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AI-generated content may be incorrect.Standard Data Processing Agreement (DPA)**

Between:  
**Nautilus Education Ltd** (“Processor”)  
and  
**[School Name]** (“Controller”)  
**Effective Date**: [Insert Date]  
**Duration**: This agreement remains in effect for the duration of the Controller’s use of the Nautilus platform.

**1. Purpose of the Agreement**

This Data Processing Agreement governs the processing of personal data by Nautilus Education on behalf of the Controller, in connection with the provision of its school leadership platform.

**2. Nature and Purpose of Processing**

**• Nature:** Collection, storage, retrieval, and transmission of staff and pupil data, including names, work email addresses, and visual media

• **Purpose:** To enable secure access, facilitate educational observations, support reporting functionality, and allow for the lawful use of staff and pupil photographs or videos in leadership, safeguarding, and professional development contexts

• **AI Analysis:** The platform may use artificial intelligence (AI), including services provided by OpenAI, to analyse lesson observation data. This processing supports the identification of pedagogical patterns, enhances reporting insights, and informs school leadership and professional development strategies. Where personal data is involved, processing is conducted in accordance with applicable data protection laws and subject to appropriate safeguards.

• **Sensitive Data:** Pupil photos and videos may be processed where explicitly authorised by the Controller and in accordance with applicable data protection law

**3. Types of Personal Data**

* Staff full name
* Work email address
* Pupil photograph or video (where uploaded or recorded by the Controller)

**4. Categories of Data Subjects**

* School staff authorised to use the Nautilus platform
* Pupils whose images or videos are captured or uploaded by the Controller

**5. Duration of Processing**

* Personal data is processed for the duration of the user’s active engagement with the platform
* Data is deleted or anonymised upon account closure, inactivity (12 months), or request
* Pupil images and videos are retained only as long as necessary for the specified educational purpose and are subject to deletion upon instruction from the Controller

**6. Processor Obligations**

Nautilus Education shall:

* Process personal data only on documented instructions from the Controller
* Ensure confidentiality and restrict access to authorised personnel
* Implement appropriate technical and organisational measures to ensure data security
* Assist the Controller in fulfilling data subject rights
* Notify the Controller of any personal data breach without undue delay
* Maintain records of processing activities
* Support audits or inspections upon reasonable notice

**7. Subprocessing**

* Hosting is provided by Amazon Web Services (AWS), certified under ISO 27001, ISO 27017, and ISO 27018
* No other subprocessors are engaged
* The Controller will be notified of any intended changes to subprocessors

**8. International Transfers**

* All data is hosted within the UK/EU
* No international transfers are made outside of approved jurisdictions

**9. Data Subject Rights**

Nautilus Education will assist the Controller in responding to requests from data subjects, including access, rectification, erasure, and objection.

**10. Security Measures**

* Encryption in transit and at rest
* Role-based access control
* Multi-factor authentication for administrative access
* Regular backups and vulnerability scanning
* Secure use of portable devices in line with internal policy

**11. Termination and Data Return/Deletion**

Upon termination of the agreement, Nautilus Education will:

* Return or delete all personal data as instructed by the Controller
* Delete backup archives within 30 days unless otherwise agreed

**12. Liability and Indemnity**

Each party shall be liable for its own breaches of data protection law. The Processor shall indemnify the Controller against losses arising from unauthorised processing, subject to limitations agreed in the main service contract.

**13. Governing Law and Jurisdiction**

This agreement shall be governed by the laws of England and Wales. Any disputes shall be subject to the exclusive jurisdiction of the courts of England and Wales.

**Signed by:**  
**Controller Representative**  
Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Position: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Processor Representative (Nautilus Education Ltd)**  
Name: David Rushby  
Position: Company Director and DPO  
Date: 12/9/25