

# Cognivio UK Data Protection Addendum

Version 1.0 · 6 October 2026

## 1. Parties, scope and precedence

1.1 This UK Data Protection Addendum (the “Addendum”) is made between Cognivio Ltd., an Israeli company in formation (“Cognivio”), and the school or organisation that accepts it (the “School”).

1.2 It applies to all personal data that Cognivio processes for the School where UK Data Protection Law applies to that processing (“UK Personal Data”).

1.3 It forms Annex C-1 (United Kingdom) of Cognivio’s Data Processing Addendum, version 2.1 (the “DPA”), and supplements Cognivio’s Privacy Policy, version 2.1 (together with the DPA, the “Terms”). On any conflict concerning UK Personal Data, this Addendum prevails. Capitalised terms not defined here have the meanings given in the DPA.

## 2. Definitions

2.1 “UK Data Protection Law” means the UK GDPR, the Data Protection Act 2018 and the Privacy and Electronic Communications Regulations 2003, each as amended, including by the Data (Use and Access) Act 2025.

2.2 “ICO” means the UK Information Commissioner’s Office, or any successor regulator.

2.3 “Restricted Transfer” means a transfer of UK Personal Data to a country outside the UK that is not covered by UK adequacy regulations.

2.4 “IDTA” means the International Data Transfer Agreement issued by the ICO. “UK Addendum to the SCCs” means the ICO’s International Data Transfer Addendum to the EU Standard Contractual Clauses.

2.5 “UK Extension” means the UK Extension to the EU-US Data Privacy Framework.

2.6 “Biometric Data”, “controller”, “processor”, “personal data breach” and “special category data” have the meanings given in the UK GDPR.

2.7 “Reference Photos” means the photos of a Teacher that are provided so that the Teacher can be recognised in their own recordings.

2.8 “Teacher” means a member of the School’s staff with a teacher account. “Pupil” means a student present in a recorded lesson; personal data about a Pupil is Student Data under the DPA.

## 3. Roles

3.1 The School is the controller of UK Personal Data, and Cognivio is its processor. The exception is the data for which DPA clause 2.3 makes Cognivio an independent controller: account administration, security-log and billing data, and the creation and use of Non-Identifiable Data. For that data, Cognivio is a controller in its own right and is responsible for its own compliance with UK Data Protection Law.

3.2 Cognivio processes UK Personal Data only on the School’s documented instructions. The Terms, this Addendum and the School’s use of the platform’s settings together make up those instructions.

3.3 Cognivio will tell the School promptly if it believes an instruction infringes UK Data Protection Law.

3.4 The School is responsible for:

- (a) having a lawful basis for recording lessons and for the processing described in Annex 1;

- (b) giving Teachers, Pupils and parents the privacy information the law requires; and
- (c) obtaining every consent the law requires, including the consents in clauses 6 and 7.

#### **4. Processing details**

4.1 Annex 1 sets out the subject matter, duration, nature and purpose of the processing, and the types of personal data and data subjects involved.

4.2 Cognivio will not use UK Personal Data for any other purpose, except as clause 12.3 allows.

#### **5. Processor obligations (UK GDPR Article 28)**

5.1 Cognivio will ensure that everyone it authorises to process UK Personal Data is bound by confidentiality.

5.2 Cognivio will take the security measures required by Article 32 UK GDPR, as described in the Terms and in clause 8.

5.3 Cognivio will engage sub-processors only as clause 9 allows.

5.4 Cognivio will help the School respond to requests from individuals exercising their rights, as clause 11 describes.

5.5 Cognivio will help the School meet its obligations under Articles 32 to 36 UK GDPR, including any data protection impact assessment ("DPIA") and any prior consultation with the ICO.

5.6 At the end of the service, Cognivio will delete or return UK Personal Data as clause 12 describes.

5.7 Cognivio will make available the information needed to show compliance with this clause, and will allow audits as clause 13 describes.

#### **6. Teacher Reference Photos and Biometric Data**

**6.1 Purpose.** Reference Photos are used for one purpose only: to recognise the Teacher in their own recordings, so that the Teacher can be shown unblurred while everyone else stays blurred. Processing Reference Photos for this purpose is processing of Biometric Data to uniquely identify a person. It is special category data.

**6.2 Consent.** The School confirms that each Teacher whose Reference Photos are provided has given explicit consent under Article 9(2)(a) UK GDPR. The consent must be freely given, so a Teacher may decline without any detriment. A Teacher who declines is blurred in recordings like everyone else, and can still use the platform. Consent is recorded in the product. Where a Teacher consented before the in-product step was available, the School keeps the written record and confirms it to Cognivio before any Reference Photos are loaded.

**6.3 No stored template.** Cognivio does not create or keep a stored face template or embedding. Recognition is computed afresh, during processing, from the Reference Photos.

**6.4 Retention.** Reference Photos are kept for as long as the Teacher's account exists. They are deleted within 30 days of either the account being closed or the Teacher withdrawing consent.

**6.5 Withdrawal.** If a Teacher withdraws consent, the School will tell Cognivio without delay. Recognition of that Teacher stops from the next recording processed.

#### **7. Pupils in recordings**

**7.1 Blurred by default.** Pupils' faces are blurred in every recording and image that the platform shows to any user.

**7.2 Processing for detection and analysis.** To detect faces and to analyse the lesson, the original unblurred recording is processed by Cognivio's AI sub-processor (Annex 2). Cognivio deletes each file it uploads to that sub-processor once the request it was uploaded for is complete. Any residual retention on the sub-processor's side, such as abuse-monitoring logs, is

as stated in the Sub-processor List. The automated quality check uses frames of the blurred recording only. The original unblurred upload is deleted once the blurred version has been verified.

**7.3 No identification of Pupils.** To keep everyone except the consenting Teacher blurred, each detected face is compared, transiently and in memory, with that Teacher's Reference Photos, only to decide whether it is that Teacher. Nothing from the comparison is kept except the face's position and a match flag, and no template is created. No Pupil undergoes biometric identification. Cognivio does not identify Pupils and does not attribute speech or behaviour to an individual Pupil. Lesson audio, including what Pupils say, is analysed only to give feedback on the Teacher's lesson; no voiceprint is created.

**7.4 The School's responsibilities.** The School is responsible for:

- (a) its lawful basis for recording lessons in which Pupils are present;
- (b) informing parents and Pupils about the recording; and
- (c) any notification or consent required by the Protection of Freedoms Act 2012 or by the Department for Education's guidance on biometric data of children in schools.

**7.5 The School's undertaking.** The School will not ask Cognivio to identify any Pupil, and will not upload Reference Photos of any Pupil.

## **8. Security and personal data breaches**

**8.1 Security measures.** Cognivio maintains appropriate technical and organisational measures, including:

- encryption in transit and at rest;
- private storage that is reachable only through time-limited signed links;
- role-based access controls, with multi-factor authentication available to administrators and teachers; and
- the measures described in the Terms.

**8.2 Notification.** Cognivio will notify the School without undue delay, and in any event within 48 hours, after becoming aware of a personal data breach affecting UK Personal Data. This lets the School meet its own 72-hour duty to notify the ICO.

**8.3 Content of the notice.** The notice will describe the nature of the breach, the categories and approximate numbers of people and records affected, the likely consequences, and the measures taken or proposed. Information that is not yet available will follow as soon as it is.

**8.4 No public statement without notice.** Cognivio will not notify affected individuals or the ICO about a breach of the School's data without first telling the School, unless the law requires it to.

## **9. Sub-processors**

9.1 The School gives general written authorisation for Cognivio to use the sub-processors listed in Annex 2.

9.2 Cognivio will give the School at least 30 days' notice before adding or replacing a sub-processor. The School may object on reasonable data-protection grounds within that period. If the parties cannot resolve the objection, the School may end the service for UK Personal Data without penalty.

9.3 Cognivio will impose on each sub-processor, by written contract, data-protection obligations no less protective than this Addendum. Cognivio remains liable to the School for each sub-processor's performance.

## **10. International transfers**

10.1 UK Personal Data may be processed in the locations listed in Annex 2.

10.2 For any Restricted Transfer, Cognivio will ensure that a transfer mechanism recognised under UK Data Protection Law is in place before the transfer. In order of preference, those mechanisms are:

- (a) the UK Extension, where the US recipient is certified to it;
- (b) the UK Addendum to the SCCs; or
- (c) the IDTA.

10.3 Cognivio will carry out and record the transfer risk assessment required by UK Data Protection Law, as amended by the Data (Use and Access) Act 2025. It will share a summary with the School on request.

10.4 Transfers to countries covered by UK adequacy regulations need no further mechanism. These currently include Israel and the countries of the European Economic Area.

## **11. Individuals' rights and assistance**

11.1 Teachers may use the Service's in-product tools to see and delete their own data, and the School authorises this. Cognivio will pass to the School, within 5 working days, any other request it receives from an individual about UK Personal Data. It will not respond to the request itself unless the School instructs it to.

11.2 Cognivio will help the School, through the platform's tools or otherwise, to respond to requests for access, correction, erasure, restriction, portability and objection, and to handle complaints.

11.3 Cognivio will give the School the information it reasonably needs for any DPIA covering its use of the platform. This includes a description of the processing, the risks Cognivio has identified and the measures in place.

## **12. Retention and deletion**

**12.1 Recordings.** By default, blurred lesson recordings are kept until 60 days after the end of the school year in which they were made, as set out in Cognivio's Data Retention Policy. They are kept longer only if both the Teacher and the School choose to keep them.

**12.2 End of the service.** Within 30 days of the service ending, Cognivio will delete all UK Personal Data, including Reference Photos. Before deletion, the School may ask for an export. Copies that the law requires Cognivio to keep are retained only for as long as that law requires, and only for that purpose. Deleted data leaves backups within the backup rotation period described in DPA clause 11.2, and Cognivio confirms deletion in writing.

**12.3 Non-Identifiable Data.** Cognivio may create Non-Identifiable Data and use it as DPA clause 9 and Annex B set out. Non-Identifiable Data contains no imagery, facial templates, voiceprints or other biometric data, and Reference Photos are never used to create it. Creating it is processing of UK Personal Data for which Cognivio is a controller (clause 3.1), relying on its legitimate interests. Once created, it does not identify any person and is not personal data.

## **13. Audit**

13.1 Cognivio will provide, on request, the information reasonably needed to show compliance with this Addendum. This includes its policies and any independent security reports.

13.2 If that information is not enough, the School may audit Cognivio, or appoint an independent auditor bound by confidentiality, once in any 12-month period. The School must give 30 days' notice and bears its own costs. An audit may also take place at any time after a personal data breach, or if the ICO requires one. Audits are carried out remotely unless UK Data Protection Law requires an on-site audit. Cognivio will complete the School's reasonable security questionnaires within 14 days.

## 14. Governing law and acceptance

14.1 This Addendum is governed by the law of England and Wales, so far as it concerns UK Data Protection Law. In all other respects, the governing law and jurisdiction stated in the Terms apply.

14.2 This Addendum takes effect when a person authorised to bind the School accepts it, either in the platform or in writing (including by email to Cognivio).

14.3 Cognivio will keep a record of each acceptance, showing the version accepted, the person accepting and their role, and the date and time.

14.4 A new version takes effect only when the School accepts it. Until then, the version last accepted continues to apply.

## Annex 1: Processing details

Subject matter: lesson observation and coaching feedback for the School's teachers. Duration: the term of the service, plus the deletion period in clause 12. Nature: collection, storage, AI analysis, display and deletion.

| Data subjects                                           | Personal data                                                                                                                                       | Purpose                                                                                                                                                           | Kept for                                                                                            |
|---------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------|
| School admin                                            | Name, work email, role, sign-in and activity records                                                                                                | Account access, administration, support                                                                                                                           | Life of the account                                                                                 |
| Teachers                                                | Name, work email, role; lesson recordings (video and audio); lesson plans and curricula uploaded; AI analysis, feedback and goals; activity records | Coaching feedback on the Teacher's own lessons; goal and growth tracking; observation of, and feedback on, lessons the Teacher chooses to share with School staff | Recordings: end of the school year plus 60 days (clause 12.1). Everything else: life of the account |
| Teachers who consent                                    | Reference Photos (Biometric Data, special category)                                                                                                 | Recognising the Teacher in their own recordings so that only they are shown unblurred                                                                             | Life of the account, or until consent is withdrawn (clause 6.4)                                     |
| Pupils                                                  | Image and voice as captured in recordings                                                                                                           | Incidental to analysing the Teacher's lesson; faces blurred in everything displayed; never identified                                                             | As the recording                                                                                    |
| Other adults present (for example, teaching assistants) | Image and voice as captured in recordings                                                                                                           | Incidental; blurred in everything displayed                                                                                                                       | As the recording                                                                                    |

## Annex 2: Sub-processors and locations

| Sub-processor          | What it does                       | Data it receives                              | Location       | UK transfer basis                                          |
|------------------------|------------------------------------|-----------------------------------------------|----------------|------------------------------------------------------------|
| MongoDB Atlas (on AWS) | Main database and backups          | Account data, analysis, feedback, goals       | Israel         | UK adequacy                                                |
| Cloudflare R2          | Storage of recordings and images   | Recordings, Reference Photos, blurred renders | European Union | UK adequacy                                                |
| Railway                | Application hosting and processing | All data, in transit and in processing        | United States  | Clause 10.2 mechanism, as stated in the Sub-processor List |

| Sub-processor       | What it does                                  | Data it receives                                                                                                                                                                    | Location      | UK transfer basis                                          |
|---------------------|-----------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|------------------------------------------------------------|
| Google (Gemini API) | AI face detection and lesson analysis         | Unblurred recordings (each uploaded file deleted once its request completes); frames of blurred recordings for quality checks; Reference Photos where used to recognise the Teacher | United States | Clause 10.2 mechanism, as stated in the Sub-processor List |
| Anthropic (Claude)  | AI coaching assistant                         | Analysis and feedback text; no recordings or images                                                                                                                                 | United States | Clause 10.2 mechanism, as stated in the Sub-processor List |
| Resend              | Account emails (invitations, password resets) | Name, email address                                                                                                                                                                 | United States | Clause 10.2 mechanism, as stated in the Sub-processor List |

Cognivio itself operates from Israel, which is covered by UK adequacy regulations.

### Acceptance on behalf of the School

I confirm that I am authorised to bind the School, and I accept this Addendum (version 1.0) on its behalf.

School: \_\_\_\_\_

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

Role: \_\_\_\_\_

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