

Data Processor Agreement

ProvisionIQ Ltd — UK GDPR Article 28 Data Processor Agreement

Document	Data Processor Agreement (DPA) / Data Processing Addendum
Version	1.0
Date	22 May 2026
Parties	ProvisionIQ Ltd (Processor) and [School / LA / Trust Name] (Controller)
Legal basis	UK GDPR Art. 28 · Data Protection Act 2018
Usage	This DPA is entered into by all licensed customers of ProvisionIQ Ltd

Legal Notice

This Data Processor Agreement is a legally binding contract between ProvisionIQ Ltd (the Processor) and the licensed school, trust, or local authority (the Controller). It is required by UK GDPR Article 28(3).

By entering into a ProvisionIQ licence agreement, the Controller agrees to be bound by the terms of this DPA. A signed copy should be retained by both parties.

This template does not constitute legal advice. Controllers should seek independent legal review before execution.

1. Parties

Party	Details
Controller	[School / Trust / Local Authority Name], [Registered address], [DPO contact / designated lead]
Processor	ProvisionIQ Ltd, 2 Houlder Drive, Howden, DN14 7ZU, Company No. 17240497 DPO: dpo@provisioniq.co.uk

2. Processing Details (Article 28(3))

Element	Detail
Subject matter	Access to and use of the ProvisionIQ SaaS platform for SEND Individual Support Plan management
Duration	For the term of the licence agreement between Controller and Processor, plus data return/deletion period
Nature and purpose	Collection, storage, retrieval, organisation, structuring, disclosure, and deletion of personal data to enable ISP creation, management, review, and reporting
Type of personal data	Pupil identifying data; SEND classification; ISP content; health and medical data; safeguarding records; parent/carers contact data; staff account data, as further described in Schedule 1
Categories of data subjects	Pupils (children aged 3–25); parents and carers; school staff; LA officers; external specialists
Controller's obligations	As specified in the licence agreement, ProvisionIQ's Terms of Service, and applicable data protection law

3. Processor Obligations (Article 28(3))

ProvisionIQ Ltd, as Processor, commits to the following:

Obligation	How ProvisionIQ Complies
Process only on Controller's documented instructions	All processing is determined by the Controller's use of the platform. ProvisionIQ does not use personal data for its own purposes. If required to process by law, ProvisionIQ will inform the Controller (unless prohibited).
Ensure persons authorised to process are bound by confidentiality	All ProvisionIQ staff and contractors with data access sign confidentiality agreements and undergo background checks. Confidentiality obligations survive employment termination.
Implement appropriate technical and organisational measures (Art. 32)	AES-256 encryption at rest; TLS 1.3 in transit; RBAC; MFA; immutable audit logs; Cyber Essentials Plus; annual CREST pen test. Full details in Schedule 2.
Not engage sub-processors without Controller's prior authorisation	Sub-processors listed in Schedule 3. Controller authorises current list by signing this DPA. ProvisionIQ gives 14 days' notice of any new sub-processor; Controller may object within 14 days.

Assist the Controller with data subject rights requests	ProvisionIQ provides technical tools (export, delete, restrict) and will assist with rights requests within 5 business days of Controller's instruction.
Assist with security obligations, breach notification, DPIAs	ProvisionIQ notifies Controller of personal data breaches within 48 hours; provides information for DPIAs; assists with Art. 32 security assessments on request.
Delete or return data at end of processing	On contract termination: 30-day export window; then deletion within 60 days (cryptographic erasure); written confirmation of deletion within 10 business days of final purge.
Provide information to demonstrate compliance; permit audits	ProvisionIQ provides security documentation on reasonable request. Annual audit rights: Controller (or appointed auditor) may audit ProvisionIQ's compliance on 30 days' written notice.

4. Sub-Processor Provisions

ProvisionIQ engages the sub-processors listed in Schedule 3 (Sub-Processor Register). By signing this DPA, the Controller provides general written authorisation for those listed sub-processors, subject to the following:

- ProvisionIQ will give at least 14 days' written notice before engaging any new sub-processor or replacing an existing one.
- The Controller may object to a new sub-processor within 14 days. If the Controller objects and ProvisionIQ cannot accommodate the objection, either party may terminate the licence agreement on 30 days' notice.
- ProvisionIQ imposes the same data protection obligations on all sub-processors via binding written contracts. ProvisionIQ remains fully liable to the Controller for sub-processor performance.

5. Security Measures (Article 32 Summary)

The technical and organisational security measures applied by ProvisionIQ are set out in Schedule 2 and summarised below:

- Encryption of personal data at rest (AES-256) and in transit (TLS 1.3)
- Role-based access control; multi-factor authentication for all staff; privileged access reviews quarterly
- Immutable audit logs of all data access and modifications made to records in the platform
- Regular vulnerability scanning; annual CREST-accredited penetration test
- Cyber Essentials Plus certification
- Automated backups with hourly RPO; geographic separation; tested quarterly
- Incident response capability with 72-hour ICO notification compliance

6. Data Transfers

ProvisionIQ commits that all personal data is stored and processed in the United Kingdom. No personal data is transferred outside the UK. Sub-processors who process any data outside the UK are subject to a UK International Data Transfer Agreement (IDTA) or equivalent safeguard, details of which are available on request.

7. Term and Termination

This DPA is co-terminus with the licence agreement. On expiry or termination of the licence agreement, ProvisionIQ will, at the Controller's election, return or delete all personal data within the timescales specified in Section 3 above. ProvisionIQ will provide written certification of deletion.

8. Liability

Each party's liability under this DPA is subject to the limitations set out in the licence agreement. ProvisionIQ's liability as Processor for its sub-processors' acts and omissions is limited to what ProvisionIQ could reasonably have prevented through proper oversight.

9. Governing Law

This DPA is governed by the laws of England and Wales. Any dispute shall be referred to the courts of England and Wales.

SCHEDULE 1. Categories of Personal Data

Category	Examples	Sensitivity
Pupil identifying data	Name, DOB, UPN, gender, photograph	Standard personal data
Educational data	Year group, class, MIS reference, attendance	Standard personal data
SEND classification	SEND category, area of need, EHCP/ISP status	Sensitive education records
ISP content	Needs, SMART outcomes, interventions, review notes	Sensitive education records
Health and medical data	Diagnoses, therapy, medication where recorded in ISP	Special category (Art. 9)
Safeguarding data	Concern flags, referral records	Special category (Art. 9)
Family data	Parent/carer names, contact details, portal contributions	Standard personal data
Staff data	Name, role, email, login records	Standard personal data

SCHEDULE 2. Technical and Organisational Measures

See ProvisionIQ's Information Security Policy and security certifications (available at provisioniq.co.uk/certifications and on request) for full details of all technical and organisational security measures.

SCHEDULE 3. Sub-Processor Register

See the current Sub-Processor Register at provisioniq.co.uk/sub-processors. ProvisionIQ will update this register within 14 days of any change and notify the Controller accordingly.

SIGNED for and on behalf of ProvisionIQ Ltd:

Field	ProvisionIQ Ltd
Authorised signatory	[Name]
Title	[Title]
Date	[DD/MM/YYYY]
Signature	_____

SIGNED for and on behalf of the Controller:

Field	Controller (School / Trust / LA)
Organisation name	[Full legal name]
Authorised signatory	[Name]
Title	[Headteacher / CEO / DPO]
Date	[DD/MM/YYYY]
Signature	_____

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