

Atlas Study Data Processing Agreement for Schools

Approved by Sahil Ahmad for EDS Education Ltd on 28 October 2026.

Version 1, approved 28 October 2026. Made under Article 28 of the UK GDPR and the Data Protection Act 2018.

1. Parties

1.1 The school (the "Controller"): the school, academy trust or other organisation named on the order form or signature page below.

1.2 EDS Education Ltd (the "Processor"), a company registered in England and Wales with company number 11334874, which provides Atlas Study ("Atlas"). Contact for this agreement: Sahil Ahmad, privacy lead, support@edseducation.com.

1.3 This agreement forms part of the school's agreement to use Atlas (the "Main Agreement", including the Atlas Terms at /terms on the Atlas website). If they conflict on personal data, this agreement wins.

2. Definitions

Words such as "personal data", "processing", "controller", "processor", "data subject", "personal data breach" and "supervisory authority" have the meanings in the UK GDPR. "Data Protection Law" means the UK GDPR, the Data Protection Act 2018, the Privacy and Electronic Communications Regulations 2003 and any law that replaces them. "Sub-processor" means a third party the Processor engages to process School Personal Data. "School Personal Data" means the personal data described in Schedule 1 that the Processor processes for the school under the Main Agreement.

3. Roles

3.1 The school is the controller of School Personal Data. EDS Education acts as its processor, only on the school's documented instructions.

3.2 The school's instructions are this agreement, the Main Agreement, and what the school's staff do in Atlas (for example setting homework, adding pupils, linking parents, importing a Google Classroom class list, releasing marks or asking for an export or deletion). The school may give further written instructions to support@edseducation.com.

3.3 The Processor tells the school at once if it believes an instruction breaks Data Protection Law, and need not follow that instruction until the school confirms or changes it.

3.4 EDS Education is a separate controller only for: its own billing and contract records with the school; the security, fraud-prevention and service-operation records it needs to run Atlas safely (for example sign-in and audit logs); and teaching materials staff upload, as set out in the Atlas Terms ("Teaching materials you upload"). Before uploaded teaching materials are used beyond the school, the names of schools, staff and pupils are taken out, and pupils' own work and answers are never used. EDS Education does not use School Personal Data to train AI models, for advertising, or for any purpose of its own, and never sells it.

4. Subject matter, duration, nature and purpose

4.1 Subject matter: providing Atlas to the school: setting, doing, marking and returning homework and assessments; practice and learning tools; progress, results and reports for the school and the parents it links; messages; and support.

4.2 Duration: for as long as the school uses Atlas, and then until School Personal Data is returned or deleted under clause 13.

4.3 Nature: collection, storage, organisation, retrieval, use (including automated marking help, with the teacher able to change any mark), disclosure to the school's authorised users and linked parents, export, and deletion.

4.4 Purpose: only to provide Atlas to the school under the Main Agreement and this agreement.

Schedule 1 lists the types of personal data and the people they are about.

5. Processor obligations

The Processor will:

- (a) process School Personal Data only on the school's documented instructions, including on transfers outside the UK, unless UK law requires otherwise (and then tell the school first unless the law forbids it);
- (b) make sure everyone authorised to process School Personal Data is bound by confidentiality;
- (c) take the security measures in clause 9 and Schedule 3;
- (d) follow clause 7 when it uses sub-processors;
- (e) help the school answer data subject requests (clause 11);
- (f) help the school with security, breach notification, data protection impact assessments and prior consultation with the ICO (clauses 9, 10 and 12), taking into account the nature of the processing and the information it has;
- (g) return or delete School Personal Data at the end (clause 13);
- (h) give the school the information it needs to show compliance with Article 28, and allow and contribute to audits (clause 14);
- (i) design Atlas to the ICO Age Appropriate Design Code (Children's Code): high privacy by default, no selling or advertising, no nudges to share more.

6. School obligations

The school will: have a lawful basis for the processing and give pupils, parents and staff the privacy information the law requires (Atlas's school privacy information can help); only add the personal data Atlas needs; make sure its instructions are lawful; keep its users' sign-in details safe and remove staff who leave; and decide which parents to link to which pupils.

7. Sub-processors

7.1 The school gives general written authorisation for the sub-processors in Schedule 2, Part A.

7.2 The Processor will tell the school about any new or replacement sub-processor at least 30 days before it processes School Personal Data, by email to the school's Atlas contact and on the Atlas "Data

protection for schools" page (/schools/data-protection). The school may object on reasonable data protection grounds within that time. The parties will then try to agree a solution; if they cannot, the school may stop using the affected feature, or end the Main Agreement for the affected service, without penalty.

7.3 The Processor puts data protection terms on each sub-processor that give at least the protection in this agreement, and stays responsible to the school for each sub-processor's performance.

8. International transfers

8.1 Atlas's database, sign-in and file storage (Supabase) are in Ireland, and its server functions (Vercel) run in Dublin. The UK recognises the EU as giving adequate protection for personal data (Data Protection Act 2018, Schedule 21).

8.2 Some sub-processors process data outside the UK and EEA (Schedule 2). The Processor relies on, as listed for each: the UK-US data bridge (the UK Extension to the EU-US Data Privacy Framework) for certified US recipients, or the EU Standard Contractual Clauses with the UK International Data Transfer Addendum, in that sub-processor's data processing agreement. The Processor will keep a transfer risk assessment for each restricted transfer and share it with the school on request.

8.3 The Processor will not start a new restricted transfer without one of these safeguards in place.

9. Security

9.1 The Processor takes appropriate technical and organisational measures for the risk, including those in Schedule 3, and reviews them at least once a year.

9.2 The school is responsible for its own users' accounts and devices and for the settings it chooses in Atlas.

10. Personal data breaches

10.1 The Processor will tell the school without undue delay after becoming aware of a personal data breach affecting School Personal Data, and in any event within 24 hours, so the school can meet the 72-hour ICO deadline.

10.2 The notice will say, as far as known: what happened, the kinds and rough numbers of people and records affected, the likely consequences, what the Processor has done and will do, and a contact. The Processor will add information as it learns it, keep a record of the breach, and help the school tell the ICO, pupils and parents.

11. Data subject rights

11.1 If the Processor receives a request from a pupil, parent or staff member about School Personal Data, it will pass it to the school within 5 working days and not answer it itself unless the school asks it to.

11.2 The Processor will help the school answer access, correction, deletion, restriction, objection and portability requests, through the tools in Atlas (exports, editing and deletion) and, where they are not enough, by hand within 10 working days of the school's written request.

12. DPIAs and the ICO

The Processor will give the school the information it reasonably needs for a data protection impact assessment (a pre-filled template is available on request and on the Atlas "Data protection for schools" page (/schools/data-protection)) and for any prior consultation with the ICO, and will cooperate with the ICO.

13. Retention, return and deletion

13.1 Homework, marks, feedback and other School Personal Data are kept while the school uses Atlas. Shorter periods in Schedule 4 apply to particular records.

13.2 When the school stops using Atlas, the school can export its data first (markbook and results exports, and a full export on request to support@edseducation.com).

13.3 After the school stops using Atlas, the Processor deletes School Personal Data within 30 days of the school's written request (or sooner if the law requires), unless UK law requires the Processor to keep it, and confirms the deletion in writing (a deletion certificate) on request. Encrypted backups roll over within 7 days of the deletion.

13.4 The school may ask the Processor to delete School Personal Data sooner, in writing at any time.

14. Information and audits

14.1 The Processor will give the school, on request, the information reasonably needed to show compliance with this agreement, including this agreement's schedules, its security summary and its sub-processor list.

14.2 The school (or an independent auditor bound by confidentiality) may audit compliance once a year, or after a personal data breach, on at least 30 days' notice, during working hours, without access to other schools' data or to security secrets. Each party pays its own costs, unless the audit finds a material breach by the Processor.

15. Liability, term and law

15.1 Liability is as set out in the Main Agreement, except that nothing limits liability that cannot be limited by law.

15.2 This agreement lasts as long as the Processor processes School Personal Data. Clauses 10, 11, 13 and 14 survive its end for as long as needed.

15.3 This agreement is governed by the law of England and Wales, and the courts of England and Wales have exclusive jurisdiction.

Schedule 1: Processing details

Item	Detail
Data subjects	Pupils; the school's staff; parents and carers the school links to pupils
Pupil data	Name, school email, year group, classes, subjects and courses; homework and assessment answers (typed, drawn, uploaded files and photos of written work); marks, feedback and results; practice and learning activity; progress and reports; messages; when a pupil leaves a homework or test page in Focus mode or live work (time and length only); sign-in records
Staff data	Name, school email, role, classes taught, the work they set and mark, messages, sign-in and audit records
Parent data	Name, email, link to their child, messages, notification choices
Special category data	Not required. Atlas does not ask for or use health, SEND, ethnicity or religion data. The school should not put such data in free-text fields
Sign in with Google and Google Classroom	If the school uses them: name and school email from Google sign-in; class names and class lists (names, school emails) read from Google Classroom (read-only)
Frequency	Continuous while the school uses Atlas

Schedule 2: Sub-processors and other suppliers (28 Oct 2026)

Part A: sub-processors (process School Personal Data for the Processor; clause 7 applies)

Sub-processor	What for	Where	Transfer safeguard
Supabase, Inc.	Database, sign-in, file storage	Ireland (EU West)	UK adequacy for the EU
Vercel Inc.	Hosting the site and server functions	Dublin, Ireland	UK adequacy for the EU
Resend (Plus Five Five, Inc.)	Sending emails	Sent from Ireland; delivery records in the United States	Standard Contractual Clauses and UK International Data Transfer Addendum
OpenAI OpCo, LLC	Marking help, reading uploaded work, Ask Atlas	United States	Standard Contractual Clauses and UK International Data Transfer Addendum (OpenAI DPA). No training on Atlas data; abuse-monitoring logs up to 30 days
Anthropic, PBC	Reading uploaded work, Ask Atlas	United States and other countries	Standard Contractual Clauses and UK International Data Transfer Addendum (Anthropic DPA). No training on Atlas data; deleted within 30 days unless flagged under its usage policy

Part B: other suppliers (not sub-processors of School Personal Data; listed so the school sees every company)

Supplier	Role	Where	Transfer safeguard
Google LLC	Sign in with Google and Google Classroom class-list import, only if the school uses them. Google acts as an independent controller of its own sign-in and Classroom processing under its own terms with the school and the user; Atlas receives the name, school email and (read-only) class lists as the school's processor	United States and other countries	UK-US data bridge and Standard Contractual Clauses
Stripe	Payments by families only; no School Personal Data	United States	UK-US data bridge and Standard Contractual Clauses
GitHub, Inc.	Atlas's private source code; no School Personal Data	United States	UK-US data bridge and Standard Contractual Clauses

Sources for each row: each supplier's own published terms and regions (checked 28 October 2026).

Schedule 3: Security measures

- Database, sign-in and files hosted in Ireland; server functions in Dublin.
- Encryption in transit (HTTPS) and at rest; sensitive children's information encrypted again in the database (AES-256-GCM).
- Each school, class and pupil sees only their own data: row-level security on every table, with role checks on every server action.
- Pupils' files in private storage; links to them last an hour at most.
- Admin actions that change data are written to an audit log.
- Uploads checked for type, size and real file content. Atlas does not run a dedicated malware scanner.
- Daily backups kept 7 days; a full restore was rehearsed on 28 Aug 2026 (under 3 minutes).
- Two-step sign-in available for staff (recommended for everyone who manages the school's account).
- Least-privilege access for Atlas staff; support looks at school data only when the school asks, read-only and logged.
- Secrets kept out of code; keys rotated quarterly and after any suspected leak.
- Written incident response plan (detect, contain, assess, notify the school, recover, review).

Schedule 4: Retention of particular records

Kind of data	Kept for
Homework, marks and feedback	While the school uses Atlas, then clause 13
Live work receipts	90 days
Times a pupil left a homework page	Until the end of that school year
Question reports	365 days
Uploaded written work (essay marking)	90 days
Test paper uploads not saved into a paper	48 hours
Messages sent to parents in bulk	365 days
Family invites	30 days
Parent activation invites (school setup)	60 minutes
Account deletion requests	Deleted 30 days after the request, files included
Backups	7 days

Signatures

	For the school	For EDS Education Ltd
Name		Sahil Ahmad
Role		Privacy lead
School / company		EDS Education Ltd (11334874)
Date		
Signature		