Data protection impact assessment (template)

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

How to use this template

The school carries out the impact assessment as controller (Art. 35 GDPR); SavePaperwork, as processor, supplies the information about the platform (Art. 28(3)(f) GDPR). Everything that concerns the platform is pre-filled. The school completes the fields in square brackets such as [name of the school] and adapts the ratings to its own situation, above all to the areas it actually uses.

The template does not replace the advice of the school's data protection officer. An editable Word version is available.

1. Description of the processing

1.1 Controller and parties involved

Item	Entry
Controller	[name and address of the school], represented by [name of the head of school]
Land and type of school	[Land], [type of school], [number of pupils]
Data protection officer of the school	[name, contact]
Staff council	[competent staff council, for instance at the school or at the school office]
Processor	SavePaperwork, owner Andreas Gerum, Höfatsstraße 16, 86163 Augsburg, Germany; support@schulevernetzt.org. Data processing agreement concluded on [date].
Areas in use	[copy the areas from 1.3; strike out the areas not in use]
Prepared by, on	[name, role], [date]

1.2 Subject matter

SchuleVernetzt is a school platform for teaching, organisation and communication, used in the browser. Pupils have no account of their own; they are data subjects only. Accounts are held by the school leadership, the school office, teachers, parents and, where applicable, the school authority. The school switches the areas on one by one; only the data of the areas it uses is processed. No AI services are built into the school product, and no analytics or tracking services run on the school's pages.

1.3 Areas, data and data subjects

Area	Data	Data subjects	Protection need
Pupil list and classes	First name, surname, class, period of a duty to present a medical certificate; link to parents. No date of birth, no address, no telephone number, no photo.	Pupils	normal
Class register and attendance	Attendance per lesson (present, absent, late, excused), lesson topic, homework; entries about a child (homework forgotten, material missing, praise, reprimand, other) with text, never visible to parents; courses with enrolment and course attendance.	Pupils, teachers	high (behaviour of children)
Sick notes	Period, status, reporting person, time the medical certificate was received, uploaded medical certificate; reason for the	Pupils, parents	very high (health data of children,

Area	Data	Data subjects	Protection need
	illness (free text) only if the school switches the question on.		Art. 9 GDPR)
Grades and reports	Subject, grade, date, weighting, comment; reports with subject grades, texts, remarks and queries; not visible to parents.	Pupils, teachers	high
Circulars and notice board	Title, text, translations, attachments, recipients; per recipient the time read, confirmation, reply and reply channel; notices, documents and material with author.	Parents, teachers, school staff	normal
Messages	Subject, text, participants, reference to a child or a class, read status.	Parents, teachers, pupils (reference)	high (free text)
Timetable and substitution plan	Teacher, initials, class, subject, room, time, substitution; no pupil names. Staff absence reports with the period only, never with a reason.	Teachers	normal
Consultation days and office hours	Appointment, teacher, parent, child; for a public booking without an account the name, e-mail address and note of the person booking.	Parents, persons booking, teachers	normal
Accounts and notifications	Name, e-mail address, password as a hash only, role, language, invitation and login times, optional second factor, link to the school login; push subscriptions.	School leadership, office, teachers, parents, school authority staff	normal
Audit log	Who created, changed or deleted which record and when; read access to lists with sensitive data, summarised per day; no IP addresses.	all users, above all staff	high (staff data)
School network	Substitution pool with the name and contact details of a supply teacher after release by their school; cross-school courses with pupils of a partner school; shared material.	Teachers, pupils	normal
School authority overview	School names and key figures only (classes, number of pupils, absence rate, lessons cancelled); no persons.	—	low

1.4 Recipients and access

- **Within the school** by role: the school leadership sees everything; the school office only what is expressly released to it (read grades, print reports, reason for illness, read class register entries); teachers only their classes and subjects. Only the school leadership, the school office and the class teacher read the reason for an illness.
- **Parents** see only their own children and neither grades nor reports.
- **School authorities** see only school names and key figures, no persons.
- **Without login** the class link and the lobby display show only the timetable, published substitutions, homework and school-wide notices, no pupil names and no absent teachers.
- **Partner schools in a network** receive only what the school releases per area.
- **Processor** SavePaperwork with the sub-processors listed in Annex 2: a hosting provider in Frankfurt am Main (application, database, e-mail delivery, backups) and a storage provider for files that receives ciphertext only.
- **Other recipients** under Annex 3: the browser's push service if a person switches push on (encrypted message), the e-mail providers of the recipients and, if the school sets it up, its school login.

1.5 Storage locations

- Application and database: data centre in Frankfurt am Main; daily backup by the host, AES-256 encrypted, in Helsinki (Finland), kept for 90 days.
- Uploaded files (medical certificates, attachments): private storage in Frankfurt am Main, encrypted in the application before storage.

- Devices: session and login cookies in the browser; in the offline class register, entries not yet sent stay unencrypted in the teacher's browser until they are transmitted.
- E-mails: in the recipients' mailboxes. A message is announced there without subject or text; circulars with title and excerpt, without attachments.

1.6 Retention and deletion

- The platform deletes the class register and attendance, sick notes including the medical certificate, circular read receipts, staff absence reports and the notice board automatically after the period the school leadership has confirmed; the periods of the Land are proposed. Nothing is deleted before that confirmation.
- The school deletes grades, reports, messages, circulars, pupil lists and accounts itself. The platform deletes consultation-day and office-hour appointments after the confirmed period (a default of twelve months after the appointment, which the school can change), and course attendance with the class-register period.
- Read access entries in the audit log are deleted after 90 days, the operator's application logs after 14 days.
- After the end of the contract the data stays readable and exportable for six months; the processor then deletes it within 30 days, and backups expire after 90 days at the latest (DPA § 10).

2. Threshold assessment: is an impact assessment required?

An impact assessment is required where processing is likely to result in a high risk to the rights and freedoms of the data subjects (Art. 35(1) GDPR). It is checked in two steps: is the processing on the mandatory list of the competent supervisory authority (Art. 35(4))? And does it meet at least two of the nine criteria of the guidelines on impact assessments (WP 248 rev. 01, endorsed by the European Data Protection Board)?

2.1 Criteria of the WP 248 guidelines

Criterion	Met?	Reasoning
1. Evaluation or scoring	no	Teachers award the grades; the platform only calculates averages and builds no profiles.
2. Automated decision with legal effect	no	The platform takes no decisions about persons.
3. Systematic monitoring	partly	Attendance is recorded per lesson; the audit log records staff read access to sensitive lists.
4. Sensitive or highly personal data	yes	Health data in sick notes and medical certificates (Art. 9 GDPR); performance and behaviour data of children.
5. Large-scale processing	yes	All pupils of the school over several school years: [enter number].
6. Matching or combining datasets	no	Imports from timetabling programs and spreadsheets only take over the school's own data.
7. Data of vulnerable data subjects	yes	Children and young people; staff in relation to their employer.
8. Innovative use of new technologies	no	A conventional web application without AI services.
9. Prevents data subjects from exercising a right	no	Provided the school keeps the previous channel for sick notes and messages open: [confirm].

2.2 Mandatory lists of the supervisory authorities

Land	List and entry	Result
Bavaria	BayLfD, public sector (as of 1 March 2019), no. 16, example: large-scale processing of personal data of pupils who are minors in school administration	Impact assessment required
Hamburg	HmbBfDI, public sector (v2.0a, 8 April 2021), no. 8, large-scale processing of data about children, example: school administration programs	Impact assessment required
Bremen	LfDI Bremen, public sector (as of 25 March 2021), no. 8, likewise, example: school administration programs	Impact assessment required
Brandenburg	LDA Brandenburg, public sector, no. 2, large-scale processing of data of vulnerable persons, example: central school administration software	Impact assessment required; the joint list applies there in addition
all Länder	Joint list of the German Data Protection Conference (version 1.1): no. 16 (special categories via mobile applications) and no. 8 (behaviour data of staff used for evaluation)	No. 16 borderline; no. 8 only if the audit log could be used to evaluate teachers (risk R7)
other Länder	List of the competent supervisory authority (directory of the Data Protection Conference): [list and entry]	Assessment under 2.1 suffices

2.3 Result

An impact assessment is required, at least for the sick notes area: it processes health data of children and therefore meets criteria 4 and 7. In Bavaria, Hamburg, Bremen and Brandenburg the duty already follows from the mandatory list. This assessment covers all areas together because they share the same platform, the same accounts and the same measures (Art. 35(1), second sentence, GDPR).

A school that uses only the timetable and substitution plan, circulars and appointments may reach a different result. It records the reasoning here: [reasoning].

3. Necessity and proportionality

3.1 Purposes

- Documenting teaching: attendance, lesson topics, homework, educational entries.
- Excusing absences and following up a duty to present a medical certificate.
- Assessing performance and producing reports.
- Informing parents and staff, collecting replies, holding conversations and allocating appointments.
- Planning lessons and substitutions.
- Demonstrating proper processing (audit log).
- Cooperating with partner schools if the school joins a network.

3.2 Legal bases

Processing	Legal basis
Pupil data in teaching and organisation	Art. 6(1)(e) and (3) GDPR in conjunction with the data protection provisions of the Land's school act and its regulations: [provision, for instance Art. 85 BayEUG with Annex 1 BaySchO, § 120 SchulG NRW with VO-DV I, §§ 83 et seq. HSchG with SchDSV]
Health data in sick notes	Art. 9(2)(g) GDPR in conjunction with the Land's school law on compulsory schooling and on excusing absences: [provision]
Communication with parents (circulars, messages, appointments, parent account)	Art. 6(1)(e) GDPR in conjunction with the Land's school law; in Bavaria Annex 1 section 3 BaySchO. The parent account is an offer of the school; the previous channel remains open.

Processing	Legal basis
Staff data (accounts, timetable, absence reports, audit log)	Art. 6(1)(b), (c) and (e), Art. 88 GDPR in conjunction with the Land's employee data protection rules: [provision]; for the audit log also Art. 5(2) and Art. 32 GDPR.
School network	Art. 6(1)(e) GDPR in conjunction with the Land's provisions on cooperation between schools: [provision]

3.3 Data minimisation

- Pupils have no account; only first name, surname and class are kept.
- **The reason for an illness is off by default.** To excuse an absence it is usually enough that the child is ill; the reason is health information that the school needs only in individual cases. A school that switches the question on records why in section 5 (S2).
- 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.
- Staff absence reports never store a reason.
- Notifications contain as little as possible: a message names only the sender, a certificate reminder names no child.
- The school authority sees no persons; the class link and the lobby display show no pupil names.
- The audit log stores no IP addresses and summarises read access per day.
- The platform asks for no health information in free-text fields; what goes there is up to the school (DPA § 2(4)).

3.4 Storage limitation

The school leadership confirms the periods under 1.6 for its Land in the settings. For data without automatic deletion the school sets its own procedure: [for instance delete the grades and messages of a school year at the end of the following school year; remove accounts when people leave]. Where the Land's law requires records to be offered to an archive before destruction, the school exports them first.

3.5 Transparency

The school informs with the templates for parents, staff and pupils (Art. 13, 14 GDPR). The school leadership sees in the audit log who changed data and who opened lists with sensitive data. The agreement, the measures, the sub-processors and the retention periods are public.

3.6 Rights of the data subjects

The school handles access and data portability with the export per pupil or parent, and can download the whole export at any time. It carries out rectification, erasure and restriction itself in the application. Requests that reach the processor are forwarded to the school (DPA § 9).

3.7 Processing on behalf and third countries

The basis is the data processing agreement under Art. 28 GDPR; the processor is also bound to secrecy under § 203 of the German Criminal Code. All storage locations are in the EU. The storage provider for files is a company based in the USA; standard contractual clauses apply to any access from the USA, and it receives ciphertext only. The browsers' push services are not sub-processors and only receive messages encrypted under the Web Push standard.

3.8 Rules of individual Länder

We have read these rules in the Land's text; the version in force at the time prevails. They can rule out the use of individual areas.

Land	Rule	Consequence for the use
Berlin	SchuldatenV of 7 August 2023: processing on behalf only in the European Economic Area, access only with an official device, two-factor login (§ 6(5) nos. 1, 3, 4); interim grades during the year only locally on official devices (§ 10(4)); communication only via services provided or approved by the school supervisory authority (§ 18(2), (3)); health data only with end-to-end encryption (§ 18(4)).	Circulars, messages and sick notes only after approval by the school supervisory authority. In our assessment, SchuleVernetzt's encryption in transit and at rest is not end-to-end encryption; do not use sick notes until this is clarified. Do not keep interim grades in SchuleVernetzt. Teachers only via the school login with a second factor and from official devices. §§ 17, 18 do not apply to substitute schools (§ 1(4)).
Brandenburg	School data protection regulation (DSV), Annex 1: for information on health impairments (no. 1.8) automated processing is inadmissible. For records of absences due to illness (no. 1.6), the record of missed lessons (no. 2.3) and other data: processing outside the school is inadmissible, except in central specialised procedures with an agreement under Art. 28(3) GDPR. The school leadership regulates the release in a binding manner (§ 4(2)).	Never switch on the reason for an illness. Whether SchuleVernetzt can count as a central specialised procedure is doubtful; clarify with the school office or the ministry before using sick notes and attendance. Record the release in section 7.
North Rhine-Westphalia	VO-DV I (BASS 10-44 no. 2.1), footnote to Annexes 1 to 3: medical reports and medical certificates are excluded and must not be processed by automated means. Private devices only with the approval of the school leadership and only for the data in Annex 3 (§ 2(2)).	Do not have medical certificates uploaded: accept certificates on paper and only record their receipt in SchuleVernetzt. Sick notes without a certificate file remain possible.
Bavaria	Annex 1 BaySchO expressly allows processors (section 2 no. 4.1), including for communication with read receipts (section 3). The school keeps administrative data in the state school administration program (Art. 85(1) BayEUG).	Use permitted. SchuleVernetzt complements the school administration program and does not replace it. Private devices must be notified to the school before first use.
Hesse	SchDSV: send and store health data encrypted, document access rights (§ 8(5)); schools should use the Hesse school portal (§ 10(1)); private devices only with written approval (§ 20).	Encryption of the reason for illness and of certificates and the audit log cover the technical side; the school documents the roles it assigns (S1). If it uses SchuleVernetzt alongside or instead of the school portal, it records why: [reasoning].
Saxony	VwV Schuldatenschutz III.12: only cloud services to which EU law applies; sub-providers and data centres must be named.	Host and storage locations are in the EU (Annex 2). Whether the file storage provider, a US company holding ciphertext only, is acceptable is checked by the school with its data protection officer.
other Länder	Processing on behalf under Art. 28 GDPR is permitted as far as we have read the provisions. We have not fully checked the texts for Bremen, Hamburg, Mecklenburg-Western Pomerania, Rhineland-Palatinate, Saarland, Saxony-Anhalt, Schleswig-Holstein and Thuringia.	The school checks the Land's law: [result].

4. Risks and measures

The risks are assessed for the data subjects, not for the school. Likelihood and severity are estimated on four levels (negligible, limited, significant, maximum), following short paper no. 18 of the German Data Protection Conference; this gives a low, medium or high risk. “TOM” refers to the sections of the technical and organisational measures (Annex 1 to the DPA), “S” to the school's measures in section 5. The school checks each rating for its own situation.

No.	Risk and area	Initial risk	Measures	Residual risk
R1	**Unauthorised access to health data.** Unauthorised persons inside or outside the school read reasons for illness or medical certificates. Area: sick notes.	Likelihood limited, severity maximum: high	Reason for illness not asked by default (TOM 1). Only the school leadership, office and class teacher read the reason, and every view is logged (TOM 4, 6). Reason and certificates encrypted in the application, the storage provider holds ciphertext only; delivery only after an authorisation check (TOM 4). Deletion by period including the certificate (TOM 1). School: S1, S2, S3.	low
R2	**Crossover between schools.** A software defect makes one school's data visible to users of another. Area: all.	Likelihood limited, severity maximum: high	Every record belongs to exactly one school, every query is limited to it, downloads only with a school binding (TOM 3, 4). Automated tests of the separation with every change (TOM 3). The separation is logical within the application, not by separate databases.	low
R3	**Access by the operator.** The operator is a one-person business with full technical access; misuse or a compromised operator account exposes data. Area: all.	Likelihood limited, severity maximum: high	Access only as far as operation, troubleshooting or a request of the school require; secrecy under § 203 of the Criminal Code (TOM 4, 8; DPA § 4a). Access via “switch user” appears in the school's audit log as “Operator (SavePaperwork)” with the operator's name (TOM 4). Admin area only with the administrator role, server only via the owner's encrypted connection (TOM 8). Encryption in the application protects against the storage provider and a database dump, not against the operator himself. School: S13.	medium; access through the application appears in the school's audit log, direct access to server and database does not
R4	**Disclosure on the lock screen or in the mail preview.** Third parties see notifications with names or content. Areas: sick notes, messages, circulars.	Likelihood significant, severity limited: medium	Push is voluntary; a message names only the sender, the substitution plan uses a fixed text, the certificate reminder names no child (TOM 1). Mails about messages without subject or excerpt, circular attachments never in the mail (TOM 1). Circular mails contain the title and an excerpt. School: S6, S9.	low
R5	**Loss or unavailability.** Data is lost through error, attack or outage, or is temporarily unreachable. Area: all.	Likelihood limited, severity significant: medium	Daily encrypted backup by the host in a separate data centre, 90 days; monitoring every five minutes; new versions with a way back; offline class register (TOM 2). Whole export at any time (TOM 2, 7). School: S11.	medium; limited by the school's export
R6	**Third-country access to files.** The storage provider is a US company; US authorities could demand disclosure. Areas: certificates and attachments.	Likelihood negligible, severity maximum: medium	Storage location Frankfurt am Main, private storage (TOM 4). Every file is encrypted in the application before storage; the provider receives ciphertext under a random name only and never the key; standard contractual clauses (TOM 4, Annex 2). Size and time remain visible. School: S14.	low
R7	**Monitoring of teachers through the audit log.** The audit log shows who changed records and opened sensitive lists, and is objectively suitable for monitoring behaviour and performance. Area: audit log.	Likelihood limited, severity significant: medium	Read access only per day, person and list, deleted after 90 days; no IP addresses; sensitive values redacted (TOM 1, 3). The purpose is proof of proper processing, not performance or behaviour control. Changes stay stored as long as the school account exists. School: S7.	low with a service agreement, otherwise medium
R8	**Unencrypted data on the teacher's device.** Offline class register entries not yet sent lie unencrypted in the browser. Area: class register.	Likelihood limited, severity limited: medium	The data stays on the device only until the next transmission (TOM 2). School: S6.	low with a device rule

No.	Risk and area	Initial risk	Measures	Residual risk
R9	**Takeover of accounts without a second factor.** A guessed, reused or phished password opens a parent or teacher account. Parents see only their children and no grades; a teacher account sees the data of its classes. Areas: accounts and all areas behind them.	Likelihood significant, severity significant: high	Passwords as a hash only, at most five attempts, a puzzle without third parties, reset links valid 24 hours and once, sessions end on password change (TOM 4). Second factor mandatory for the office and the school authority, available for the school leadership, teachers and parents; the school can require it for its teaching staff or ensure it through the school login (TOM 4). A Content Security Policy lets only the platform's own scripts run in the school's areas (TOM 4). School: S5, S9.	parents low; teachers low with a second factor (their own or through the school login), otherwise medium
R10	**Retention too long or too short.** Data is kept longer than permitted or deleted while the school still needs it. Area: all.	Likelihood significant, severity limited: medium	Periods per Land proposed with the provision; deletion only after confirmation, preview 14 days ahead; where a Land counts from leaving school, a longer substitute value (TOM 1). Whole export before deletion (TOM 7). No automatic deletion of grades, reports, messages and accounts (DPA Annex 5). After the end of the contract the data is deleted automatically after the six-month read phase, announced four weeks and one week ahead (DPA § 10). School: S4.	low if the school confirms the periods and sets a deletion procedure
R11	**E-mails sent to the wrong address.** An invitation or notification goes to a wrong address. An invitation names the children; whoever accepts it can gain access to the parent portal of someone else's child. Areas: accounts, circulars, messages.	Likelihood limited, severity significant: medium	Mails about messages without subject or excerpt; circular attachments never in the mail, only after login (TOM 1, 4). School: S9, S10.	low with checked addresses
R12	**Disclosure in a school network.** Data becomes accessible to a partner school without the school wanting it, or stays visible after leaving. Area: network.	Likelihood negligible, severity limited: low	The network shares nothing until the school joins and agrees per area; a supply teacher's contact details only after release; leaving blocks access immediately (TOM 5). School: S12.	low
R13	**Sensitive details in free text.** Health or family details end up in class register entries, messages or grade comments. Areas: class register, messages, grades.	Likelihood significant, severity significant: high	These free texts are encrypted in the application (TOM 4); class register entries are never visible to parents; the platform asks for no health information there (DPA § 2(4)). School: S9.	low with instruction

5. Measures of the school

These measures lie with the school. The ratings in section 4 assume them.

No.	Measure	Risk	Done on, by
S1	Assign and record roles: school leadership, office with sparing releases, class teachers, teachers; remove the accounts of people who leave immediately.	R1, R9	[date, name]
S2	Switch on the reason for illness only if the school needs it, and record why here: [reasoning]. Never switch it on in Brandenburg.	R1	[date, name]
S3	Enter a duty to present a medical certificate only where the Land's law or the school rules provide for it. In North Rhine-Westphalia accept certificates on paper and only record their receipt.	R1	[date, name]

No.	Measure	Risk	Done on, by
S4	Check and confirm the retention periods; set a deletion procedure for grades, reports, messages and accounts; observe the Land's archive offer before deleting.	R10	[date, name]
S5	Set up the school login with multi-factor authentication for teachers where the school has one; switch on the second factor for the school leadership.	R9	[date, name]
S6	Device rule: official devices, or private devices after approval or notification under the Land's law; screen lock, current software, no shared use; hide push content on the lock screen.	R4, R8	[date, name]
S7	Involve the staff council and conclude a service agreement on the audit log: for data protection control only, inspection only for a specific reason and under the four-eyes principle, no performance or behaviour control, deletion period. SavePaperwork's information sheet for the staff council contains a template. Competent: [staff council at the school, at the school office or at the district government].	R7	[date, name]
S8	Inform parents, staff and pupils with the privacy notices.	—	[date, name]
S9	Instruct users: no health or family details in free text, no sensitive content in circular titles, care with e-mail addresses, log out on shared devices.	R4, R9, R11, R13	[date, name]
S10	Take parents' e-mail addresses from a reliable source, check invitations before sending and verify the link between parents and children.	R11	[date, name]
S11	Download the whole export regularly, for instance every half-year, and store it securely at the school; set an emergency procedure for outages, such as a paper class register.	R5	[date, name]
S12	Join a network only after agreement with the partner schools; decide who releases contact details.	R12	[date, name]
S13	Decide whether the operator is to announce access to the school's data in advance or report it afterwards in text form, and give that as an instruction (DPA § 3(2)).	R3	[date, name]
S14	Check the Land's law under 3.8 and obtain the approval of the school supervisory authority where required.	R6	[date, name]
S15	Conclude the data processing agreement and take over the entries of the record of processing activities.	—	[date, name]
S16	Review this impact assessment every year and on material changes, for instance when an area is added or Annex 1 changes (Art. 35(11) GDPR).	all	[date, name]

6. Residual risk and result

With the measures of the platform and the school most residual risks are low. Medium risks remain for access by the operator (R3), availability that depends on one host (R5) and teacher accounts without a second factor (R9). In our assessment no high residual risk remains.

Prior consultation of the supervisory authority (Art. 36 GDPR) is only required if, after the measures, a high residual risk remains that the school cannot reduce further. In that case it submits this assessment to its supervisory authority before the processing starts. For Berlin, Brandenburg and North Rhine-Westphalia the result applies only with the restrictions under 3.8.

Result of the school (tick as applicable):

- [ ] The residual risks are acceptable; the processing is carried out with the measures under sections 4 and 5.
- [ ] Further measures are needed before starting: [measures, deadline].
- [ ] A high residual risk remains; the supervisory authority is consulted under Art. 36 GDPR.

7. Consultation and approval

Step	Entry
Opinion of the school's data protection officer (Art. 35(2) GDPR)	[date, result, name]
Views of the data subjects or their representatives, for instance school conference, parents' council, pupils' council (Art. 35(9) GDPR)	[body, date, result]
Involvement of the staff council (co-determination on technical equipment, for instance Art. 75a(1) no. 1 BayPVG, § 72(3) no. 2 LPVG NRW)	[staff council, date of consent or of the service agreement]
Approval or release under the Land's law, for instance the school supervisory authority in Berlin, the school leadership in Brandenburg	[body, date, reference]
Approval by the school leadership	[place, date, name, signature]
Next review	[date, at the latest in one year]

The information on the platform reflects the state of 12 November 2026. SavePaperwork announces changes that affect this assessment: new sub-processors 30 days in advance (DPA § 6), material changes to the measures in Annex 1 (DPA § 4(3)).