be provided, and a secure password selected. This should be regularly changed.
- 2.4 If a school has purchased a Deepening Understanding subscription (team pass), the nominated admin or staff member liaising with us may act as an agent to generate an account using your information. Once logged in, you will take complete responsibility to ensure you are complying with all of our terms of use.
- 2.5 Responsibility for all action undertaken through a user's account lies solely with the account holder.
- 2.6 The primary account holder must be the only individual accessing the website through their log in. Sharing of accounts is strictly forbidden and would compromise the integrity of your own data. In such instances, Deepening Understanding LTD will take no responsibility for the leakage of information caused by sharing of accounts.
- 2.7 It is the responsibility of the account holder to log out of their account following an active session on deepeningunderstanding.co.uk. Saving passwords for quick access is discouraged. Both instances could compromise the integrity of your own data. In such cases, Deepening Understanding LTD will take no responsibility for the leakage of information caused.
- 2.8 You must notify us immediately of any changes to the information provided on registration or if you think your details have been compromised.

## 3 Registration of secondary users

- 3.1 A secondary user is defined by DU as *a sub account holder, who makes use of our online learning platform, DU Discover.* This is typically a pupil or student login.
- 3.2 To access and use Discover via deepeningunderstanding.co.uk, all secondary users must be connected to a primary user who has a valid subscription.
- 3.3 Management of secondary users is the responsibility of the primary account holder.

- 3.4 When setting up a secondary user account, teachers must provide a pupils' name and surname. However, the data they provide can be chosen to match their schools' GDPR policies. For instance, pupil accounts can be generated with the students' full names, first names and last initials or anonymous inputs e.g. Child A.
- 3.5 Responsibility for all action undertaken through a secondary user's account lies solely with the account holder and the primary user.
- 3.6 The primary account holder must make the secondary account holder aware that they must be the only individual accessing the website through their log in. Sharing of accounts is strictly forbidden and would compromise the integrity of their own data. In such instances, Deepening Understanding LTD will take no responsibility for the leakage of information caused by sharing of accounts.
- 3.7 It is the responsibility of the primary account holder to notify their secondary users to log out of their accounts following an active session on Discover. Saving passwords for quick access is to be discouraged. Both instances could compromise the integrity of their data. In such cases, Deepening Understanding LTD will take no responsibility for the leakage of information caused.

## 4. Data

- 4.1 All data stored by Deepening Understanding LTD is held on our servers which are provided by WP engine, London.
- 4.2 We take data protection seriously and with strict data protection protocols, we will endeavour to keep your data secure and ensure it is handled in line with UK GDPR standards.
- 4.3 We will store personal data which you provide to us on registration some of which can be found in the 'My Account' tab.
- 4.4 We will archive records of payments we receive from our users and schools.
- 4.5 We reserve the right to monitor your activity on our website, including logs of all downloaded content to prevent account misuse.
- 4.6 All activity of secondary users and how they interact with Discover assignments is logged. This allows us to generate and present data to our primary and secondary users.
- 4.7 We reserve the right to contact primary users with 'active' subscriptions from time to time about our products and services via their email provided. It is your responsibility to unsubscribe from this service.
- 4.8 When a primary user's account has expired, it is the responsibility of the account holder to request that their account is deleted.

4.9 It is the responsibility of primary users to delete any secondary users' accounts which are no longer deemed necessary.

## 5. Conduct

- 5.1 At Deepening Understanding, we trust that our subscribers will maintain fair use of our services. This enables our users to access deepeningunderstanding.co.uk without content-related restrictions and ensure our pricing remains competitive.
- 5.2 The use of any resources from Deepening Understanding LTD is only permitted with a valid subscription. This is now known as a *license*. If your subscription expires, you will not be permitted to store or use our materials for any future purpose. Any known breach of this term (5.2) may result in action being taken against the former account holder by the business.
- 5.3 Resources which you download from deepeningunderstanding.co.uk must not be changed in any way which breaches our copyright. The form of our resources must be maintained and you can claim no right to any amendments of our work, or influences you have gained from the use of our content. We allow minor flexibility as we appreciate that many primary users like to personalise some of our teaching slides to further meet the needs of their class. Another example of this is the permission to 'Snipping Tool' tasks.
- 5.4 Primary users can only use their DU subscription, including our downloadable content and Discover, with their allocated class of pupils. Sharing resources across a year group, key stage or school is not permitted unless you have a valid role in school for example an Intervention Teacher.
- 5.5 None of our resources can be uploaded to school websites, which are accessible in the public domain. We only permit our primary users to place downloadable materials on secure virtual learning environments, whereby only their students can access the content. In some cases, we allow permission for resources to be emailed directly to parents before you do this, seek permission by emailing help@deepeningunderstanding.co.uk.
- 5.6 Users must take their own precautions to ensure that the process, which they employ for connecting to our website, does not expose them to the risk of viruses, malicious computer code or other forms of interference, which may damage their system or device. We take no responsibility for any damages which arise in connection with your use of deepeningunderstanding.co.uk.
- 5.7 When commenting on our resources and contacting DU via our live chat or contact forms, you must not act in ways which could be interpreted as being

harmful, unlawful, abusive, illegal, threatening, harassing or in breach any applicable law.

5.8 We reserve the right to terminate the accounts of users who do not comply with our terms and conditions. In cases of termination, no refunds will be issued.

## 6. Content

- 6.1 All content we provide through our business and services remains the intellectual property of Deepening Understanding LTD
- 6.2 All content and resources are subject to UK-based and international copyright laws and other intellectual property rights. Legal action will be taken against any parties who breach these conditions.
- 6.3 Deepening Understanding LTD retains the right to withdraw, amend and adapt any of our downloadable resources and interactive tasks (for Discover) at any time.
- 6.4 Permission must be sought in writing for changes to our resources other than those allowances outlined in section 5.3 of our terms and conditions.
- 6.5 Occasionally, a mistake may be found within our materials. If you find an error, it is your responsibility to make this known to the business. This can be done by contacting us via our website or using help@deepeningunderstanding.co.uk. If a quality issue is present, this will be rectified in a timely manner.
- 6.6 Deepening Understanding strives to ensure that the content on our website is complete, accurate and current. Despite our best will, information on the site may be inaccurate, incomplete, or out of date from time to time.
- 6.7 During times of website maintenance or server-related issues, it is inevitable that our website and content may be unavailable for undisclosed periods of time. Where notice can be given, we will always inform our users of any 'downtime' using our social media platforms.

## 7. Payment

7.1 When you subscribe to deepeningunderstanding.co.uk, you agree to the payment terms set out by Deepening Understanding LTD and our payment provider, PayPal.

- 7.2 By making payment online, you are declaring that you are using your own credit or debit card or have sough permission from the card holder to make the transaction.
- 7.3 Sometimes, with the integration of PayPal, recurring payment plans are set up. This is not the intention of the business. Therefore, it is your responsibility to ensure that all recurring payments plans are disabled to avoid any accidental future payments.
- 7.4 Once a subscription is taken out by an individual or school, no refunds for the 1-year term will be offered other than in 'exceptional circumstances' in accordance with statutory consumer protection laws. You cannot resell your subscription to another individual.
- 7.5 Individual subscriptions will be valid for one year from purchase. For school users, subscriptions will be valid for one-year from the date of order fulfilment.
- 7.6 Invoices, for school orders, can be requested by contacting us via our contact forms or using help@deepeningunderstanding.co.uk. If you request an invoice, you are committing to the purchase of your subscription. Ensure relevant permission is gained before processing a request. At Deepening Understanding, we trust our clients to receive access to our subscriptions pending payment. If payment is not received within 28 days, access to the website can be cut until the invoice is paid in full and no compensation for the time lost on your subscription will be awarded.
- 7.7 When making a payment, via PayPal, BAC transfer or cheque, Deepening Understanding LTD will take no responsibility for any third party that may have gained unauthorised access to your data.
- 7.8 For any payment disputes, please contact us using our website contact forms or email us using help@deepeningunderstanding.co.uk, ensuring you have provided the evidence we require to investigate your claim.

## 8. Contacting DU

8.1 When you contact Deepening Understanding, we may keep on record any communication held until the end of each financial period. This includes but is not limited to calls, emails, web-based contact forms, live chat threads and messages received across our social media platforms. This includes many third party partners such as Google Mail, Wordpress, Facebook, Twitter and Instagram.

8.2 If you wish to make a complaint, you must raise this through the appropriate channel. This must be emailed to help@deepeningunderstanding.co.uk. You should include a summary of your issue and any relevant evidence to support your claim. The business will then review your complaint and respond to you in writing within 14 business days.