Data Processing Agreement

Version 1.0 · March 2026

This Data Processing Agreement ("DPA") forms part of the Terms of Service between:

Data Processor	Transceve Ltd, Company No. 16191698, Allia Future Business Centre, Kings Hedges Road, Cambridge, England, CB4 2HY ("Transceve")
Data Controller	The Client organisation as identified in the account registration ("Client")

This DPA is entered into pursuant to Article 28 of the UK General Data Protection Regulation (UK GDPR) and sets out the terms on which Transceve will process personal data on behalf of the Client.

1. Definitions

- "UK GDPR" means the UK General Data Protection Regulation as retained in UK law by the European Union (Withdrawal) Act 2018.
- "Personal Data" has the meaning given in UK GDPR Article 4.
- "Processing" has the meaning given in UK GDPR Article 4.
- "Data Subject" means the individual to whom Personal Data relates.
- "Sub-processor" means any third party engaged by Transceve to process Personal Data.
- "Services" means the Transceve platform and associated services as described in the Terms of Service.

2. Scope of Processing

2.1 Subject matter

Transceve will process Personal Data for the purpose of providing the Transceve impact measurement service to the Client.

2.2 Nature of processing

Processing activities include:

- Storage and retrieval of uploaded conversation recordings and transcripts
- Automated transcription of audio and video content
- AI-based analysis and scoring of transcript content
- Generation of analytics reports and grant report drafts
- Deletion of data in accordance with retention schedules

2.3 Categories of data subjects

Processing may relate to:

- Service users of the Client's programmes (typically vulnerable individuals in third sector contexts)
- Staff and volunteers of the Client organisation
- Other individuals whose data appears in uploaded content

2.4 Categories of personal data

Processing may include:

- Voice and video recordings
- Transcripts of conversations
- Pseudonymous service user references
- Demographic information where present in conversations
- Special category data including health information, mental health, and social care needs

2.5 Duration

Processing will continue for the duration of the Client's subscription and for such period thereafter as is necessary to fulfil deletion obligations.

3. Processor Obligations

Transceve agrees to:

3.1 Process only on documented instructions

Process Personal Data only on the documented instructions of the Client, including for transfers of Personal Data to a third country, unless required by applicable law to do otherwise.

3.2 Confidentiality

Ensure that persons authorised to process Personal Data are subject to appropriate confidentiality obligations.

3.3 Security

Implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, including:

- Encryption of Personal Data in transit and at rest
- Ongoing confidentiality, integrity, availability, and resilience of processing systems
- The ability to restore availability and access to Personal Data in the event of an incident
- A process for regularly testing, assessing, and evaluating the effectiveness of security measures

3.4 Sub-processors

Not engage another processor without prior specific or general written authorisation of the Client. Where general authorisation is granted, Transceve will inform the Client of any intended changes and give the Client opportunity to object.

Current approved sub-processors are listed at transceve.org/sub-processors and will be kept up to date.

3.5 Assist with data subject rights

Taking into account the nature of the processing, assist the Client in fulfilling its obligations to respond to requests from Data Subjects exercising their rights under UK GDPR.

3.6 Assist with security obligations

Assist the Client in ensuring compliance with obligations relating to security, breach notification, data protection impact assessments, and prior consultation with the ICO.

3.7 Deletion or return

At the choice of the Client, delete or return all Personal Data upon termination of the Services, and delete existing copies unless retention is required by applicable law.

3.8 Audit

Make available all information necessary to demonstrate compliance with this DPA and allow for and contribute to audits, including inspections, conducted by the Client or a mandated auditor.

4. Data Transfers

Transceve processes all Personal Data within the United Kingdom and the European Economic Area. No transfers to third countries will be made without the Client's prior written consent and appropriate transfer mechanisms in place.

5. Security Incidents

In the event of a Personal Data breach, Transceve will:

- Notify the Client without undue delay and, where feasible, within 72 hours of becoming aware
- Provide sufficient information to enable the Client to notify the ICO and affected Data Subjects where required
- Cooperate with the Client and take reasonable steps to mitigate the effects of the breach

6. Data Protection Impact Assessments

Where required, Transceve will assist the Client in carrying out data protection impact assessments and, where applicable, prior consultations with the ICO, taking into account the nature of processing and information available to Transceve.

7. Model Training — Special Provisions

Personal Data will not be used for AI model training purposes unless:

- The Client has explicitly opted in to the model training programme

- Appropriate anonymisation has been applied such that individuals can no longer be identified
- A separate written agreement governing the training programme has been executed

Opt-in to model training does not affect the Client's rights under this DPA or the Client's status as data controller.

8. Controller Obligations

The Client, as data controller, warrants that:

- It has a lawful basis for each processing activity
- It has provided appropriate privacy information to Data Subjects
- It has appropriate authority to instruct Transceve to process the Personal Data
- Any special category data has been collected and shared lawfully

9. Liability

Each party's liability under this DPA is subject to the limitations set out in the Terms of Service. Nothing in this DPA limits liability for wilful misconduct or fraud.

10. Governing Law

This DPA is governed by the laws of England and Wales.

11. Execution

This DPA takes effect when the Client accepts the Terms of Service. No separate signature is required. Organisations that require a countersigned DPA should contact hello@transceve.org.

For and on behalf of Transceve Ltd:

Signed	
Name	Damien Ribbans
Title	Director
Date	March 2026

For and on behalf of the Client:

Signed	
Name	

Title	
Organisation	
Date	