

DATA SHARING AGREEMENT

BETWEEN

- 1) SMARTGRADE LIMITED**
- 2) ARBOR EDUCATION PARTNERS LIMITED**

THIS AGREEMENT is made on

2026

BETWEEN:

- 1) **Smartgrade** (a trading name of **Smartgrade Ltd**), a company incorporated in England and Wales (Company No. **12345678**) with its registered office at **1 Example Street, London, EC1A 1AA** ("**Smartgrade**"); and
- 2) **Arbor Education Partners Ltd**, a company incorporated in England and Wales (Company No. **07513511**) with its registered office at **The Gatehouse, 2 Devonshire Street, London, W1W 5DR** ("**Arbor**").

each a "**Party**" and together the "**Parties**".

The Parties enter into this Agreement on behalf of and as instructed by their following Mutual Customers.

BACKGROUND:

- a) Smartgrade provides a cloud-based assessment platform used by schools and Multi-Academy Trusts.
- b) Arbor provides a cloud-based Management Information System ("**MIS**") used by schools and Multi-Academy Trusts.
- c) The Parties share certain mutual customers ("**Mutual Customers**") who separately contract with both Smartgrade and Arbor respectively.
- d) At the direction of those Mutual Customers, the Parties will exchange limited Personal Data to facilitate interoperability between the Smartgrade platform and the Arbor MIS. Specifically, the Parties' Mutual Customers have requested that Smartgrade assessment data (including student results and grades) be integrated into the Arbor MIS to facilitate unified reporting and analysis.
- e) Each relevant Mutual Customer (as a controller) shall be deemed to have read this Agreement and to have accepted that its terms bind the Parties acting as processors on their behalf by approving the API integration between the Smartgrade platform and the Arbor MIS being used on its behalf.
- f) The Shared Personal Data will only be accessed and processed by the Parties on the documented instructions of the relevant Mutual Customer, and only to enable secure data integration between the two platforms.
- g) The purpose of this Agreement is to set out the framework for the lawful sharing of Shared Personal data between Smartgrade and Arbor, define the principles the Parties will adhere to, and clarify the responsibilities the Parties owe to one another.
- h) This Agreement includes one Schedule specifying the details of the Shared Personal Data.

IT IS AGREED AS FOLLOWS:

1. Interpretation

1.1 The following definitions apply in this Agreement:

Agreement	means this data sharing agreement;
Commencement Date	means the date of this Agreement;
Data Protection Legislation	means all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (and regulations made thereunder); the Privacy and Electronic Communications Regulations 2003 (SI 2003 No. 2426) as amended; and all other legislation and regulatory requirements in force from time to time which apply to a Party relating to the use of personal data (including, without limitation, the privacy of electronic communications);
Data Subject Requests	means the exercise by a data subject of his or her rights under Articles 15 – 22 of the UK GDPR;
Shared Personal Data	means any personal data shared between, and otherwise processed by, a Party or the Parties in the context of this Agreement;
Special Categories of Personal Data	means the categories of personal data set out in Article 9(1) of the UK GDPR;
Term	means the duration of this Agreement, as outlined in Clause 2; and
UK GDPR	means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation), as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018) and s. 205(4) of the Data Protection Act 2018.

- 1.2 For the purposes of this Agreement, the terms “appropriate technical and organisational measures”, “controller”, “data subject”, “Information Commissioner”, “personal data”, “personal data breach”, “processing”, “processor”, shall have the meanings given to them in the Data Protection Legislation.
- 1.3 The Schedule forms part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedule.
- 1.4 In the case of conflict or ambiguity in relation to the sharing of personal data between the terms of this Agreement and the terms of the Services Agreement, the terms of this Agreement shall prevail.

- 1.5 Purposes of data sharing. The Parties agree to only process the Shared Personal Data for the following purposes (**the “Agreed Purposes”**):
- (a) enable data integration between Smartgrade and Arbor platforms, using the Smartgrade Partner API.
 - (b) To allow Arbor to import assessment and related contextual data into a Common Customer’s MIS, as instructed by that Controller.
 - (c) To facilitate secure, accurate, up-to-date assessment and tracking information for a Common Customer’s operational and reporting requirements.
 - (d) To maintain audit trails, data quality, and platform functionality where required by the Controller.
 - (e) To comply with applicable law, including data protection, safeguarding, and cybersecurity requirements.
 - (f) To exercise rights and comply with obligations under this Agreement.
- 1.6 The Parties shall not process the Shared Personal Data in a way that is incompatible with the Agreed Purposes.
- 1.7 The Shared Personal Data shall not be irrelevant or excessive with regard to the Agreed Purposes.
- 1.8 The Schedule sets out details of the Shared Personal Data that will be shared pursuant to this Agreement.

2. Parties’ roles

- 2.1 The Mutual Customers remain controllers of all Shared Personal Data processed by the Parties on their behalf. Each relevant Mutual Customer shall be deemed to accept that this is the case on approving the API integration between the Parties’ respective platforms, having been given an opportunity to review this Agreement.
- 2.2 The Parties act as processors (or, as the case may be, sub-processors) on behalf of (or ultimately on behalf of) the Mutual Customers, as applicable. To be clear, the Parties enter into this Agreement (and shall carry out the Shared Personal Data processing activities) as processors on behalf of the Mutual Customers as controllers.
- 2.3 The Parties are therefore entering into this Agreement on the basis that it binds them as parties acting solely on behalf of (and on the basis of instructions from) their Mutual Customers.
- 2.4 The Parties’ and Mutual Customers’ understanding and intention is that Shared Personal Data will be shared and processed between them as independent controllers. However, to the extent that the Parties and/or Mutual Customers act as joint controllers, then this Agreement shall constitute a transparent determination of their respective responsibilities for compliance with Data Protection Legislation.

3. Points of contact

- 3.1 Each Party shall appoint a single point of contact who will work to reach an agreement with regards to any issues arising from the data sharing and to improve the effectiveness of the data sharing initiative. The points of contact for each of the Parties are:

Smartgrade	
Contact	Joshua Perry
Position / Job title	Managing Director
Email address	josh@smartgrade.co.uk

Arbor	
Contact	Aiden Gaughan
Position / Job title	Senior Product Manager
Contact details	aiden.gaughan@arbor-education.com

4. Compliance with Data Protection Legislation

Each Party shall comply with its respective obligations under Data Protection Legislation (and/or its respective Mutual Customer's obligations under the Data Protection Legislation on its behalf as may be applicable) at all times when processing the Shared Personal Data.

5. Assistance and cooperation

- 5.1 So far as necessary and relevant, each Party shall promptly (and without undue delay) notify the other if:
 - 5.1.1 it receives a Data Subject Request which relates to the Shared Personal Data; or
 - 5.1.2 it receives enquiry, complaint or claim from a data subject, or a notice or communication from the Information Commissioner, or if it becomes subject to an investigation or enforcement proceedings by the Information Commissioner, in each case, which relates to a Party's actual or alleged non-compliance with Data Protection Legislation with respect to the Shared Personal Data; or
 - 5.1.3 it becomes aware of an actual or reasonably suspected personal data breach with respect to the Shared Personal Data (in which case the Party which becomes aware of the personal data breach must notify the other Party within no later than 24 hours).
- 5.2 The notified Party/ies shall provide the notifying Party with such assistance and cooperation as is reasonably requested by that Party in order to address and resolve the Data Subject Request, complaint, claim, notice, communication, proceedings or personal data breach.
- 5.3 Both Parties shall cooperate to assist their Mutual Customers in fulfilling their obligations under the Data Protection Legislation in relation to the eventualities set out in clause 5.1 above.

6. Security

- 6.1 Each Party shall:
 - 6.1.1 at all times process the Shared Personal Data in a manner that ensures its appropriate security, including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage, using appropriate technical and organisational

measures (which, at a minimum, meet the standard required by the applicable Data Protection Legislation, including Article 32 of the UK GDPR);

- 6.1.2 ensure that the Shared Personal Data is stored on secure systems and that all terminals and other means of access are maintained securely in secured premises;
- 6.1.3 ensure that the Shared Personal Data can only be accessed and processed by authorised persons and that such access is at all times managed and auditable;
- 6.1.4 ensure that its personnel are under appropriate confidentiality obligations relating to the Shared Personal Data in addition to having received training on how to handle the Shared Personal Data which is proportionate to their role and the harm that would be caused by the loss or unauthorised disclosure of the Shared Personal Data; and
- 6.1.5 At a minimum, comply with the requirements of the Data Security Schedule set out as Schedule 2.

7. Transfers and third-party processors

- 7.1 The Parties shall not make transfers of the Shared Personal Data to a third party located outside the UK or EEA unless (i) the transfer is to a country approved by the Secretary of State as providing adequate protection pursuant to Article 45 of the UK GDPR; or (ii) there are appropriate safeguards in place pursuant to Article 46 of the UK GDPR; or (iii) one of the derogations for specific situations in Article 49 of the UK GDPR applies to the transfer.
- 7.2 For the purposes of this clause 'transfer' has the same meaning as in Article 44 UK GDPR.
- 7.3 Where any Party appoints a third party processor to process the Shared Personal Data, it shall comply with Article 28 UK GDPR and shall remain liable for the acts and/or omissions of the processor.

8. Retention

- 8.1 The Parties shall only retain Shared Personal Data for as long as is required to provide the relevant service or operation that the relevant Mutual Customer(s) has (have) requested of the Parties, unless a Party is required to retain Shared Personal Data under an applicable legal obligation which is binding on it.
- 8.2 Upon termination of a Mutual Customer's contract with either Party, or upon the request of a Mutual Customer, each Party shall securely delete the Shared Personal Data in accordance with its data retention policy.
- 8.3 The Parties shall process Shared Personal Data for no longer than is strictly necessary to achieve the Agreed Purposes, and in any event shall cease to process Shared Personal Data on the termination or expiry of this Agreement, whichever shall be earlier.

9. Controller Responsibility and Ultimate Liability

- 9.1 The Parties acknowledge and agree that each Mutual Customer remains the controller for all Shared Personal Data shared and processed under this Agreement. As such, each Mutual Customer is ultimately responsible for determining the lawful basis, purposes, and scope of the processing, and for ensuring compliance with all controller obligations under the Data Protection Legislation. Nothing in this Agreement shall be construed as transferring any controller obligations or liabilities to either Party acting as a processor, and the Parties process the Shared Personal Data strictly on the documented instructions of their Mutual Customer.
- 9.2 Notwithstanding the provisions of clause 9.1, the Parties agree that each Party shall be liable for its own acts and omissions in relation to the processing of Shared Personal Data in the context of this Agreement.

9.3 Neither Party shall be liable to the other for indirect or consequential losses arising from the sharing and subsequent processing of Shared Personal Data.

10. Consequences of termination or expiry

10.1 Termination or expiry of this Agreement shall not affect the accrued or continuing rights or obligations of the Parties which shall remain enforceable for such additional period as either Party has any accrued or continuing post termination obligations under this Agreement.

10.2 Termination or expiry of this Agreement shall not affect any provisions hereof which are expressed to survive or to take effect on or after termination or expiry.

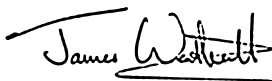
Signed by a duly authorised signatory acting for)
and on behalf of **Smartgrade**


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Joshua Perry

07 / 07 / 2026

Signed by a duly authorised signatory acting for)
and on behalf of **Arbor**


.....

James Weatherill

07 / 07 / 2026

Schedule 1

Subject matter of the data sharing	The purpose of the data sharing is to: (1) enable the secure transfer of assessment data (including student results, grades and related contextual information) from the Smartgrade cloud-based assessment platform to the Arbor Management Information System (MIS); (2) support Common Customers (schools and Multi-Academy Trusts) who use both platforms, by facilitating the integration of Smartgrade assessment data into Arbor to allow unified reporting and analysis; and (3) provide a framework governing the sharing of Personal Data via the Smartgrade Partner API.			
Categories of data subject	Pupils and students whose assessment data (results, grades, identifiers, contextual data) is transferred from Smartgrade to Arbor. School and staff: limited to identifiers (e.g., teacher names or IDs) where needed to associate assessments, classes, or contextual information with staff members.			
Categories of Shared Personal Data	Data	Collected about	Who will access	How used
	Student name, UPN, MIS ID, School URN	Pupils	Smartgrade Arbor	To match and correctly link pupil records between platforms for reporting and analysis
	Assessment metadata (assessment name, subject, family)	Pupils	Smartgrade Arbor	To allow Arbor to map and interpret Smartgrade assessment data within the MIS.
	Assessment results (raw scores, scaled scores, standardised scores, percentile ranks, grades)	Pupils	Smartgrade Arbor	To populate Arbor MIS assessment modules for unified reporting and analytics.
	Teacher identifiers (e.g., name, staff ID)	Teachers with classes or assessments	Smartgrade Arbor	To attribute assessments to teaching staff and support accurate grouping / reporting.
	API log information (user IDs, timestamps, system.	Authorised staff users of either platform.	Smartgrade	To maintain audit trails, ensure data

				integrity, and support security monitoring.
Article 6 UK GDPR legal basis for sharing personal data	The Parties are relying on Article 6(1)(f) of the UK GDPR to share the Shared Personal Data pursuant to this Agreement, namely that the processing is necessary for the purposes of the legitimate interests pursued by the Common Customer (as Data Controller), specifically to enable the integration of Smartgrade assessment data into the Arbor MIS for unified reporting, analysis, and data management. These interests are not overridden by the interests or fundamental rights and freedoms of the data subjects, particularly given the limited, proportionate nature of the data sharing and the safeguards applied. Where any of the Shared Personal Data includes information that may qualify as special category personal data (for example, where assessment data indirectly reveals learning needs or educational support requirements), the Parties rely on Article 9(2)(g) UK GDPR, namely that the processing is necessary for reasons of substantial public interest, on the basis of domestic law, including ensuring the proper provision of education. The Parties will only process such data under the documented instructions of the Common Customer and in accordance with all applicable safeguards.			

Schedule 2

Data Security

When sharing and processing Shared Personal Data in the context of this Agreement, the Parties shall comply with the following requirements (as applicable):

- **API Access:** Arbor shall access Shared Personal Data only via the Smartgrade Partner API using secure authentication as outlined in applicable Smartgrade API documentation.
- **Controller authorisation:** Smartgrade shall only enable API access for Arbor once it has received explicit authorisation from the relevant Mutual Customer.
- **Security measures:** Both Parties shall maintain appropriate technical and organisational measures to provide protection to Shared Personal Data which is adequate and appropriate to address the risks which arise from the anticipated sharing and subsequent processing of Shared Personal Data in the context of this Agreement, including:
 - Encryption of data in transit (TLS 1.2 or higher).
 - Encryption of data at rest.
 - Strict access controls based on the principle of least privilege.
 - Maintaining Cyber Essentials or ISO 27001 certification (or equivalent).
- **Information security documentation:** Arbor shall share with Smartgrade any relevant information security documentation it holds prior to accessing and processing any Shared Personal Data.

Title	Arbor<>Smartgrade Data Sharing Agreement
File name	Data_Sharing_Agre...ade__Arbor_v1.pdf
Document ID	3c8a5231663e0bdf2baf684c75263337c77e515f
Audit trail date format	DD / MM / YYYY
Status	● Signed

Document history

 SENT	07 / 07 / 2026 13:38:08 UTC+1	Sent for signature to James Weatherill (james.weatherill@arbor-education.com) from josh@smartgrade.co.uk IP: 88.97.220.249
 VIEWED	07 / 07 / 2026 14:18:09 UTC+1	Viewed by James Weatherill (james.weatherill@arbor-education.com) IP: 80.209.155.171
 SIGNED	07 / 07 / 2026 14:18:39 UTC+1	Signed by James Weatherill (james.weatherill@arbor-education.com) IP: 80.209.155.171
 COMPLETED	07 / 07 / 2026 14:18:39 UTC+1	The document has been completed.