

# DATA PROCESSING AGREEMENT (DPA)



Between: askKira.com ("Data Processor") and  
[School/MAT Name] ("Data Controller")



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## 1. Purpose of this Agreement

This Agreement outlines the roles and responsibilities of askKira.com 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: askKira.com, 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

askKira.com 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

askKira.com 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.

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## 5. Sub-Processors

askKira.com 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

askKira.com 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.

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## 7. Data Subject Rights

askKira.com 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

askKira.com:

- 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.

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## 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

askKira.com 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.com services. It will terminate upon deletion of all personal data following cancellation.

## 14. Contact

For data protection enquiries:

askKira.com Data Protection Officer

Email: [info@askkira.com](mailto:info@askkira.com)

**Signed on behalf of [School/MAT Name]:**

**Signed on behalf of askKira.com:**

**Name:**

**Name:**

**Position:**

**Position:**

**Date:**

**Date:**

**Signature:**

**Signature:**