

# Mime Analytics for Schools

## Privacy Policy

**Effective Date:** This policy is effective from 18<sup>th</sup> May 2018.

### 1. Definitions used in this Privacy Policy

**Effective Date** – The date from which these Terms and Conditions of Use are effective.

**Mime Consulting Ltd** (“we”, “our”, “us”) – The company (registered number 6306298) responsible for developing the System, and the owners of the System.

**Sensitive Data** – Data on individual young people that has been entered or automatically imported into the System

**Services** – Mime Analytics services

**Third Party** – Another organisation which is legally separate to Mime Consulting Ltd.

**Website** – The Mime website you use to analyse your data (including DataPix.org.uk)

### 2. Terms of use

By using Mime Analytics services (“the Services”) you accept and agree to these terms and conditions. Any changes to our terms and conditions will be made on this page.

### 3. Privacy statement

Your privacy and the protection of your data is of the utmost importance to us.

By using the Services, you are consenting to the use of your information as set out in this privacy statement. If you do not agree to any of the provisions of this privacy statement you should not use the Services.

#### A. How we use your data

We collect information to support schools in a range of statutory functions, including:

- **Information about leavers and joiners** from your school including their name and characteristic information such as ethnicity – This is used to fulfil your statutory obligation to submit information on in year leavers and joiners to the Local Authority, and post-16 destinations to the Connexions service
- **Attendance data** – To be shared with the Educational Welfare Service that provides support to your school
- **Exclusions data** – To fulfil your statutory duty to provide information on fixed term and permanent exclusions to the local authority

- **Assessment data** – To fulfil your statutory duty to provide teacher assessment results for Foundation Stage Profile, Phonics, Key Stage 1 and Key Stage 2 to the local authority who will clean and process it and submit to the DfE.

The above information will also be used for aggregate analytical purposes within the local authority and this analysis will also be shared with your school.

### **B. Requesting access to the information we hold about you**

If you wish to access, amend or delete any personal data we hold about you, please contact us at [privacy@mimeconsulting.co.uk](mailto:privacy@mimeconsulting.co.uk).

### **C. Requesting that we delete the information we hold about you**

If you wish for us to remove all information we hold about you, please email us at [privacy@mimeconsulting.co.uk](mailto:privacy@mimeconsulting.co.uk). We will then delete your data within a reasonable period of time. However, we may need to retain some of your personal data to fulfil our legal obligations, or where we have a legitimate reason for doing so.

### **D. Use of cookies**

Cookies are small text files that are placed on your computer by websites that you visit. These text files can be read by these websites and help to identify you when you return to a website.

Where you use the Mime<sup>1</sup> or DataPix<sup>2</sup> websites to access the Services, the website uses cookies to improve the user experience and to provide essential functionality.

To find out how to see what cookies have been set and how to reject and delete cookies, please visit [www.aboutcookies.org](http://www.aboutcookies.org). To opt-out of analysis by Google Analytics on the websites used in delivering the Services, please visit [tools.google.com/dlpage/gaoptout](https://tools.google.com/dlpage/gaoptout).

## **4. Data protection & security**

Your privacy and the protection of your data are of the utmost importance to us and we take data security very seriously. As such:

- Data is encrypted
- All our employees that have access to sensitive data are DBS checked
- Access to sensitive information is protected by username and password. All user passwords are encrypted
- Mime Consulting Limited adheres to a strict information security policy (available on request) which all our employees and subcontractors sign.
- Mime is registered with the Information Commissioners Office (reference: Z1059351)

---

<sup>1</sup> Mime websites include [www.mimeconsulting.co.uk](http://www.mimeconsulting.co.uk), [www.mime.education](http://www.mime.education), <https://datatransfer.mime.education> and <https://datacapture.mime.education>

<sup>2</sup> [www.datapix.org](http://www.datapix.org) and [www.datapix.co.uk](http://www.datapix.co.uk)

- Data is only used for the purposes specifically agreed with you, and never for marketing purposes
- Your data is only retained for as long as is required for us to provide services to you, or where we are required to by law

By using the Services, you are consenting to the use of your school's information as set out in this Privacy statement. If you do not agree to any of the provisions of this Privacy statement you should not use the Services.

#### **A. Retention period**

Unless you have already requested that we remove your data, we will securely delete all sensitive and personally identifiable children data from the System 3 years after your Licence ends. This means that users who come back to us after a period of non-use will still have a history of their data.

Details of System users and their system usage are retained for up to 5 years for audit and analysis purposes after which they are deleted.

## **5. Changes to the Services**

Where there are changes made to the data collected or how it is used, these terms and conditions will be updated accordingly, and users of the Services will be notified by email.

We reserve the right at any time to suspend or discontinue providing the Services, temporarily or permanently, either completely or in particular geographical areas. In the case of any suspension or discontinuation we shall use all reasonable endeavours to notify registered users of such decision in advance.

## **6. Ownership and Copyright**

The Services are protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. Title, ownership rights, and all intellectual property rights in and to the Services and related documentation shall remain with Mime Consulting Limited and/or its licensors (as appropriate). You agree not to modify the code used in delivering the Services, reproduce the Services except as expressly authorised herein, create derivative works of, or attempt to decipher, translate, decompile, disassemble, reverse engineer the Services or otherwise attempt to derive the source code of the Services or assist or encourage any third party in doing so.

## **7. Limitation of Liability and Indemnity**

Whilst we will use reasonable endeavours to correct any errors in the Services as soon as practical once they have been brought to our attention, we make no warranties that the Services will operate without interruption or be error-free.

Neither Mime Consulting Limited nor anyone else who has been involved in the creation, production or delivery of the Services shall be liable for any loss of revenue, profit or data, or for damages (including direct, indirect, incidental, punitive, consequential and special damages), whether in tort, contract or otherwise, arising out of the your or any third party's use or inability to use the Services (including that resulting from a temporary or permanent suspension of service).

Under no circumstances will Mime Consulting Limited be held responsible for the outcomes of any decisions made, or any advice or guidance provided as a result of the information used through the Services.

## **B. Indemnification**

You hereby agree to indemnify, defend and hold harmless Mime Consulting Limited, its successors, assigns, affiliates, agents, directors, officers, employees and shareholders from and against any and all claims, obligations, damages, losses, expenses, and costs, including reasonable attorneys' fees, resulting from:

- any violation by you of these Terms and Conditions of Use; and/or.
- any activity related to your data, be it by you or by any other person accessing your data with or without your consent unless such activity was caused by our act or default.

## **8. Changes and Updates to This Privacy Policy**

We may occasionally update this Privacy Policy and when we do so, we will revise the Effective Date shown. We will contact you by email if any changes are made. Your use of the Services means you accept the Privacy Policy that is shown on the Website at the point of use.