DATA PROCESSING AGREEMENT

For schools and trusts: *the pupil data, in writing.*

Version 1.0, effective 1 November 2026. A copy to keep or to sign on paper: sprilo-dpa-v1.0.pdf.

This agreement is between the school or multi-academy trust using Sprilo with its pupils (the controller, "you") and Sprilo Ltd, a company registered in England and Wales, company number 17520631, registered office 128 City Road, London EC1V 2NX (the processor, "Sprilo", "we"). It applies wherever Sprilo processes pupils' personal data on your behalf, as Article 28 of the UK GDPR requires, whether the school pays for its teachers' places or an individual teacher holds the account. Where it differs from the terms on data protection, this agreement wins. The privacy notice describes the same processing for families and teachers.

How this agreement is entered into

Either of two ways. In Sprilo: when the first class for your school is created, the person creating it ticks "I am authorised by [school name] to accept the Sprilo data processing agreement, version 1.0, on its behalf" and gives their name and role. Sprilo records the name, role, school, version and time, and emails a confirmation with a copy of this agreement to that person and to hello@sprilo.co.uk; the record and the email are both sides' copy, and the acceptance shows on the account page. Or on paper: print or download the PDF, have it signed by someone authorised to bind the school, and return it to hello@sprilo.co.uk; we record the signed copy against the school's account. A school that has already accepted in Sprilo may also return a signed copy if its own procedures ask for one. No pupils can be added until one of these has happened.

1. Roles

You are the controller of pupil data: you decide whether Sprilo is used with your pupils. Sprilo is the processor and acts only on your documented

instructions: this agreement, the choices your teachers make in Sprilo, and anything else you ask of us in writing.

2. What is processed, and why

ITEM	DETAIL
Purpose	So a teacher can set practice on the lessons they have taught, pupils can do it in the pupil app without an account, the teacher can see who practised and who needed help, and the class's phonics progress can be recorded in one place.
Pupils' data	First name and surname initial in the form "Alfie J"; the class and year group; which missions were set; for each pupil and mission, whether it was done, part done or flagged as stuck, a score out of the number of questions, when it was finished, and for each question whether it was right first time, right after another try, or needed the answer shown. The phonics tracker: for each pupil and each phonics lesson, the teacher's own mark of not yet assessed, working on it, secure or fluent. No answers typed, no keystrokes and no time on task.
Sprilo Studio	Studio is for teachers only and receives no pupil data by design. A practice question Studio suggests reaches pupils only after the teacher approves it; the approved questions are then set as a mission like any other, and the results above are recorded in the same way.
Never collected	A pupil's surname, date of birth, email, photograph, address, or any health, SEND or other special-category information. There is nowhere in Sprilo to write notes about a child, and Sprilo Studio refuses a request that names a pupil from the teacher's classes.
Data subjects	Pupils, and the teachers who hold the accounts.
Duration	While your school or trust uses Sprilo, then until deletion under section 8.

3. What Sprilo will do

1. Process pupil data only on your documented instructions, including on any transfer outside the UK, unless the law requires otherwise (and then tell you first, unless the law forbids it).
2. Make sure everyone who can see pupil data is bound to keep it confidential.

3. Keep the security measures in section 6 in place.
4. Use other processors only as section 5 allows.
5. Help you answer requests from pupils and families about their data, and help with your data protection impact assessment.
6. Tell you without undue delay after becoming aware of a personal data breach affecting your pupils, with what you need to meet your own duties.
7. Delete or return pupil data when you ask, or when the service ends (section 8).
8. Give you the information you need to show this agreement is kept, and allow audits as section 7 describes.

4. What you will do

Decide that Sprilo is right for your pupils, tell families about it (Sprilo's letter home and privacy notice are written for this), make sure the person who accepts this agreement is authorised to do so, and give teachers only first names and surname initials when they set up classes.

5. Other processors

You give general permission for Sprilo to use the processors listed below. Each is bound by data protection terms at least as protective as these. We tell you at least 30 days before adding or changing one, and you may object on reasonable data protection grounds.

PROCESSOR	WHAT IT DOES	PUPIL DATA	WHERE
OVHcloud	Runs Sprilo and its database, and keeps its own daily backup of the server	Stored	France, in the European Economic Area
Cloudflare	Domain registrar and name servers for sprilo.co.uk	None	Under Cloudflare's data processing terms
Stripe	Teacher and school billing	None	Under Stripe's data processing terms

Apple (iCloud Mail)	Service emails to teachers	None	Apple stores iCloud Mail on its own servers, which may be outside the UK, under Apple's iCloud terms and its UK data transfer safeguards. Service emails carry a teacher's name and address, never pupil data.
Anthropic	Writes Sprilo Studio draft lessons from a teacher's request (teachers only)	None: Studio refuses pupil names and removes email addresses and phone numbers	United States, under the UK Addendum to the EU Standard Contractual Clauses
Google	Only when a teacher chooses Open in Google Slides or posts tonight's practice to Google Classroom: that one file or link goes to the teacher's own Google account	None: the link carries the class code, never a pupil's name	Under Google's own terms for the teacher's account

6. Security

Traffic is encrypted in transit (HTTPS). Teacher passwords are stored only as salted hashes (scrypt). Sign-in and class-code lookups are rate limited. The database is backed up every night; the backup is encrypted and kept for 30 days, with a second encrypted copy held in the European Economic Area, and OVHcloud keeps its own daily backup of the server. Pupils have no accounts or passwords, and the pupil app has no messaging or contact between children. Downloads carry a licence line with the teacher's name and school, never a pupil's.

7. Transfers outside the UK, and audits

Pupil data is stored in France, in the European Economic Area, which the UK treats as providing adequate protection. The only processor outside the UK and the EEA is Anthropic, for Sprilo Studio, which receives no pupil data by design.

You may audit how this agreement is kept once a year, on 30 days' written notice to hello@sprilo.co.uk, and at any time after a personal data breach affecting your pupils. An audit starts with a written questionnaire, which we answer within 30 days with the documents that support the answers. If the questionnaire does not settle a reasonable concern, we give reasonable on-site or remote access to the systems and records that process your pupils' data, during working hours and without disrupting other schools' service; where your own regulator requires on-site access, we give it. Sprilo answers the questionnaire at its own cost; anything beyond that is at your cost unless it finds a breach of this agreement.

8. Deletion and return

A teacher can remove a pupil at any time, and delete their results straight away; otherwise a removed pupil's name and results are deleted after 60 days, and an archived class after 60 days. You can ask for a class to be deleted at once, with its pupils, results and phonics tracker marks, by emailing hello@sprilo.co.uk; we do it the same working day. When your school or trust stops using Sprilo, or asks, we delete all pupil data within 60 days and delete any remaining copies, unless the law requires us to keep them; a deleted record can remain in an encrypted backup for up to 30 days after that, then it is gone from there too. Return of data is by the account export: each teacher's account page gives their classes, pupils, missions, results and phonics tracker marks as one JSON file, and on request we give the same for every teacher at your school in one file.

9. Liability and law

Liability is as set out in the terms. This agreement is governed by the law of England and Wales.

Signed for Sprilo Ltd by Jack Rhys Mathias, director, on the effective date above. The school accepts as described above.