

# SkWky Data Processing Agreement

**Version:** 1.0 **Date:** 29 May 2026

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## Parties

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This Data Processing Agreement ("**DPA**") is entered into between:

**(1) SKWKY Ltd**, a company registered in England and Wales under number **[XXXXXX]**, whose registered office is at **Piccadilly Cottage, Ascott, Oxford OX44 7UJ** ("**SkWky**", the "**Processor**"); and

**(2) [SCHOOL / ORGANISATION NAME]**, of **[SCHOOL ADDRESS]** (the "**School**", the "**Controller**").

each a "**Party**" and together the "**Parties**".

## Background

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The School wishes to use the SkWky mediation platform (the "**Service**") with its pupils. In providing the Service, SkWky processes personal data on behalf of the School. This DPA sets out the terms on which that processing takes place, as required by Article 28 of the UK GDPR. It forms part of, and is subject to, the agreement between the Parties for the supply of the Service (the "**Principal Agreement**" — the SkWky School & Administrator Terms).

## 1. Definitions

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In this DPA: "**Data Protection Laws**" means the UK GDPR, the Data Protection Act 2018, and all other laws relating to data protection and privacy applicable in the United Kingdom, as amended from time to time. "**UK GDPR**", "**controller**", "**processor**", "**data subject**", "**personal data**", "**special category data**", "**processing**" and "**personal data breach**" have the meanings given in the Data Protection Laws. "**Protected Data**" means the personal data processed by SkWky on behalf of the School under the Principal Agreement, as described in Schedule 1. "**Sub-processor**" means any third party engaged by SkWky to process Protected Data. "**Children's Code**" means the ICO's Age Appropriate Design Code.

## 2. Roles of the Parties

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The Parties acknowledge that, for the Protected Data, the **School is the controller and SkWky is the processor**. The School determines the purposes and means of the processing; SkWky processes the Protected Data only as set out in this DPA and the Principal Agreement.

This DPA does not apply to personal data for which SkWky is itself the controller (for example, the account data of the School's staff who administer the Service, or data that

SkWky has anonymised). SkWky's handling of that data is governed by its Privacy Policy.

### 3. Processing instructions

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SkWky shall process the Protected Data only on the **documented instructions** of the School, including with regard to international transfers, unless required to do otherwise by law (in which case SkWky shall, where legally permitted, inform the School first). This DPA, the Principal Agreement, and the configuration choices the School makes within the Service constitute the School's complete and final instructions.

SkWky shall **immediately inform the School** if, in its opinion, an instruction infringes the Data Protection Laws. SkWky is not obliged to monitor the lawfulness of the School's instructions generally.

### 4. SkWky's obligations as processor

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SkWky shall:

- (a) process the Protected Data only as set out in clause 3;
- (b) ensure that persons authorised to process the Protected Data are bound by an appropriate duty of **confidentiality**;
- (c) implement and maintain appropriate **technical and organisational security measures** (clause 6 and Schedule 3);
- (d) engage **Sub-processors** only in accordance with clause 7;
- (e) taking into account the nature of the processing, **assist the School** by appropriate measures, insofar as possible, in responding to requests from data subjects exercising their rights (clause 8);
- (f) **assist the School** in ensuring compliance with its obligations relating to security of processing, personal data breaches, data protection impact assessments and prior consultation with the ICO (clauses 6, 9 and 10), taking into account the nature of processing and the information available to SkWky;
- (g) at the choice of the School, **delete or return** all Protected Data at the end of the provision of the Service (clause 11); and
- (h) make available to the School all information necessary to demonstrate compliance with this clause 4 and Article 28 UK GDPR, and allow for and contribute to **audits** (clause 12).

### 5. Children's data

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The Parties acknowledge that the Protected Data relates to children (pupils aged 13-17) and that this requires heightened care under the Data Protection Laws and the Children's Code. SkWky shall, in providing the Service:

- (a) treat the best interests of the child as a primary consideration;
- (b) not use the Protected Data for behavioural advertising, for profiling beyond what is necessary to deliver the mediation, or for any purpose that is not part of the Service or otherwise instructed by the School; and
- (c) apply data minimisation and high-privacy defaults consistent with the Children's Code.

## 6. Security

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SkWky shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, taking into account the nature of the Protected Data (which includes special category data within free-text content). The measures in place as at the date of this DPA are described in **Schedule 3**.

## 7. Sub-processors

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The School gives SkWky **general authorisation** to engage the Sub-processors listed in **Schedule 2**.

SkWky shall: (a) impose on each Sub-processor, by written contract, data-protection obligations equivalent to those in this DPA; (b) remain fully liable to the School for the acts and omissions of its Sub-processors; and (c) give the School **at least 30 days' prior written notice** of any intended addition or replacement of a Sub-processor, during which the School may **object** on reasonable data-protection grounds. If the Parties cannot resolve a reasonable objection, the School may terminate the Principal Agreement in respect of the affected processing.

## 8. Data subject requests

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If SkWky receives a request from a data subject (or a parent or the School on their behalf) to exercise rights under the Data Protection Laws in respect of the Protected Data, SkWky shall promptly notify the School and shall not respond directly except on the School's instructions or as required by law. SkWky shall provide reasonable assistance to enable the School to respond within statutory timeframes.

## 9. Personal data breaches

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SkWky shall notify the School **without undue delay, and in any event within 48 hours**, after becoming aware of a personal data breach affecting the Protected Data, and shall provide the School with sufficient information to allow it to meet its own obligations to report to the ICO (within 72 hours where required) and, where applicable, to data subjects. SkWky shall reasonably cooperate with the School in investigating and mitigating the breach.

## 10. Data protection impact assessments

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SkWky shall provide reasonable assistance to the School with any data protection impact assessment and any prior consultation with the ICO that the School is required to carry out in relation to the Service, taking into account the nature of the processing and the information available to SkWky.

## 11. Deletion and return of data

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On termination or expiry of the Principal Agreement, or on the School's earlier written instruction, SkWky shall (at the School's choice) **delete or return** the Protected Data and delete existing copies, unless legally required to retain it.

The Parties acknowledge that SkWky does not currently operate an automated deletion schedule and processes deletion requests manually; SkWky shall give effect to a valid deletion instruction within **30 days** of receipt.

This clause does not require deletion of data that SkWky has **anonymised** such that no individual can be identified, which falls outside the Protected Data.

## 12. Audit

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SkWky shall make available to the School information reasonably necessary to demonstrate compliance with this DPA, and shall allow for and contribute to audits, including inspections, conducted by the School or an auditor it mandates, on **reasonable prior notice (at least 14 days)**, no more than **once per year** except where required following a personal data breach or by the ICO. Audits shall be conducted during business hours and so as to minimise disruption.

## 13. The School's obligations and warranties

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The School warrants and undertakes that:

(a) it has a **valid lawful basis** under Article 6 UK GDPR for the processing it instructs, and, in respect of special category data within mediation content, a valid condition under Article 9 UK GDPR and (where required) an Appropriate Policy Document under the Data Protection Act 2018;

(b) **all participants it permits to use the Service are aged 13 or over**, and it is responsible for confirming participants' ages before issuing access tokens; the School shall not issue access to any child under 13, and shall notify SkWky promptly if it becomes aware that a child under 13 has used the Service so that the relevant data can be deleted;

(c) it has provided to data subjects (and, where appropriate, their parents or guardians) all information required by Articles 13-14 UK GDPR, and has obtained any consents required, including any consent relied upon for the training-data option in clause 15;

(d) it has the authority to give the instructions it gives and to appoint SkWky as its processor; and

(e) its instructions to SkWky comply with the Data Protection Laws.

## 14. Liability and indemnity

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*[Liability allocation, liability caps, and indemnities — including any indemnity from the School for breach of the clause 13 warranties (in particular the age warranty at clause 13(b)), and SkWky's responsibility for its own and its Sub-processors' breaches — to be inserted on legal advice and aligned with clause A13 of the Principal Agreement.]*

## 15. Training data (optional)

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SkWky may use Protected Data to improve the Service, including to train or evaluate SkWky-specific models, **only where the School has opted in** by signing Schedule 4. Where the School opts in:

(a) SkWky shall **anonymise** the data — removing participant names/nicknames and redacting identifying details from free text so that no individual can reasonably be identified — **before** using it for this purpose;

(b) SkWky shall use it solely to improve SkWky's mediation and scoring, and not for any other purpose; and

(c) the School may **withdraw** the opt-in at any time on written notice, which shall stop further use of the School's data for this purpose from the date of withdrawal.

Where the School has not opted in, SkWky shall not use the Protected Data for training purposes.

## 16. International transfers

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The School authorises SkWky to transfer Protected Data outside the UK only as necessary to provide the Service and as set out in Schedule 2. Where Protected Data is transferred to a country without UK adequacy status, SkWky shall ensure an appropriate transfer mechanism is in place (the UK International Data Transfer Agreement, or the UK Addendum to the EU Standard Contractual Clauses), supported by a transfer risk assessment.

## 17. Term and termination

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This DPA takes effect on the date of the Principal Agreement and continues for as long as SkWky processes Protected Data on the School's behalf. Clauses that by their nature should survive termination (including confidentiality and clause 11) shall do so.

## 18. General

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This DPA is governed by the laws of **England and Wales**, and the Parties submit to the exclusive jurisdiction of the courts of England and Wales. If there is a conflict between this DPA and the Principal Agreement on data-protection matters, this DPA prevails. If any provision is found unenforceable, the remainder continues in effect.

Signed for and on behalf of the Parties:

	<b>SkWky</b>	<b>The School</b>
Name	Jai Twyman	[NAME]
Title	Director	[TITLE]
Date	[DATE]	[DATE]

## Schedule 1 – Details of the Processing

**Subject matter:** provision of the SkWky AI-assisted mediation Service to the School.

**Duration:** the term of the Principal Agreement.

**Nature and purpose:** facilitating and analysing structured mediation conversations between two pupils, including real-time scoring, AI-generated mediator prompts, a proposed resolution, and a summary report for the School.

**Type of personal data:** - Pupil-provided: first name or nickname; self-reported conflict description; emotional-state rating (1-5); desired outcome; the full text of all messages sent during a session; response timings; post-session feedback rating and optional comment; resolution vote. - Generated: conversation transcript with speaker/phase; Emotional Readiness Score and six component scores per message; mediator prompts and outcomes; proposed resolution; PDF report. - **Special category data** may be present within free-text content (e.g. information revealing health/emotional wellbeing, and potentially religion, race or sexual orientation).

**Categories of data subjects:** pupils aged 13-17 participating in mediation, and any third parties referred to within the conversation content. The free text may name third parties (other pupils, family, staff); the School, as controller, should account for this in its own privacy information and DPIA.

## Schedule 2 – Authorised Sub-processors

<b>Sub-processor</b>	<b>Purpose</b>	<b>Location</b>	<b>Transfer mechanism</b>
<b>OpenAI</b>	AI scoring, mediator prompts, suggestions, resolution and report drafting	United States	UK IDTA / UK Addendum + transfer risk assessment
<b>Supabase</b>	Primary database hosting	United Kingdom / EU	N/A (UK/EU hosted)
<b>Resend</b>	Sending administrator emails only (verification, password reset, email change) — does not process pupil data	United States	UK IDTA / UK Addendum + transfer risk assessment

Sub-processor	Purpose	Location	Transfer mechanism
Google (OAuth)	Verifying administrator sign-in only — does not process pupil data	United States	UK IDTA / UK Addendum + transfer risk assessment

OpenAI retains API inputs and outputs for up to 30 days for abuse monitoring and then deletes them, and does not use API data to train its own models.

### Schedule 3 – Technical and Organisational Security Measures

The following measures are in place:

- Encryption of data in transit (TLS).
- Passwords stored using bcrypt hashing; plaintext never stored or logged.
- HTTP-only session cookies for administrator authentication; short-lived, single-use security tokens.
- Role-based access controls (administrator / super administrator) limiting access to data.
- Audit logging of data exports (who, when, how many sessions, which API key).
- Revocable API keys for programmatic access.
- The Service is currently operated by a sole individual bound by confidentiality, who maintains data-protection awareness.

SkWky is in the process of implementing the following additional measures: encryption of data at rest; formal backup and recovery arrangements; and removal of participant names from data exports.

### Schedule 4 – Training Data Opt-In (optional)

By signing below, the School opts in to allow SkWky to use Protected Data to improve the Service in accordance with clause 15, on the basis that such data is anonymised before use. The School confirms it has obtained any consents required from data subjects (and, where appropriate, parents/guardians) for this purpose. The School may withdraw this opt-in at any time on written notice.

	The School
Opt in (Yes / No)	[ ]
Name	[NAME]
Title	[TITLE]
Date	[DATE]