

Data Processing Agreement

MindGuard — Template for review and signature

This document is a template. Parties should review and complete it with their legal counsel before signing.

1. Parties

Data Controller: The institution that subscribes to MindGuard (the “Institution”).

Institution name: _____ **Address:** _____

Data Processor: The operator of the MindGuard service (the “Processor”), acting on the Institution's documented instructions.

Effective date: _____

2. Subject matter and duration

The Processor provides the MindGuard decision-support service and processes personal data on behalf of the Institution, including student roster data (name, email, date of birth), consent records, and analysis events. This Agreement applies for the duration of the subscription term and, where required, until data is deleted or returned.

3. Nature and purpose of processing

Processing is limited to providing, operating and supporting the MindGuard service: identifying early signs of distress in consented digital content, recording and enforcing consent, and surfacing summaries for review by the Institution's trained counsellors. Analysis is performed only on content for which consent has been given and only for the duration that consent remains active.

4. Categories of data subjects

Students (including minors, whose data is processed under parental or guardian consent), parents and guardians, and institution staff who administer or use the service.

5. Consent and lawfulness

The Institution is responsible for obtaining and maintaining all consents required under applicable law, including parental consent for minors. The Processor provides the consent, reminder, expiry and revocation workflow and records every consent event in an immutable audit trail.

6. Confidentiality and security

The Processor shall implement appropriate technical and organisational measures, including: encryption of personal data at rest; access limited to authorised personnel on a least-privilege basis; signed, single-use consent tokens; rate limiting; and append-only audit logging. The Processor's personnel who access personal data are subject to appropriate confidentiality obligations.

7. Sub-processors

The Processor may engage sub-processors for infrastructure and transactional email delivery. The Processor shall maintain a list of sub-processors, notify the Institution of material changes, and ensure each sub-processor is bound by obligations no less protective than those in this Agreement.

8. Data subject rights

The Processor shall reasonably assist the Institution in responding to data subject requests (access, rectification, erasure, restriction, portability) and shall notify the Institution without undue delay of any such request received directly by the Processor.

9. Security incident notification

The Processor shall notify the Institution without undue delay of any personal-data breach affecting data processed under this Agreement, with a summary of the nature of the breach, the categories and number of data subjects affected, and remediation steps.

10. Data minimisation and retention

Only content a data subject explicitly shares is analysed; analysed content is not stored between sessions. Roster and consent records are retained for the subscription term plus a reasonable transition period, and are deleted on request or on off-boarding.

11. Deletion and return

On termination, the Institution may export its roster and consent records. On written request, the Processor shall delete or return all personal data within a documented period, unless retention is required by law.

12. Audit

The Processor shall make available, upon reasonable request and subject to confidentiality, information necessary to demonstrate compliance with this Agreement, including completed audit logs and relevant certifications.

13. Governing law

This Agreement is governed by the laws of _____ and any disputes are subject to the exclusive jurisdiction of its courts.

14. Signatures

For the Institution: Name: _____ Title: _____ Signature: _____
Date: _____

For the Processor: Name: _____ Title: _____ Signature: _____
Date: _____

Version 1.0 — Template. Not a legal opinion.