

# Global Data Privacy Agreement

Between: Graded Pro (the "Processor")

And: [Insert Full School Name] (the "Controller")

Effective Date: [Insert Date]

Agreement Reference ID (optional): [Auto-generated or assigned by platform]

## 1. Purpose

This agreement outlines the terms under which Graded Pro processes personal data on behalf of the School for the purpose of marking, grading, and feedback using AI technologies. It is designed to comply with global data protection laws.

## 2. Definitions

- Personal Data: Any information related to an identified or identifiable person.
- Controller: The organisation (School) that determines the purpose and means of processing.
- Processor: Graded Pro, which processes data on behalf of the Controller.
- Processing: Any action performed on personal data, such as collecting, storing, or analysing.

## 3. Compliance

Graded Pro adheres to global privacy laws, including but not limited to:

- GDPR (EU and UK)
- COPPA (USA)
- PDPA (Thailand)
- PIPEDA (Canada)
- Other applicable local privacy frameworks

## 4. Responsibilities

Graded Pro (Processor) shall:

- Process data only on documented instructions from the School
- Maintain high standards of technical and organisational security
- Notify the School promptly of any data breach
- Assist with data subject rights (access, correction, deletion)

- Ensure confidentiality among employees and sub-processors
- Delete or return data upon request or termination of service

The School (Controller) shall:

- Ensure lawful collection and use of student and staff data
- Obtain appropriate consent where required
- Avoid submitting special category data (e.g. health records)
- Inform users of the AI grading process

## 5. Data Processed

Includes:

- Written submissions (typed or handwritten)
- Teacher comments and voice notes
- Class or subject details
- Pseudonymised student data (recommended)

## 6. International Transfers

Graded Pro may store data using trusted global cloud providers with appropriate legal safeguards (e.g. encryption, SCCs). No data will be sold or shared for marketing.

## 7. Sub-Processors

Sub-processors are contractually bound to data protection terms. A list can be provided on request. Schools will be notified of major changes.

## 8. Termination

Upon termination, personal data will be deleted within 30 days unless retention is required by law. Schools may request full data export before deletion.

## 9. Contact

Data Protection Officer

Email: [privacy@graded.pro](mailto:privacy@graded.pro)

## 10. Legal Jurisdiction

This agreement is governed by the laws of the School's home country, unless otherwise specified in writing.

## 11. Signatures (Electronic Signature Section)

By signing below, both parties agree to the terms of this Data Privacy Agreement and confirm their authority to do so.

Signed for and on behalf of Graded Pro:

Name: [Full Name]

Position: [Job Title]

Email: contact@graded.pro

Date: [Auto-generated]

Signature: \_\_\_\_\_

Signed for and on behalf of [Insert School Name]:

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Email: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_