

## 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: February 2026*

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## 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.

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## 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.

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## 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.

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#### **4. Roles of the parties**

- The **School** is the **Controller** of personal data processed using SMID.
- **Prodeo Ltd** is the **Processor**, acting solely on the School’s documented instructions.

Prodeo Ltd does not determine the purposes or means of processing personal data within SMID.

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#### **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

Special category data is **not required** for core functionality and should be minimised by the School.

### **5.5 Categories of data subjects**

- pupils (children under 18)
  - school staff and authorised users
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## **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
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## **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.

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## 8. Sub-processors

### 8.1 Appointment

The School authorises Prodeo Ltd to appoint sub-processors to support the delivery of SMID.

### 8.2 Current sub-processors

These include:

- **Amazon Web Services (AWS)**
- **Heroku** (a Salesforce company)
- **Snowflake** (secure data warehousing and analytics)
- **Wonde** (secure MIS data integration, where authorised by the school)
- **OpenAI** (for optional, user-initiated AI features)

A current list of sub-processors is published as part of Trust & GDPR documentation.

### 8.3 Safeguards

Prodeo Ltd ensures that sub-processors are subject to written agreements imposing data protection obligations consistent with this Agreement.

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## 9. International transfers

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

Where personal data is processed outside the UK or EU by a sub-processor (for example, where AI features are used):

- processing is limited and user-initiated
- appropriate safeguards are in place in accordance with UK GDPR

There are no routine international transfers as part of core SMID hosting.

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## 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.

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## **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
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## **12. Deletion and return of data**

Upon termination of the contract:

- the School may export its data
  - Prodeo Ltd shall securely delete personal data from live systems and backups within agreed timeframes (typically within three months), unless retention is required by law
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## **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.

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## **14. Confidentiality**

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

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## **15. Liability**

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

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## **16. Governing law**

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