FOR YOUR DPO / DATA-PROTECTION LEAD

Data Processing Agreement

An unsigned processor-terms template — for review and signature with your DPO

Data Processing Agreement (Processor Terms)

Prepared July 2026 against ICO guidance on contracts and liabilities between controllers and processors (UK GDPR Art. 28(3)). This is an *unsigned template* for review and signature with your DPO — it is not legal advice, and it does not itself create a contract until executed by both parties.

About this document

This is a template Data Processing Agreement (DPA) offered by **PracticeCoach** (the "Processor") to a **school music department** (the "Controller") that deploys PracticeCoach for its pupils.

- **Roles are fixed and stated up front:** the **school is the data controller** and **PracticeCoach is the data processor** for pupils processed under a school deployment. This is the standard UK edtech shape and the first thing a school DPO will confirm. (See *School Department Expansion* §6, and the ICO's June 2026 *Edtech examined* report, which found controller/processor misclassification to be a widespread problem — arriving with roles already clear is the point of this template.)
- It is intended to sit alongside, or as an annex to, the school's own commercial agreement or purchase order with PracticeCoach.
- It mirrors the **eight mandatory clauses of UK GDPR Article 28(3)**, which every controller–processor contract must contain. Each of the eight is called out explicitly below so your DPO can check coverage at a glance.
- Where a clause depends on facts that can drift (sub-processor list, backup windows, project region), the template points to the companion **DPIA Information Pack** and **Data Retention Statement**, and asks you to re-confirm the live figure at signing rather than trust a stale number here.

Terms not defined here take the meaning given in the UK GDPR and the Data Protection Act 2018 (as amended, including by the Data (Use and Access) Act 2025).

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1. Definitions and roles

- **Controller** — the school / music department that determines the purposes and means of processing pupils' personal data.
- **Processor** — PracticeCoach, which processes that personal data only on the Controller's behalf.
- **Sub-processor** — any third party engaged by the Processor to process personal data on the Controller's behalf (the current list is in the DPIA Information Pack).
- **UK GDPR** — the retained EU General Data Protection Regulation as it forms part of the law of the UK, read with the Data Protection Act 2018.

The Processor shall process personal data **only** in its capacity as processor for the Controller in respect of pupils enrolled under the school deployment. The Processor's separate direct-to-consumer relationship with individual users of the wider PracticeCoach service is outside the scope of these terms.

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2. Subject-matter, duration, nature and purpose (Art. 28(3) opening requirements)

- **Subject-matter:** provision of the PracticeCoach practice-management service to the Controller's pupils, teachers and (where applicable) guardians.
- **Duration:** for the term of the Controller's subscription / deployment, and any wind-down period agreed for delete-or-return under clause 3(g).
- **Nature and purpose of processing:** hosting and processing of practice data so pupils can plan and log practice, and so teachers can support them; delivery of *organisational* practice plans built by fixed rules from the pupil's own data (PracticeCoach schedules **what** to practise — it does not give teaching or technique advice), and the AI-assisted features listed in the DPIA Information Pack (assistant, wording, score-page reading, voice transcription).
- **Types of personal data and categories of data subject:** set out in the companion **DPIA Information Pack** (data categories, data subjects, purposes, sub-processors, locations). That pack forms part of the documented instructions under clause 3(a).

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3. The eight mandatory processor obligations (UK GDPR Art. 28(3)(a)–(h))

The Processor shall:

(a) Process only on documented instructions — Art. 28(3)(a)

Process the personal data **only on the documented instructions of the Controller**, including with regard to transfers of personal data to a third country, unless required to do otherwise by UK or EU law (in which case the Processor shall inform the Controller of that legal requirement before processing, unless the law prohibits such notice on important grounds of public interest). The Controller's documented instructions are constituted by these terms, the subscription configuration, and the DPIA Information Pack. **The Processor shall inform the Controller if, in its opinion, an instruction infringes the UK GDPR or other data-protection law.**

(b) Confidentiality of personnel — Art. 28(3)(b)

Ensure that **persons authorised to process the personal data have committed themselves to confidentiality** or are under an appropriate statutory obligation of confidentiality. Access to Controller data is limited to personnel who need it to deliver or support the service.

(c) Security of processing — Art. 28(3)(c) → Art. 32

Take **all measures required by Article 32** (security of processing), taking account of the state of the art, the costs of implementation, and the nature, scope, context and purposes of processing. In this deployment those measures include: encryption in transit (TLS); encryption at rest at the datastore layer; **row-level security so each user can access only their own data**; role-scoped access for teachers and guardians via explicit consent objects; least-privilege service credentials; and audit-logged administrative actions. The specific technical and organisational measures are described in the DPIA Information Pack and may be updated to maintain or improve the security posture.

(d) Sub-processor engagement and change-notification — Art. 28(3)(d) → Art. 28(2), 28(4)

Not engage another processor (**sub-processor**) without the Controller's **prior specific or general written authorisation**. The Controller gives **general written authorisation** to the sub-processors listed in the DPIA Information Pack. Where the Processor intends to **add or replace a sub-processor**, it shall **notify the Controller in advance** and give the Controller the opportunity to object; if the Controller reasonably objects, the parties will work in good faith to resolve it (including, if necessary, the Controller's right to terminate for that processing). The Processor shall impose on each sub-processor, by contract, the **same data-protection obligations** set out here, and remains **fully liable** to the Controller for the sub-processor's performance.

> **Note on AI providers.** *PracticeCoach's AI layer (assistant, wording, score-page reading, transcription — plans themselves are built by code) is built on a provider-swappable seam whose currently active provider is named in the DPIA Information Pack. Any future change of AI provider is handled through* **this Art. 28 sub-processor change-notification clause** *— that is the honest, contractual mechanism for such a switch, not a silent substitution.*

(e) Assist with data-subject rights — Art. 28(3)(e)

Taking account of the nature of the processing, **assist the Controller by appropriate technical and organisational measures**, insofar as possible, in fulfilling the Controller's obligation to respond to requests to exercise data-subject rights (access, rectification, erasure, restriction, portability, objection). PracticeCoach's shipped self-serve data-rights tooling (export, and the 14-day-grace-then-purge deletion path described in the Data Retention Statement) is the primary mechanism for this assistance.

(f) Assist with Art. 32–36 obligations — Art. 28(3)(f)

Assist the Controller in ensuring compliance with its obligations under **Articles 32 to 36**, taking account of the nature of processing and the information available to the Processor. This includes: security of processing (Art. 32); **personal-data-breach notification** to the Controller **without undue delay** after becoming aware of a breach, with the information the Controller needs to meet its own Art. 33/34 duties (Art. 33/34); providing information to support the Controller's **DPIA** (Art. 35 — see the DPIA Information Pack); and prior consultation with the ICO where required (Art. 36). **The DPIA duty itself remains the Controller's** — PracticeCoach supports it but does not discharge it.

(g) Delete or return at end of processing — Art. 28(3)(g)

At the Controller's choice, **delete or return all the personal data** to the Controller after the end of the provision of services relating to processing, and **delete existing copies**, unless UK or EU law requires storage of the personal data. This is executed **on the Controller's written instruction** at end of contract. (The Data Retention Statement is honest that end-of-contract bulk offboarding is currently a manual, service-role operation carried out on that written instruction — not an automated self-serve process.)

(h) Make available information + allow audits — Art. 28(3)(h)

Make available to the Controller all information necessary to demonstrate compliance with the obligations laid down in Article 28, and **allow for and contribute to audits**, including inspections, conducted by the Controller or another auditor mandated by the Controller. Audits are subject to reasonable notice, confidentiality, and scheduling that avoids disruption to the service or to other customers' data. The DPIA Information Pack and this DPA are the starting point for demonstrating compliance.

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4. International transfers

The primary datastore for pupil data is EU-resident (see the DPIA Information Pack for the current region and per-sub-processor location). Where any sub-processor processes personal data outside the UK, the Processor shall ensure an appropriate **transfer safeguard** is in place (for example the UK International Data Transfer Agreement, or the UK Addendum to the EU Standard Contractual Clauses) and shall record it in the DPIA Information Pack sub-processor table. Transfers are made only on the Controller's documented instructions under clause 3(a). **Confirm the live region and transfer basis for each sub-processor at signing** — these can change.

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5. Children's data

Pupils processed under this deployment are children. The Processor's product posture is designed to align with the ICO's **Age Appropriate Design Code** (protective defaults, data minimisation such as age-bands rather than dates of birth in teacher views, teen-held in-product transparency and control). Because PracticeCoach is also offered direct-to-consumer to users aged 13+, the Children's Code applies to the service; the in-product teen consent remains the transparency-and-control mechanism even where **this DPA is the contractual basis** for the school deployment. ICO guidance in this area is under review following the Data (Use and Access) Act 2025 — **re-check at pilot/signing time.**

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6. Liability, term and signature

- These terms take effect on signature by both parties and continue for the duration in clause 2.
- Nothing in this template limits either party's obligations or liabilities under the UK GDPR or the Data Protection Act 2018.
- This is a **template**. Figures, sub-processors and safeguards must be confirmed live at signing, and the whole pack should have a one-off legal review before a real pilot.

	Controller (School)	Processor (PracticeCoach)
Name		
Signatory		
Role		
Date		

This document was prepared July 2026 against ICO guidance on contracts and liabilities between controllers and processors (UK GDPR Art. 28). It is an unsigned template for review and signature with your DPO. It is not legal advice. Regulatory positions verified 2026-07-10; re-verify against current ICO guidance and legislation.gov.uk at signing.