

Data Processing Agreement (Template)

This DPA template is designed for UK schools and trusts. Obtain legal review before signature.

Parties

Controller: [School/Trust Legal Name] Processor: [Your Legal Entity Name] Effective date: [YYYY-MM-DD]

1. Definitions

- UK GDPR, GDPR, Data Protection Legislation: As defined in applicable law.
- Personal Data, Processing, Controller, Processor, Data Subject: As defined in UK GDPR/GDPR.
- Services: Spelling Mastery platform and contracted support.

2. Subject Matter and Duration

Subject matter: Delivery of the Services to the Controller. Duration: For the term of the main services agreement, plus any required deletion/return period.

3. Nature and Purpose of Processing

Purpose:

- Deliver school spelling practice services
- Manage school and student accounts
- Produce educational progress reporting
- Support platform security and operations

Nature of processing:

- Collection, storage, retrieval, consultation, transmission, deletion.

4. Data Types and Categories

Categories of data subjects:

- Students
- Teachers/admin users

Categories of personal data:

- Identity/account data
- Class/group metadata
- Learning/performance records
- Authentication and audit metadata

5. Controller Obligations

Controller shall:

- Ensure a valid lawful basis for processing.
- Provide all required privacy information to data subjects.
- Issue documented processing instructions.
- Respond to data subject rights requests, with processor assistance where required.

6. Processor Obligations

Processor shall:

- Process personal data only on documented instructions.
- Ensure confidentiality obligations for authorized personnel.
- Implement appropriate technical and organizational measures.
- Assist with data subject rights and regulatory cooperation.
- Notify controller without undue delay of personal data breaches.
- Not engage subprocessors without required authorization/notice process.

7. Security Measures

Processor shall maintain measures described in:

- 06-Technical-and-Organisational-Measures-TOMs.md

8. Subprocessors

Current subprocessors and transfer mechanisms are listed in:

- 07-Subprocessor-and-International-Transfers-Register.md

Processor shall:

- Maintain an up-to-date subprocessor list.
- Provide [30] days notice before material subprocessor changes.
- Allow controller to raise reasonable objections.

9. International Transfers

Where personal data is transferred outside the UK/EEA, processor shall implement an appropriate transfer mechanism (for example UK IDTA, UK Addendum to EU SCCs, adequacy decision), plus supplementary safeguards where required.

10. Audit and Information Rights

Processor shall provide reasonable information necessary to demonstrate compliance and support audits, subject to:

- reasonable notice
- confidentiality obligations
- proportionality and security safeguards

11. Incident Notification

Processor shall notify controller without undue delay after becoming aware of a personal data breach. Notification should include known details of:

- nature of breach
- likely consequences
- measures taken or proposed
- contact point for follow-up

12. Data Return/Deletion on Termination

At termination, processor shall (at controller choice):

- return personal data in a structured format, and/or
- securely delete personal data except where retention is required by law.

13. Liability and Priority

Liability and indemnity are governed by the main agreement unless otherwise stated. If conflict exists between this DPA and main agreement on data protection matters, this DPA prevails.

14. Signatures

Controller representative: Name: Title: Date: Signature:

Processor representative: Name: Title: Date: Signature: