Data processing agreement (DPA)

Version of 18 November 2026 · Translation for information. The German version is binding.

How this agreement is concluded

It applies to every school that uses SchuleVernetzt and is concluded in text form (Art. 28(9) GDPR); no signature is required. There are three ways (§ 1(4)): the school leadership concludes it in the administration area; a school authority (Schulträger) concludes a framework agreement which each school joins; or a teacher uses the free plan for their school, and the agreement takes effect for the school once the school leadership approves.

The German version is binding. Translations are available in all languages of the platform; they serve to aid understanding.

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between

the school for which SchuleVernetzt is used, in the legal form given to it by the law of its federal state — a public school represented by its school leadership, a school run by an independent or church body represented by that body — as **controller**, hereinafter the “School” —

and

SavePaperwork, owner Andreas Gerum, Höfatsstraße 16, 86163 Augsburg — as **processor**, hereinafter the “Contractor”. The contact point for instructions, notifications and data protection is support@schulevernetzt.org together with the postal address given in the legal notice. The Contractor has not currently appointed a data protection officer; the contact person for all data protection matters is the owner.

§ 1 Subject matter, duration and conclusion

(1) The **subject matter** is the provision and operation of the school platform SchuleVernetzt (schulevernetzt.org and the schools' subdomains) and the associated processing of personal data on behalf of and on the instructions of the School. The School itself decides which areas it uses; Annex 4 lists for each area the data, the data subjects and the purpose.

(2) **Nature of the processing:** collection, organisation, storage, adaptation, retrieval, consultation, use, disclosure by transmission to authorised users of the School, to parents and guardians for their own children and to the bodies listed in Annexes 2 and 3, restriction and erasure, in each case carried out automatically within the platform.

(3) The **purpose** is exclusively the provision of the agreed services for teaching, school organisation and the School's communication with parents and staff. The Contractor does not process the data for its own purposes — in particular not for advertising, profiling, disclosure to third parties or the training of AI models. This agreement does not cover the processing for which the Contractor is itself the controller and which its privacy policy describes: contract and billing data of the School or of the school authority, the accounts' sign-in data in relation to the Contractor itself, support and feedback requests, and the cookieless visitor count on the public pages.

(4) **Conclusion.** The agreement is concluded in one of the following ways:

a. **School:** The school leadership or a person authorised by it concludes the agreement in the School's administration area. It applies from the creation of the school account, and therefore also during the trial period.

b. **School authority:** A school authority concludes a framework agreement for its schools, in particular with the “Network” plan. This agreement takes effect for each school as soon as its school leadership declares accession in the administration area. The respective school remains the controller unless the law of the federal state designates the school authority as the controller; in that case the school authority takes its place.
c. **Teacher with the School's approval:** A teacher who uses the free plan for their teaching at a school declares on registration that they use it for their school and will obtain the consent of the school leadership. This agreement takes effect for the School as soon as the school leadership approves the use, with effect from the start of use (§ 184(1) BGB, the German Civil Code). Until then, the Contractor already processes the data in accordance with the rules of this agreement. If the School refuses or revokes its approval, § 10(4) applies.

(5) **Duration:** The agreement runs for as long as the School uses SchuleVernetzt, including the trial period and the read-only period under § 10. It does not end before the obligations under § 10 have been fulfilled.

(6) **Relationship to other agreements.** This agreement supplements the SchuleVernetzt terms of use. In matters of data protection it takes precedence over them and over the General Terms and Conditions of SavePaperwork.

§ 2 Data subjects and categories of data

(1) The data subjects are pupils, their parents and guardians, teachers and other school staff, the school leadership, employees of the school authority with school authority access, and persons who book public office hours.

(2) Annex 4 lists the categories of data processed exhaustively. Pupils do not have their own account. The platform does not collect any date of birth, address, telephone number or photo of pupils.

(3) **Special categories (Art. 9 GDPR).** Health data arise only from sick notes: from the period of a sick note, from an uploaded doctor's note and — only if the School switches on the question about the reason for illness in the settings — from the reason. The setting is switched off by default. For absence reports by teachers, a reason is never stored. Schools can switch off the upload of doctor's notes; for schools in North Rhine-Westphalia, Brandenburg and Berlin it is switched off by default.

(4) In free-text fields (such as class register entries, messages and comments on grades), the School records only what is necessary for its task. The platform does not ask for health information in these fields.

§ 3 Rights and obligations of the School

(1) The School is responsible for the lawfulness of the processing, in particular for the legal basis under the school law of its federal state, for informing the data subjects, for the data protection impact assessment, for the record of processing activities and for involving its data protection officer and its staff representatives. The Contractor provides templates for this (information notices, templates for the impact assessment and the record of processing activities, an information sheet for the staff council).

(2) The School gives **instructions** through the settings and functions of the platform (documented by the platform itself) and otherwise in text form. The school leadership and the persons it enters in the settings as data protection contacts are authorised to give instructions. In the constellation under § 1(4)(c), the teacher is also authorised to give instructions for their own account, unless the school leadership instructs otherwise.

(3) The School informs the Contractor without undue delay if it discovers errors or irregularities in the processing.

(4) The School sets the retention periods of its federal state in the settings or confirms the proposed ones (Annex 5). Automatic deletion when retention periods expire only starts after this confirmation.

§ 4 Obligations of the Contractor

(1) The Contractor processes the data only on documented instructions from the School, including with regard to transfers to a third country, unless it is required to do so by Union law or German law; in that case it informs the School of that legal requirement before processing, unless that law prohibits such information. If it considers an instruction to be unlawful, it informs the School without undue delay (Art. 28(3) sentence 3 GDPR).

(2) The Contractor processes the data itself. If it engages other persons, it first obliges them in text form to confidentiality and to secrecy under § 4a, unless they are subject to a statutory duty of confidentiality.

(3) The Contractor implements the technical and organisational measures under Art. 32 GDPR that Annex 1 describes. It may develop them further as long as the level of protection does not decrease; it documents material changes in Annex 1.

(4) Through the functions of the platform, the Contractor assists the School in responding to the rights of data subjects (§ 9) and in meeting its obligations under Art. 32 to 36 GDPR, in particular with the information the School needs for its data protection impact assessment.

(5) The Contractor makes available to the School the information necessary to demonstrate compliance with these obligations and allows for audits under § 11.

(6) The Contractor accesses a school's data only where this is necessary for operation, troubleshooting or a request from the School, and only to the extent required for that purpose.

§ 4a Secrecy of professional and official secrets

(1) Teachers at public schools are public officials. Third-party secrets entrusted to them are protected under § 203(2) StGB (German Criminal Code); the same applies to school psychologists, school social workers and other persons under § 203(1) StGB who use the platform.

(2) The Contractor participates in the professional activities of these persons within the meaning of § 203(3) sentence 2 StGB. It is hereby obliged to maintain secrecy and acknowledges that it commits a criminal offence under § 203(4) StGB if it discloses without authorisation a third-party secret that has become known to it in the course of this participation.

(3) The Contractor obtains knowledge of such secrets only insofar as this is necessary for its service. Subprocessors that can access content in plain text are contractually bound to confidentiality; it obliges other participating persons to maintain secrecy in text form and informs them that a breach is a criminal offence.

§ 5 Place of processing

(1) The data are processed and stored in data centres in Frankfurt am Main; the hosting provider's backups are stored in encrypted form in Helsinki (Finland). All locations are in the European Union (Annex 2).

(2) The storage provider for files is a company headquartered in the USA that stores the files in Frankfurt. For any access from the USA, the Standard Contractual Clauses of the European Commission apply (Art. 46(2)(c) GDPR). In addition, the platform encrypts every file before it reaches the storage provider; the key never leaves the application, so the provider receives only ciphertext.

(3) Push notifications are delivered by the push service that the browser of the respective user specifies (Annex 3). These services are not subprocessors; the platform only hands them the message encrypted in accordance with the Web Push standard, the content of which the service cannot read. Push is voluntary for each person. Any further transfer to a third country requires prior notice under § 6.

§ 6 Subprocessors

(1) The School approves the subprocessors listed in Annex 2. The Contractor concludes contracts with them that impose on them the obligations of this agreement (Art. 28(4) GDPR).

(2) The School grants a general authorisation for future subprocessors. The Contractor publishes any intended addition or replacement at least 30 days in advance on the subprocessors page and informs the school leadership by email.

(3) The School may object within these 30 days on important grounds relating to data protection. If the parties cannot reach agreement, the School may terminate the SchuleVernetzt contract with effect from the date of the change; fees already paid for the period after that date are refunded pro rata.

(4) Services that the Contractor uses purely as ancillary services, without the third party gaining access to the data, such as telecommunications or the sending of letters, are not sub-processing relationships.

§ 7 Technical and organisational measures

(1) Annex 1 describes the measures according to the protection goals of the Standard Data Protection Model. It forms part of this agreement.

(2) The Contractor stores particularly sensitive content in encrypted form: reasons for illness, grade values and grade comments, report card texts, class register entries about pupils, messages and all files uploaded by the School. Files are encrypted in the application before they reach the storage provider; the provider holds only ciphertext.

§ 8 Notification of personal data breaches

(1) The Contractor notifies the School of a personal data breach without undue delay, as a rule within 24 hours of becoming aware of it, by email to the school leadership and to the School's data protection contact.

(2) The notification contains, as far as known, the nature of the breach, the categories concerned and the approximate number of persons and records affected, the likely consequences and the measures taken or proposed. The Contractor provides any information not yet known without undue delay as soon as it becomes available.

(3) The Contractor assists the School with its notification to the supervisory authority (Art. 33 GDPR) and with communicating the breach to the data subjects (Art. 34 GDPR). It makes notifications of its own to authorities or data subjects on behalf of the School only on instruction.

§ 9 Rights of data subjects

(1) The platform provides the School with functions with which it can itself handle access and data portability (export of the data of a pupil or a parent), rectification, erasure and restriction.

(2) If a data subject contacts the Contractor, the Contractor forwards the request to the School without undue delay and does not answer it itself, unless the School instructs it to do so.

§ 10 Return and deletion

(1) **Return** takes place via the full export: the school leadership can at any time, even after the end of the agreement, download a complete copy of all of the School's data as a ZIP archive — all tables as CSV, a description of the format and all uploaded files, with encrypted content decrypted.

(2) **Read-only period.** If use ends — through termination, through expiry of the trial period without a purchase, or because the school authority stops paying — the data remain readable and exportable for six months; new entries are no longer possible. The Contractor announces the deletion four weeks and one week in advance by email to the school leadership.

(3) **Deletion.** After the end of the read-only period, the Contractor deletes all of the School's data, including the files, within 30 days and confirms the deletion in text form on request. Copies in the hosting provider's backups are overwritten as those backups regularly expire, at the latest after 90 days (Annex 2); until then they are blocked from any use other than restoration. The School may request earlier deletion.

(4) **Teacher constellation.** If the school leadership refuses or revokes the approval under § 1(4)(c), the teacher can still read and export their data for 30 days; after that, the Contractor deletes the teacher account with all its data. It reminds the teacher beforehand.

(5) Statutory retention obligations of the Contractor for its own records (such as invoices) remain unaffected; these records contain no data under Annex 4.

§ 11 Evidence and audits

(1) The Contractor demonstrates compliance with its obligations primarily through Annex 1, through this set of contract documents and through information provided in text form.

(2) The School, or an auditor commissioned by it who is bound to confidentiality, may verify compliance after giving at least 14 days' notice, during normal business hours and without unnecessarily disrupting operations. The School's supervisory authority has the same rights.

(3) For audits that go beyond one per calendar year and are not prompted by a breach under § 8, the Contractor may request reasonable remuneration for its effort.

§ 12 Liability

Liability towards data subjects is governed by Art. 82 GDPR. Between the parties, the liability rules of the SchuleVernetzt terms of use apply; for breaches of this agreement the Contractor is liable in accordance with the statutory provisions, unless the terms of use permissibly limit liability.

§ 13 Schools run by church and independent bodies

(1) If the School is subject to the Law on Church Data Protection (Gesetz über den Kirchlichen Datenschutz, KDG) or the Church Law on Data Protection of the Protestant Church in Germany (DSG-EKD), the parties conclude this agreement as a contract under § 29(3) KDG or § 30(5) DSG-EKD, which permit a contract under the GDPR. The rights of the church data protection supervisory authority responsible for the School under § 11(2) remain unaffected; references to the GDPR are at the same time deemed to be references to the corresponding provisions of the church law.

(2) If church law requires written form (§ 29(9) KDG) or a member church prescribes a model contract or an approval (§ 30(7) DSG-EKD), the Contractor additionally provides this agreement as a signed document or signs the model contract, as the case may be, insofar as its content corresponds to this agreement.

(3) For schools run by independent bodies, the school authority is the controller and contracting party; the competent authority is the data protection supervisory authority for the non-public sector of the school authority's federal state.

§ 14 Supervisory authority of the Contractor

The competent supervisory authority for the Contractor is the Bavarian Data Protection Authority (Bayerisches Landesamt für Datenschutzaufsicht, BayLDA), Promenade 18, 91522 Ansbach.

§ 15 Amendments and final provisions

(1) The Contractor may propose a new version of this agreement, for example because of a change in the law or new functions. It announces the new version at least six weeks in advance by email to the school leadership and sets out the differences. The new version applies as soon as the school leadership accepts it in the administration area; until then, the previous version continues to apply. Silence does not constitute consent.

(2) If operation under the previous version is no longer legally possible, the Contractor may terminate the SchuleVernetzt contract with three months' notice; § 10 applies.

(3) Amendments and additions must be made in text form. German law applies. Should any provision be invalid, the remainder of the agreement remains valid; the invalid provision is replaced by the statutory provision.

Annexes

- **Annex 1:** Technical and organisational measures
- **Annexes 2 and 3:** Subprocessors and other recipients
- **Annex 4:** Areas, data and data subjects (below)
- **Annex 5:** Retention and deletion (below and retention periods per federal state)

Annex 4: Areas, data and data subjects

The School switches areas on or off in the settings; only the data of the areas it uses are processed.

Area	Data	Data subjects
Pupil list and classes	First name, surname, class, period of a doctor's note requirement; link to parents and guardians	Pupils
Class register	Attendance per lesson (present, absent, late, excused), lesson topic, homework; entries about a child (homework forgotten, materials missing, praise, reprimand, other) with text, author and date — not visible to parents	Pupils, teachers
Sick notes	Period, status, reporting person, time the doctor's note was received, uploaded doctor's note; reason for illness only if the question is switched on	Pupils (health data), parents and guardians
Grades and report cards	Subject, grade value, date, weighting, comment; report cards with subject grades, texts, remarks and queries; the School's text modules	Pupils, teachers
Circulars	Title, text, translations, attachments, group of recipients; for each recipient the time of reading, confirmation, reply and reply channel	Parents and guardians, pupils (link), teachers
Messages	Subject, text, participants, reference to a child or a class, read status	Parents and guardians, teachers, pupils (reference)
Timetable and substitution plan	Teacher, short code, class, subject, room, time, substitution; absence reports from teachers only with the period, never with a reason	Teachers
Conference day and office hours	Appointment, teacher, parent, child; for public bookings the name, email and note of the person booking	Parents and guardians, persons booking, teachers

Area	Data	Data subjects
Notice board, documents, materials	Title, text, validity, attachment, author	Teachers, school staff
Courses and network	Courses with teacher, enrolment and course attendance, including pupils of a partner school; in the substitution pool, the name and contact details of a supply teacher once their school has released them	Pupils, teachers
Accounts	Name, email, password (only as a hash), role, language, invitation and sign-in times, optional second factor, link to the school sign-in; push subscriptions (technical identifier of the browser). With the School (§ 10), the portal accounts of teachers and parents are deleted. The accounts of the school leadership, the school office and the school authority are main sign-ins with SavePaperwork: their assignment to the School ends with it, the sign-in itself remains until the person deletes it; the Contractor processes these sign-in data as a controller in its own right (§ 1(3)).	School leadership, school office, teachers, parents and guardians, school authority staff
Audit log	Who created, changed or deleted which record and when; read access to lists, aggregated per day; no IP addresses	All users
School authority overview	Only school names and key figures (classes, number of pupils, absence rate, lessons cancelled); no persons	—

Annex 5: Retention and deletion

1. For the class register and course attendance, sick notes, circular read confirmations, absence reports, the notice board and parent-teacher day and office-hour appointments (including the name and email of people who book publicly), the platform automatically deletes entries after the period that the School sets or confirms in the settings. The periods of the federal state are proposed; they run from the end of the school year, or of the calendar year in which the school year ends, as the federal state's rule provides. Where a federal state counts from the date a pupil leaves school, which the platform does not know, the platform proposes a longer substitute value, which the School can shorten for its type of school.
2. Grades, report cards, messages, pupil lists and accounts are deleted by the School itself when it no longer needs them; the platform does not delete them automatically.
3. Where the law of the federal state requires records to be offered to an archive before they are destroyed, the School exports them beforehand using the full export.
4. Read access entries in the audit log are deleted after 90 days, except the records of answered access requests; these and the changes are retained as evidence for as long as the school account exists.
5. At the end of the agreement, § 10 applies.