Public Sector Analytics Limited

DATA PROCESSING AGREEMENT (DPA)

Between: Public Sector Analytics Limited ("Data Processor") and [School/MAT Name] ("Data Controller")

Company No 14889377 · askkira.ai

1. Purpose of this Agreement

This Agreement outlines the roles and responsibilities of Public Sector Analytics Limited and the Data Controller regarding the processing of personal data, in accordance with the UK GDPR, the Data Protection Act 2018, DfE guidance on AI in education (2023/2025), and Ofsted's AI recommendations on safeguarding, compliance, and staff training.

2. Definitions

Data Controller: The organisation that determines the purpose and means of processing personal data.

Data Processor: Public Sector Analytics Limited, who processes personal data on behalf of the Controller.

Personal Data: Any information relating to an identified or identifiable natural person.

Processing: Any operation performed on personal data, including collection, storage, use, and deletion.

3. Nature of Processing

Public Sector Analytics Limited provides AI-powered educational support tools that may involve:

Creating and managing staff accounts

Analysing educational data to support planning and learning

Generating resources or personalised outputs

Logging audit and usage trails

4. Categories of Data

Public Sector Analytics Limited may process the following types of personal data:

Staff names, roles and contact details

Anonymised pupil data for lesson planning or differentiation

Technical metadata (e.g., device type, IP address)

Sensitive data (e.g., SEND status) must only be uploaded if the lawful basis and safeguards are clearly established by the Data Controller.

5. Sub-Processors

Public Sector Analytics Limited uses the following sub-processors, all subject to UK GDPR and equivalent standards:

Infrastructure: Amazon Web Services (AWS, UK – London region), Microsoft Azure AI Functionality: OpenAI (API – no training on customer data), Google Gemini Education Data Access: Wonde (secure MIS integration)

Security & Performance: Cloudflare (DDoS protection, optimisation)

Analytics: Google Analytics (EEA), Hotjar (behavioural insights – anonymised)

Communication & Support: Google Workspace, MailChimp (email comms, opt-out enabled)

Payments: Stripe (PCI-DSS compliant payment processor)

All sub-processors are subject to data protection standards no less stringent than those set out in this Agreement. The Data Controller will be notified of any new or replacement sub-processors within 4 weeks.

6. Data Security

Public Sector Analytics Limited will:

Implement appropriate technical and organisational measures (encryption, MFA, access controls).

Ensure only authorised staff access personal data.

Monitor system access and integrity.

Undertake regular penetration testing and follow ISO 27001 principles.

Maintain Cyber Essentials certification.

Notify the Controller of any personal data breach without undue delay and no later than 72 hours after becoming aware of it.

7. Data Subject Rights

Public Sector Analytics Limited will assist the Controller in responding to requests to exercise data subject rights, including:

Access

Rectification

Erasure

Objection to processing

Data portability

8. Data Retention and Deletion

Personal data will be retained for the duration of the active subscription.

Upon cancellation: personal data will be deleted within 30 days.

Backups are retained on a rolling basis and securely purged within 90 days.

9. Transfers Outside the UK/EEA

Primary hosting is in the UK (AWS London).

In rare cases, limited processing may take place in the EEA or USA. Such transfers will only occur under approved safeguards such as the UK–US Data Bridge and Standard Contractual Clauses (SCCs).

10. Compliance and Audit

Public Sector Analytics Limited:

Is registered with the ICO (ZB622646).

Maintains Records of Processing Activities (Article 30 UK GDPR).

Will provide documentation of data protection compliance on request.

Will cooperate with audits or inspections upon reasonable request.

Provides DPIA templates and support for Controllers to meet DfE/ICO requirements.

11. Safeguarding and Legal Disclosures

If safeguarding concerns arise (e.g., evidence of risk of harm to a child or adult), the Processor will comply with its legal duty to report in line with UK safeguarding legislation.

12. Insurance and Liability Cover

Public Sector Analytics Limited maintains the following insurance cover:

Public Liability: £2,000,000

Professional Indemnity & Products Liability: £2,000,000

Employers' Liability: £10,000,000

13. Term and Termination

This Agreement remains in force for the duration of the Controller's use of askKira services. It will terminate upon deletion of all personal data following cancellation.

14. Contact

For data protection enquiries:

Public Sector Analytics Limited Data Protection Officer

Email: info@askkira.com

Signed on behalf of [School/MAT Name]: Signed on behalf of Public Sector Analytics Limited:

Name: Name:

Position: Position:

Date: Date:

Signature: Signature: