Schedule 1

Data Processing Agreement (UK GDPR)

This Data Processing Agreement ("DPA") forms Schedule 1 to the Terms of Service between Prodeo Ltd and the School for the provision of the SMID platform.

This DPA applies automatically when the Terms of Service are agreed and sets out the terms required by Article 28 of the UK General Data Protection Regulation ("UK GDPR").

Data Processing Agreement

SMID (by Prodeo Ltd)
Last updated: November 2026

1. Parties

This Data Processing Agreement ("Agreement") is entered into between:

The School (the "Controller"), and

Prodeo Ltd, a company registered in England and Wales, providing the SMID platform (the "Processor").

This Agreement forms part of the contract under which Prodeo Ltd provides SMID to the School.

2. Purpose and scope

This Agreement sets out the terms under which Prodeo Ltd processes personal data on behalf of the School in connection with the provision of SMID, in accordance with UK data protection legislation.

Prodeo Ltd shall process personal data only for the purpose of providing, maintaining and supporting SMID and related services.

3. Definitions

For the purposes of this Agreement, the terms "personal data", "processing", "controller", "processor", "data subject", "special category data", and "personal data breach" have the meanings given in UK GDPR.

4. Roles of the parties

The School is the Controller of school-controlled personal data processed using SMID.

Prodeo Ltd is the Processor for that school-controlled processing, acting on the School's documented instructions.

This DPA governs Prodeo's processing on the School's behalf. It does not govern Prodeo's separate controller processing of limited school staff contact details for customer administration, relationship management or feature-update marketing, as described in Prodeo's Privacy Notice.

5. Details of processing

5.1 Subject matter

Provision of a cloud-based assessment and tracking platform to support educational functions.

5.2 Duration

For the duration of the contract between the School and Prodeo Ltd, plus a short post-termination period to allow for export and secure deletion.

5.3 Nature and purpose

Processing necessary to:

store, organise and display assessment data

generate reports and analytics

support authorised school users

5.4 Types of personal data

May include:

pupil identifiers and assessment data

class, cohort and progress information

staff user account details

system audit logs

A limited SEND/ALN indicator may be provided where needed. The School must determine and document the applicable Article 9 condition and any DPA 2018 condition. Diagnoses, clinical details and unnecessary sensitive narrative must not be uploaded. The optional AI report-writing feature must not receive pupil names, identifiers, individual learner records or other information identifying a pupil; aggregate summaries only may be submitted.

5.5 Categories of data subjects

pupils (children under 18)

school staff and authorised users

6. Processor obligations

Prodeo Ltd shall:

a. process personal data only on the documented instructions of the School, unless required by law
b. ensure that persons authorised to process the data are subject to confidentiality obligations
c. implement appropriate technical and organisational measures to protect personal data
d. assist the School in complying with its obligations under UK GDPR, including DPIAs and rights requests
e. notify the School without undue delay after becoming aware of a personal data breach
f. make available information necessary to demonstrate compliance with this Agreement

7. Security measures

Prodeo Ltd implements appropriate technical and organisational measures, including but not limited to:

encryption in transit (TLS 1.2 or higher)

encryption at rest

role-based access controls

audit logging

restricted staff access

backup and resilience measures

Further detail is provided in the Information Security & Hosting Overview, which forms part of this Agreement by reference.

8. Sub-processors

8.1 Appointment

The School gives general written authorisation for Prodeo Ltd to appoint the sub-processors listed in the current List of Sub-processors. Prodeo will give the School advance written notice of intended additions or replacements and a reasonable opportunity to object on data protection grounds.

8.2 Current sub-processors

These include:

Amazon Web Services (AWS)

Heroku (a Salesforce company)

OpenAI (for the optional, user-initiated aggregate-only AI feature; pupil names, IDs and individual learner data must not be submitted)

The current Prodeo sub-processors are listed in the Trust & GDPR materials. Wonde is a separate, School-authorised integration provider, not a Prodeo sub-processor. Under Wonde's October 2024 API Agreement, each party acts as a direct processor of School Data on the School's instructions.

8.3 Safeguards

Prodeo Ltd ensures that each sub-processor is subject to written data protection obligations consistent with this Agreement.

9. International transfers

SMID is hosted using UK- and EU-targeted infrastructure as the default.

Core SMID hosting is configured for UK- and EU-based infrastructure. Wonde states that customer data is stored within the EEA; Wonde and Prodeo act as direct processors of School Data on the School's instructions, not as each other's sub-processor. Wonde's published DPIA says Manila-based post-development support does not access customer personal data. OpenAI's published documentation describes an EU regional endpoint for supported API projects. Prodeo has requested EU regional storage for this feature. The optional AI feature receives only aggregate summary text; identifiable pupil data must not be submitted. OpenAI's published API guidance says abuse-monitoring logs may contain prompts and responses and are retained for up to 30 days by default. Where a restricted transfer of personal data occurs, Prodeo will use an applicable UK GDPR transfer mechanism and safeguards.

10. Data subject rights

Taking into account the nature of the processing, Prodeo Ltd shall assist the School, where reasonably possible, to fulfil its obligations to respond to requests from data subjects to exercise their rights under UK GDPR.

Requests should normally be handled by the School as Controller.

11. Data breaches

Prodeo Ltd shall:

notify the School without undue delay upon becoming aware of a personal data breach

provide information reasonably required to support the School's assessment and reporting obligations

12. Deletion and return of data

Upon termination of the contract:

the School may export its data

At the School's choice, Prodeo Ltd shall return or securely delete personal data after the end of the services and delete existing copies, unless UK law requires retention. If the School requests an export, Prodeo will provide it in an agreed format. Deletion from live systems and backups will be completed within the agreed period (typically within three months), unless retention is required by law.

13. Audits and compliance

Prodeo Ltd shall make available information reasonably required to demonstrate compliance with this Agreement.

Audit requests shall be proportionate and subject to reasonable notice, confidentiality, and security considerations.

14. Confidentiality

Prodeo Ltd shall ensure that all persons authorised to process personal data are bound by appropriate confidentiality obligations.

15. Liability

Liability under this Agreement shall be governed by the limitation of liability provisions set out in the main contract between the parties.

16. Governing law

This Agreement shall be governed by and construed in accordance with the laws of England and Wales.