

Data Processing Agreement

Between the School (Controller) and TuneEd (Processor) · UK GDPR Article 28

Controller	The School: [school name], [address] Contact: [name, role, email]
Processor	TuneEd: Nathan Sant, trading as TuneEd (sole trader, United Kingdom). Contact: support@tuneed.uk, who will supply a correspondence address on request.
Effective from	[date], and for as long as TuneEd provides the service to the School.

1. What this agreement does

1. The School is the **controller** of the personal data described in Annex 1. TuneEd is the **processor** and processes that data only to provide the TuneEd service.
2. This agreement sets out the terms required by Article 28 of the UK GDPR. It forms part of the agreement between the School and TuneEd for use of the service.
3. TuneEd is a separate controller for its own business records: the names, work email addresses and correspondence of the School's staff contacts, and billing records. That processing is described in TuneEd's privacy notice and is not covered by this agreement.

2. TuneEd's obligations

1. **Documented instructions.** TuneEd processes personal data only on the School's documented instructions, which are: this agreement, the settings the School chooses in the service, and any later written instruction. If TuneEd is required by law to process data otherwise, it will tell the School first unless the law forbids it.
2. **No other use.** TuneEd does not sell personal data, does not use pupil data for advertising, and does not use pupil data to train AI models.
3. **Confidentiality.** Everyone TuneEd authorises to process the data is bound by a duty of confidence.
4. **Security.** TuneEd maintains the measures in Annex 3, which are appropriate to the risk, and keeps them under review.
5. **Sub-processors.** The School gives general authorisation for the sub-processors listed in Annex 2. TuneEd will give the School at least **30 days' notice** by email before adding or replacing a sub-processor, and the School may object on reasonable data-protection grounds; if the objection cannot be resolved, the School may end the service and receive a pro-rata refund. Each sub-processor is bound by terms no less protective than this agreement, and TuneEd remains liable for their acts and omissions.
6. **Helping with individuals' rights.** If a pupil, parent or member of staff contacts TuneEd directly, TuneEd will not respond substantively but will pass the request to the School **within 3 working days**. TuneEd will help the School respond to access, correction, deletion, restriction, objection and portability requests **within 5 working days** of being asked.
7. **Personal data breaches.** TuneEd will notify the School **without undue delay and in any event within 24 hours** of becoming aware of a personal data breach affecting the School's data, with the facts known at that point, the likely consequences, and the steps being taken. TuneEd will keep the School updated and help with any notification the School must make to the ICO or to individuals.

8. **Assessments.** TuneEd will give the School the information it reasonably needs for a data protection impact assessment or for prior consultation with the ICO, and will complete the School's supplier assurance questionnaires on request.
9. **Records and audit.** TuneEd keeps records of its processing and will make available the information needed to show compliance. Once in any 12-month period (or after a breach), TuneEd will answer a written audit questionnaire and, if the School reasonably requires it, allow an audit on reasonable notice, during working hours, without disrupting other schools' data.

3. Keeping and deleting data

1. While the School's subscription is active, TuneEd keeps the data in Annex 1 so pupils and teachers can use the service.
2. If a subscription ends or lapses, access is suspended but nothing is deleted immediately, so the School can renew without losing pupils' work.
3. **TuneEd deletes the School's personal data 12 months after the subscription ends**, unless the School renews or asks in writing for it to be kept or returned sooner.
4. On the School's written request at any time, TuneEd will delete the data, or provide an export in a commonly used electronic format, **within 30 days**. Deletion covers the live database, and any backup export still holding the data is overwritten within 30 days.
5. TuneEd will confirm deletion in writing.

4. Transfers outside the UK

1. Pupil and teacher data is stored and processed in the **United Kingdom and the European Economic Area** (see Annex 2).
2. The one exception is the optional **AI feedback features** (practice essay marking, the revision tutor and knowledge organisers). Where a teacher or pupil uses these, the text of the pupil's own answer is sent to OpenAI in the **United States** for feedback. Names, email addresses and school identifiers are not included. These transfers are made under the European Commission's standard contractual clauses together with the UK International Data Transfer Addendum.
3. The School may ask TuneEd to switch the AI features off for its school, in which case no data leaves the UK/EEA.

5. General

1. If a term of this agreement conflicts with the main service terms, this agreement prevails for data protection matters.
2. Liability is as set out in the main agreement between the parties.
3. This agreement is governed by the law of England and Wales, and the courts of England and Wales have exclusive jurisdiction.

Signed for the School · name, role, date

Signed for TuneEd · name, role, date

Annex 1 — What is processed

Subject matter	Provision of the TuneEd music learning service to the School.
Duration	The subscription, plus the retention period in clause 3.
Nature and purpose	Signing users in; showing learning activities; recording answers, scores and progress; letting teachers set work and review results; sending service emails to staff.
Data subjects	Pupils at the School; teachers and other staff the School adds.

Categories of data	Detail
Identity and contact	Name (as held in the School's Microsoft account), school email address, and the user identifier Microsoft provides at sign-in.
School context	The School, the user's role (teacher or pupil), and class membership where a teacher imports a Teams class. Year group where it can be derived from the email address the School issues.
Learning records	Answers given, marks, scores, progress, badges and rewards, quiz and mock attempts, and written responses typed by the pupil.
Teacher logins (password sign-in schools only)	Teacher name, email address (used as the username) and a salted script hash of their password. Passwords are never stored in readable form. Pupils at these schools have no accounts and no personal data: mock attempts are stored against a seat label such as "Pupil B".
Support	Messages a user sends to support, including anything they choose to include.
Technical	Server request logs, including IP address, held briefly for security and fault-finding.
Not processed	No dates of birth, home addresses, telephone numbers, photographs, or special category data (such as health, ethnicity or SEN status). No pupil payment data. No marketing profiling.

Annex 2 — Sub-processors

Sub-processor	What it does	Location of processing	Safeguard
Supabase	Database holding accounts and learning records	Ireland (EEA)	Adequacy (EEA)
Vercel	Hosting and running the website	London, United Kingdom	UK; provider is US-owned, so its support access is covered by standard contractual clauses and the UK Addendum
Microsoft	Sign-in, and Teams class import where used	The School's own Microsoft tenant	The School's existing Microsoft agreement
OpenAI	AI feedback on pupils' written answers (optional features only)	United States	Standard contractual clauses and the UK Addendum; no names or emails sent; not used for model training
IONOS	Email to staff (welcome and renewal messages)	European Economic Area	Adequacy (EEA)

Also used, not as processors of pupil records: **Vercel Web Analytics** for page-view counts, which does not use cookies and does not identify individuals; and **YouTube**, which supplies embedded videos in privacy-enhanced mode, so Google receives the viewer's IP address when a video loads and sets cookies only if the video is played.

Annex 3 — Security measures

Measure	What TuneEd does
Authentication	Where the School uses Microsoft sign-in, authentication is delegated to Microsoft using the School's own accounts: TuneEd never sees, receives or stores passwords, and inherits the School's multi-factor authentication and conditional access rules. Where the School uses TuneEd logins, passwords are stored only as salted script hashes, are replaced by the teacher at first sign-in, and the login pauses for 15 minutes after repeated failures.
Access control	Only accounts from the School's own Microsoft tenant — or, for password sign-in schools, the teacher logins TuneEd issues to the School — can reach the School's data. Teachers see only their own school. Administrative access to the platform is limited to TuneEd's owner and protected by multi-factor authentication.
Separation	Every record is tagged with the school it belongs to, and access checks are applied on the server for every request, so one school cannot see another's data.
Encryption	HTTPS/TLS for all traffic; the database is encrypted at rest by the hosting provider, and TuneEd's own backup exports are held on encrypted storage in the United Kingdom.
Logging	Changes to school access, teacher accounts and subscriptions are recorded in an audit log with the account that made them.
Resilience	TuneEd takes a full export of the database at least weekly, and before any change to the database structure. The last four exports are kept on encrypted storage outside the hosting provider, and the structure of the database is held in version control, so the service can be rebuilt from an export. Restores are tested at least once each school year.
Least data	Pupil records are created only from a teacher's own Teams class import or a pupil signing in; TuneEd does not synchronise the School's directory.

Before signing: this document has been prepared for TuneEd but has not been reviewed by a solicitor. Both parties should take their own advice.