Starlight
SPARK INSIGHT
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DATA PROTECTION IMPACT ASSESSMENT

Data Protection Impact Assessment

Starlight: lessons, careers guidance, meetings, leadership insight and STAR21's own processing

Version 7.1 · 11 November 2026 · For: Schools, trusts, other controllers and their data protection officers

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Document control

Item	Detail
Document	Starlight Data Protection Impact Assessment (DPIA), Version 7.1
Status	Published. This version supersedes Version 7.0 and every earlier Starlight assessment, including the Coaching DPIA 6.0 and the Careers Guidance DPIA 1.0
Date	11 November 2026
Controller and processor	STAR21 Limited, Company No. 16357762, 8 Stuart Green, Warminster, Wiltshire BA12 9NU
ICO registration	STAR21 Limited is registered with the Information Commissioner's Office as a data controller, registration reference ZB889028 (registered 15 April 2025; current registration expires 14 April 2027, renewed annually)
Director responsible for data protection	Adam Sturdee, Director. Contact: info@starlightmentor.com
Data protection adviser	One West (Bath and North East Somerset Council)
Approved by	Adam Sturdee, Tim Chapman and Enzo Zadrima, Directors of STAR21 Limited, 11 November 2026
Review	Annually from approval, and sooner on any trigger in section C16
Jurisdiction	UK GDPR and the Data Protection Act 2018, as amended by the Data (Use and Access) Act 2025. Education guidance cited is for England unless stated; Annex F covers other territories
Related documents	SaaS Customer Agreement and Schedule 3 (data processing terms); School Authorisation Agreement; Teacher and Tutor Subscriber Agreements; Privacy Policy; Audio Recording Notices; parent communication and consultation templates; Opt-Out Notice; safeguarding guidance; StarDrive guidance; North Star Charter; Complaints Procedure. The Privacy Policy, Opt-Out Notice, classroom and meeting recording notices, parent communication and consultation templates, safeguarding guidance, StarDrive guidance, North Star Charter and Complaints Procedure are published in the Starlight document library. The agreements, and the careers notice and guidance, are provided to the customers and users they apply to and are available from STAR21 on request

How to use this document

- **Part A** is a two-page summary for leaders, teachers, careers advisers and parents.

- **Part B** explains what a school, trust or other controller decides and what it can rely on from STAR21.
- **Part C** is the core assessment and applies to every use of Starlight.
- **Part D** holds one schedule for each type of processing. A customer attaches only the schedules for the capabilities enabled under its subscription, and can ask STAR21 which those are at any time.
- **Annexes** give the technical detail a data protection officer or IT lead needs: subprocessors and security (A), the risk register (B), the mapping to the Department for Education's AI product safety standards (C), sources (D), a controller checklist (E), other territories (F), version history (G) and a glossary (H).

Where a safeguard is the school's to apply rather than STAR21's, this document says so. Everything else described as a control is operated by STAR21. STAR21 can provide further information on any point in this document on request.

Part A. Summary

What Starlight is

Starlight is a web platform provided by STAR21 Limited. A teacher, careers adviser or other authorised member of staff records audio (or uploads a video, from which the audio is extracted and the video discarded), the audio is transcribed, and the transcript is analysed by a large language model to produce a private written output: a coaching report, a careers guidance summary, a meeting report, classroom resources or, where enabled, feedback on pupils' work. The person who uploads the recording is the only user who can see it, the transcript and the AI outputs, and can delete all of it at any time.

Leaders do not see recordings, transcripts or individual reports. They see aggregated, de-identified patterns drawn from the uploads of at least three teachers, and how often each teacher has uploaded. Human observation records of the formal and coaching types are the one category of content written by someone other than the uploader and visible to organisation administrators.

Starlight is designed for professional development, reflection and workload reduction. It is not designed or offered for performance management, appraisal, capability procedures, grading of teachers, covert monitoring, safeguarding surveillance, or automated decisions about teachers or pupils. Pupils never interact with the AI; the only content a pupil can receive is feedback a named teacher has approved.

Who is affected

- **Teachers and other staff**: their voice, their reflections and AI commentary on their practice, and patterns in their practice over time.
- **Pupils**: what they say in lessons is transcribed, reports may refer to them, some outputs name them by first name, careers records are about named students, and, where enabled, their work is assessed and they receive approved feedback.
- **Parents, carers and other adults** recorded in meetings.
- **Careers advisers and tutors** using the service on their own account.

How the data flows

Audio is uploaded through a browser to STAR21's hosting in Germany and Finland and transcribed by Soniox in its European Union region, which deletes the audio and transcription record when the job completes. Other transcription providers are used in limited cases: Deepgram for languages Soniox does not yet support, and Rev AI or OpenAI's transcription service as fallbacks if Soniox is unavailable (Annex A). The transcript, class background, the teacher's earlier reflections and reports for that class and the chosen template are sent to OpenAI for analysis, which OpenAI carries out in its European region under zero data retention: OpenAI does not keep what is sent or returned, does not log it for abuse monitoring and does not use it to train models, within the limits set out in section C7.1; no account, school or teacher identifiers are sent. Outputs are stored with the recording in the uploader's account and a short summary is emailed to the uploader. When the uploader deletes a recording, the audio, transcript and outputs are deleted at once. Every user account is protected by multi-factor authentication. STAR21 trains no AI models on customer content, and its providers' use of content is confined to the transcription or analysis requested, as Annex A records.

The main risks and how they are managed

Risk	Residual rating	What manages it
Pupils' voices and words processed without pupils or parents understanding that this happens	Medium	School notices and parent communications that say pupils may be referred to; classroom recording notice; voluntary and transparent recording; pupil names replaced before any secondary use

Risk	Residual rating	What manages it
A report misattributes speech or misdescribes someone, and the error influences a decision	Medium	Outputs are private drafts the uploader reviews, can challenge and can delete; no decision is made by the system; human approval before any feedback addressed to a pupil leaves the platform; monthly quality assurance and termly evaluation
Sensitive information captured in a meeting or lesson	Medium	Guidance and an on-screen prompt not to record safeguarding, medical, disciplinary, grievance or capability discussions; uploader-only access; legal hold; school-level rules for meeting types (Schedule 3)
A teacher identified from an aggregated view in a small department	Medium	Minimum of three contributing teachers; no quotation or paraphrase in Deep Field; identities excluded by design; small-group guidance to schools
A StarDrive recorder lost before upload	Medium	School-owned devices; prompt upload and local deletion; loss procedure; nothing left on the device after deletion
Content used for purposes schools did not expect	Low	Use confined to the rules in Schedule 10; no training; aggregate statistics and national insight reports built only from de-identified lessons under published thresholds, with an organisation-level opt-out; contract terms that say so
Unauthorised access to recordings or transcripts	Low	Encryption in transit and at rest; multi-factor authentication for every user; customer segregation; role-based access; logging and monitoring; release testing (Annex A)

No residual risk is rated high. STAR21 does not consider prior consultation with the ICO necessary; section C15 explains when a controller should consider it for its own deployment. This is STAR21's assessment as supplier and processor. It gives each controller what it needs to complete its own assessment: what is processed, where, by whom, for how long, under what safeguards, and what remains for the controller to decide.

Part B. Using this DPIA as a controller

Who the controller is

The school, college or trust that holds the subscription is the controller for everything done under its licence; STAR21 is its processor under Schedule 3 of the SaaS Customer Agreement. A tutor or independent careers adviser using Starlight on their own account is the controller for the recordings they make. A teacher on an individual plan recording at their school acts for the school, which accepts the controller role through the School Authorisation Agreement. STAR21 is a controller in its own right only for the purposes in Schedule 10: accounts and billing, aggregate statistics, de-identified service improvement and national insight reports.

What the controller decides

1. Whether to use Starlight, and for which types of processing (which schedules apply).
2. Its lawful basis (section C5 sets out STAR21's view).
3. How it informs staff, pupils and parents, using the templates in the Starlight document library.
4. Which meeting types may be recorded (Schedule 3), and how observation records relate to appraisal (Schedule 4).
5. How it handles rights requests that reach content held in an uploader's account (section C12).
6. How it manages StarDrive recorders (Annex E).
7. Whether and how pupils receive approved feedback (Schedule 11).

What the controller can rely on

Annex A lists the subprocessors, hosting locations, transfer safeguards and security measures. Annex B is the risk register. Annex D lists the sources checked and the date checked. Annex E is a short deployment checklist. STAR21 provides reasonable assistance with a controller's own DPIA under Schedule 3, paragraph 10.

Enabling a further capability

Before any capability in Schedules 6 to 9 or 11 is enabled for a customer, STAR21 confirms that the conditions in that schedule are met and the customer updates its own DPIA and notices.

Part C. Core assessment

This assessment is carried out under Article 35 of the UK GDPR, because Starlight uses AI to analyse personal data, processes children's data and describes patterns in a teacher's practice over time, and is maintained throughout the product's life as the Department for Education's AI product safety standards expect. Each controller completes its own assessment of its deployment alongside it.

C1. What Starlight does

Type of processing	Who uses it	What is produced	Schedule
Lesson recording, transcription and coaching feedback, including discourse analysis, optional ratings, Deep Dive, Ask Starlight, Teaching Journey, Actions, the Lesson Toolkit, templates, the organisation focus and Classes	Teachers and other teaching staff	Transcript; coaching report; email summary; classroom resources; development goals; a picture of practice over time	1
Careers guidance conversations	Careers advisers (school staff, external advisers, careers organisations)	Transcript; guidance summary addressed to the student	2
Meetings: staff meetings, CPD, coaching conversations, meetings with parents or pupils	Any authorised user	Transcript; meeting report with decisions and actions	3
Leadership insight (Constellation, Department Dashboard, Deep Field, usage data) and observations	Leaders, administrators, observers	Aggregated, de-identified dashboards and reports; observation records; usage counts	4
Individual and trial accounts	Individuals; trial schools	As above, within the plan	5
Behaviour support records and plans	Pastoral and teaching staff	Drafts for staff to review	6
Assessment and feedback on pupils' work	Teachers	Draft feedback approved by the teacher before release	7
Attainment and progress tracking	Teachers and leaders	Cohort and individual progress views	8
Management information system integration	Administrators	Class lists and context imported from the school's MIS	9
STAR21's own processing: accounts and billing; aggregate statistics; service improvement; national insight reports	STAR21	Account records; statistics; de-identified working copies; published anonymous reports	10
Pupil access to approved feedback	Pupils, through the school's systems or a pupil view the school enables	Teacher-approved feedback	11

What Starlight does not do. It does not keep video. It does not identify anyone from their voice or infer emotion from the sound of a voice. It does not scan content for safeguarding concerns or alert anyone; the automated moderation check that OpenAI's terms require (C7.1) records only category counts, blocks nothing and alerts no one. It does not filter or monitor a school's network. It does not make decisions about anyone. It does not train AI models on customer content. Pupils do not interact with the AI.

C2. Roles

Activity	Controller	Processor
All processing under a school, college or trust subscription (Schedules 1, 3, 4, 6 to 9, 11), including careers guidance by the school's own staff or by an external adviser using the school's account	The subscribing organisation	STAR21, under Schedule 3 of the SaaS Customer Agreement
Careers guidance by an independent adviser or careers organisation on its own account	The adviser or organisation	STAR21
Individual plan held by a teacher recording at their school	The school, through the School Authorisation Agreement	STAR21
Tutor plan	The tutor	STAR21

Activity	Controller	Processor
Account, authorisation and billing records	STAR21	DocuSign, Dropbox Sign, Stripe, Microsoft 365, Twilio SendGrid
Aggregate statistics; de-identification and service improvement; national insight reports	STAR21 (the customer remains controller for the source content and authorises these uses in Schedule 3)	None

STAR21's subprocessors are listed in Annex A. Resellers and referral partners have no access to accounts, content or user details. One West advises STAR21 on data protection. STAR21 has assessed that Article 37 of the UK GDPR does not currently require it to designate a Data Protection Officer: it is not a public authority; its core activity is providing a private reflective tool to teachers rather than the regular and systematic monitoring of data subjects on a large scale; and special category data arises incidentally rather than as a core activity. The assessment is recorded and is reviewed at each review of this document, before any learner-facing feature is enabled and whenever the scale of processing changes materially. Adam Sturdee is the director responsible for data protection.

C3. Data

C3.1 Categories

Category	Content	Data subjects
Account data	Name, work email, role, organisation, authoriser details, acceptance records, subscription status (card details are held by Stripe)	Users, authorisers
Audio and transcripts	Everything said, with speaker labels (Speaker 1, Speaker 2); names used in the room	All present
Class context	Class name, year group, subject, and background about the class entered by the teacher	Teacher; the class
AI outputs	Reports, analysis, ratings, Ask Starlight answers, Teaching Journey, Actions, Toolkit resources (which can name pupils by first name), meeting reports, careers summaries, assessment feedback	Teacher; pupils; others named
Reflections and observation records	The teacher's reflections; an observer's notes about a named teacher	Teacher, observer
Usage data and leader views	Upload records (title, duration and date), upload counts, last upload date, ratings, template activity, access logs; aggregated patterns across at least three teachers	Users
Careers, assessment, MIS and pupil-access data (Schedules 2, 7, 9, 11)	Named student records; pupils' work and feedback; class lists and the minimum fields agreed with the school; approved feedback shown to a pupil	Students, pupils, staff

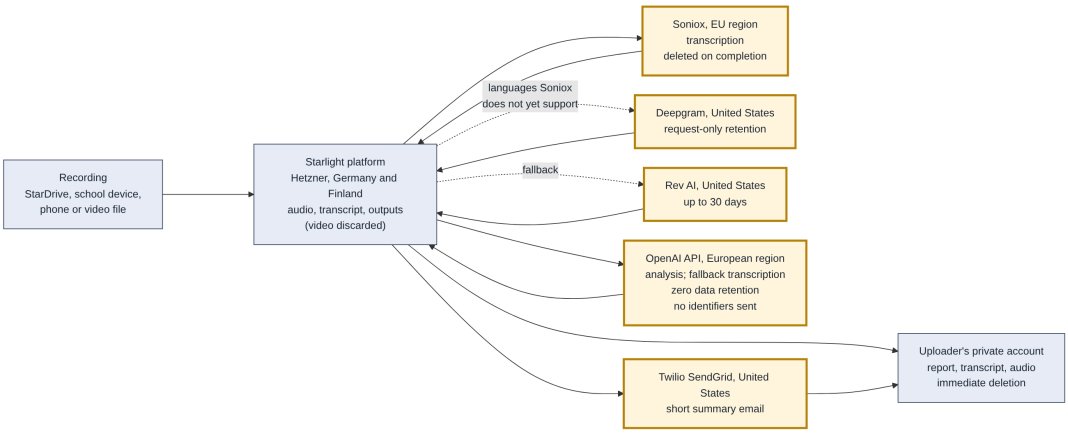
C3.2 Special category and criminal offence data

Starlight does not seek special category or criminal offence data, and users are instructed on screen and in guidance not to record safeguarding, medical, disciplinary, grievance or capability discussions. Where such data arises incidentally in a lesson, meeting or guidance conversation, section C5.4 sets out the conditions and Schedule 3 the controls for sensitive meeting types.

C3.3 Lifecycle

1. **Capture**, on a StarDrive recorder, a school device or a phone, or as a video file. Recording is transparent: the classroom notice is displayed and staff, pupils and parents are informed by the school.
2. **Upload** through the browser over an encrypted connection to STAR21's platform, hosted by Hetzner in Germany and Finland. The upload screen reminds the uploader which meeting types not to record and that everyone present must know the meeting is being recorded. Video is converted to audio and discarded.
3. **Transcription** by Soniox in its EU region, which returns a transcript with speaker labels; STAR21's integration deletes the file and record from Soniox when each job completes. For a language Soniox does not yet support, the audio is transcribed by Deepgram instead; if Soniox is unavailable, Rev AI or OpenAI's transcription service is used as a fallback (C7.1 and Annex A).
4. **Analysis** by OpenAI in its European region under zero data retention (C7.1). All content is scanned for prompt injection first and passes through the moderation check described in C7.1. No account, user or school identifiers are sent; requests are stateless and OpenAI keeps no conversation state.

5. **Use.** The report appears in the uploader's account and a short summary is emailed through Twilio SendGrid. The uploader reads, rates, reflects, challenges through Ask Starlight, exports as PDF or shares by their own choice. Leader views are built under Schedule 4.
6. **Retention and deletion.** Content stays until the uploader deletes it, until the school instructs its deletion, or until the subscription ends. When the uploader deletes a recording, the audio, transcript and every output are deleted at once; a record that an upload took place (title, duration and date) is kept as usage data. A legal hold suspends deletion. On contract exit, data is deleted or returned within 90 days. Where a free trial ends without a subscription, its content is kept for two years from the end of the trial and then deleted automatically (C9).



C4. Children

Pupils' data is processed because they speak in lessons, are discussed in meetings, are the subject of careers guidance and, where enabled, produce the work that is assessed and receive approved feedback. Pupils do not interact with the AI and no profile of a pupil is built for STAR21's purposes.

The ICO's Children's code applies to information society services likely to be accessed by children. For staff-facing processing carried out on the school's instructions, STAR21 applies the code's standards as good practice, as the DfE's product safety standards expect: the best interests of the child as a primary consideration, data minimisation, no commercial reuse of children's data, and transparency the school can pass to pupils and parents. Where a school enables pupil access to approved feedback (Schedule 11), the pupil view is designed to conform to the code in full, including the children's higher protection matters in Article 25.

Pupils' interests are protected by: pupil names replaced before any secondary use; no profiling of pupils in leader views; human review of anything that describes a pupil before it leaves the platform; notices and parent communications that say pupils may be named and quoted; and school-level controls on recording in sensitive contexts. Parents and other adults are recorded only in meetings the school has decided may be recorded, after being told (Schedule 3).

C5. Lawful bases

C5.1 Schools, colleges and trusts. Maintained schools, academies and colleges are public authorities, which cannot rely on legitimate interests for their public tasks, and contract is available only where the data subject is a party. STAR21's view is that the lawful basis for a school's use of Starlight is **public task** (Article 6(1)(e)): supporting the quality of teaching, staff development, careers guidance and the education of pupils are functions laid down in education law. The school identifies the specific function in its own DPIA and notices. Consent is not relied on: it could be withdrawn by any pupil or parent at any time and the imbalance between school and pupil makes it unreliable. Where a school obtains agreement before recording, that is a safeguard and a condition of participation, not the lawful basis; STAR21 provides an opt-out notice template.

C5.2 Independent schools, tutors, independent advisers and careers organisations may rely on **legitimate interests** after a documented balancing assessment, giving particular weight to children's interests, or on **contract** where the data subject is their client. STAR21 provides a model legitimate interests assessment.

C5.3 STAR21's own purposes rest on **contract** (accounts and billing) and **legitimate interests** (security and records, aggregate statistics, de-identified service improvement, national insight reports), recorded in a legitimate interests assessment reviewed annually and summarised in Schedule 10. STAR21 does not rely on the recognised legitimate interests basis or on consent.

C5.4 Special category and criminal offence data. Where such data arises, the school needs an Article 9 condition as well as a lawful basis. The conditions available are Article 9(2)(g) with Schedule 1, Part 2 of the Data Protection Act 2018, paragraph 6 (statutory purposes) or paragraph 18 (safeguarding), each with an appropriate policy document; and Article 9(2)(h) for SEND or health information processed for education and care. Criminal offence data requires a Schedule 1 condition under section 10(5), again paragraph 6 or 18. Independent controllers identify their own condition; for careers conversations that deliberately cover

health or disability, explicit consent is the most defensible (Schedule 2). STAR21 does not determine any Article 9 condition for customer content, because it does not decide to collect such data; its position on incidental sensitive content in de-identified evaluation material is in Schedule 10.4.

C5.5 The Data (Use and Access) Act 2025. The main provisions came into force on 5 February 2026 and the complaints procedure requirement on 19 June 2026. Those relevant here are the automated decision-making rules in Articles 22A to 22D (section C7.4), the data protection test for international transfers (C11), the children's higher protection matters in Article 25 (applied in Schedule 11), the subject access timescale clarifications (C12) and the complaints requirement, which STAR21 meets through its published Complaints Procedure.

C6. Necessity and proportionality

Starlight's purpose is to give teachers specific, timely feedback on their practice from a record of what happened in the lesson; to give careers advisers an accurate record of a guidance conversation; to reduce the time staff spend writing up meetings and preparing resources; and, where enabled, to help teachers give pupils better feedback faster. The DfE's policy on generative AI in education recognises teacher-facing uses of this kind.

Audio with transcription is the least intrusive way to obtain an accurate record of classroom talk: observation is limited by observer time and more intrusive, self-report is unreliable, and video captures faces and behaviour. Data is minimised by replacing pupil names before any secondary use, by the on-screen prompt that the class context describes the class and not individual pupils, and by letting schools restrict recording to lessons. Audio is kept with the transcript because listening back is part of the reflective purpose and supports accuracy; retention is controlled by the uploader, the school and contract exit. The AI analysis is proportionate because its outputs are private, advisory, reviewable and deletable.

Speech and biometrics. Speaker labelling separates voices within a recording; it does not match a voice to a person, store a voiceprint or recognise anyone across recordings. Under sections 26 to 28 of the Protection of Freedoms Act 2012, voice data is biometric only where used for an automated biometric recognition system, which Starlight does not operate. Any comment on engagement or climate is drawn from the words in the transcript, never from tone, pitch or volume.

C7. AI processing

C7.1 Providers. Soniox receives the audio and returns the transcript, processing in its EU region (its agreement permits limited processing outside the region for operation, security and support), deleting the audio and record on completion and using content solely to provide the service requested and not to train models that serve other customers. Deepgram transcribes languages Soniox does not yet support; STAR21 has opted out of Deepgram's model improvement, so Deepgram retains the audio and transcript only for the duration of the request. If Soniox is unavailable, Rev AI or OpenAI's transcription service is used as a fallback: Rev AI holds a job for up to 30 days, then deletes it, and does not use customer content for generative model training; OpenAI transcribes in its European region under the zero data retention arrangement described below and keeps no copy.

OpenAI receives the transcript, class context, the uploader's earlier reflections and reports for the class, and the template. Under STAR21's zero data retention arrangement with OpenAI, this content is processed in OpenAI's European region, is not logged for abuse monitoring, is not kept by OpenAI once the response has been returned and is not used to train OpenAI's models. Three limits apply, as OpenAI's terms describe. To speed up repeated requests, OpenAI may hold encrypted intermediate calculations derived from a request (not the text of the request) on the machine that processed it for no more than 24 hours, after which they are deleted. OpenAI screens requests automatically for misuse of its service and keeps only metadata from that screening, such as classifier types, dates, counts and scores, never the content. Images and files are scanned automatically for child sexual abuse material when they are submitted, and an image flagged by that scan may be kept for review; Starlight sends images only under Schedule 7. Content sent to OpenAI carries no account, school, class or user identifiers; names spoken in the room or entered by the uploader may appear in it, but nothing sent gives OpenAI the means to identify any pupil. Requests are stateless and Starlight uses no OpenAI feature that stores content between requests (no stored files, batch jobs or vector stores).

OpenAI's terms require STAR21 to run an automated moderation check on content sent to its models. The check records only category flags and counts, never the content; it does not block or alter any request, no one at STAR21 reviews content because of it, and nothing from it is shown to users or schools. STAR21 uses the aggregate counts only to tell OpenAI of any notable rise in high-severity flags, as those terms require. The check is not a safeguarding measure (C13). STAR21 cooperates with any OpenAI investigation of suspected misuse of its service by describing how Starlight uses the service and sharing aggregate moderation counts; it never shares customer content or identifies any school or user unless the law requires it.

No provider has access to the platform. STAR21 does not train its own models on customer content; its prompts and templates are improved using de-identified content under Schedule 10.

C7.2 Accuracy and evaluation. Transcription and analysis can be wrong: noise, overlapping speech, accents, young children's speech and speech differences reduce accuracy; speakers can be misattributed; a model can state what the transcript does not support, or generalise too confidently. Starlight supports more than 70 languages, including more than one language in a single recording. The controls at the point of use are that outputs are framed as prompts for reflection and grounded in the

transcript; Deep Dive shows the evidence; the uploader can read the transcript, listen back, challenge through Ask Starlight, rerun, edit where editable or delete; and careers and assessment outputs are approved by a person before they reach a student. Behind the product, STAR21 runs an evaluation routine: pilot testing with schools across accents, children's voices, speech differences associated with SEND, other languages and noisy classrooms (noise is mitigated by wearing the recorder); user ratings of every output and of transcript accuracy, reviewed by STAR21; monthly quality assurance of a random sample of de-identified outputs, which combines automated evaluation with human review and is signed off and recorded by authorised staff, covering accuracy, attribution, grounding, over-confidence, flattery and stereotyping; a termly structured evaluation of quality and bias using de-identified content; and independent evaluation by EdTech Impact, whose first report is dated November 2026.

C7.3 Fairness, profiling and manipulation. Templates are built on published pedagogical frameworks, leader views aggregate rather than rank, and no output is used to make a decision. Describing a teacher's patterns over time (Teaching Journey, Actions) and, where enabled, giving feedback on a pupil's work or tracking progress is profiling under Article 4(4); it is lawful under the controller's basis, is recorded here so that controllers can describe it in their notices, and the profiles are private, advisory and deletable. Feedback is written to be developmental: evidence-grounded, framed for reflection, without grades for teachers or marks for pupils, and the monthly QA checks for flattery, unjustified confidence and stereotyped characterisation, as the DfE manipulation standard expects.

C7.4 Automated decision-making. Starlight makes no decision about anyone. Every output is a draft or prompt for reflection; leaders see only aggregates and usage counts; assessment feedback is approved by the teacher before release. Articles 22A to 22D are therefore not engaged. A school that used an exported report in a capability decision, or let feedback reach pupils without review, would be making a decision in which Starlight played a part and would need to consider the Article 22C safeguards; the SaaS Customer Agreement, Schedule 4 and Annex E tell schools not to use outputs in that way, and Schedules 6 to 8 require human approval wherever an output could inform a decision about a pupil.

C7.5 Human oversight. The uploader chooses what to record and can challenge or discard every output; an adviser or teacher approves anything addressed to a student; schools decide through their policies how outputs may be used. STAR21 acts on a user's content without the user only in the situations set out in C8.

C8. Access and protection against misuse

1. **Uploader only.** A recording, its transcript and every AI output are visible within the platform only to the person who uploaded it. Administrators, leaders and other users cannot open them.
2. **Sharing is the uploader's choice**: export as PDF, share by email from their own email client, or bring to a coaching conversation. Once exported, the copy is in the school's own systems and policies.
3. **Leaders see aggregates and usage.** Constellation (weekly and monthly) and the Department Dashboard (monthly) are produced only when at least three teachers have contributed, the Department Dashboard requiring at least three uploads per teacher in the month with equal weighting; Deep Field reports draw on transcripts, take no more than 25 per cent of material from any one teacher and never quote or paraphrase. Leaders also see upload counts and last upload date per user, and engagement, ratings and template activity. Teacher identities are excluded by design.
4. **Observations.** Formal and coaching observations written by an observer about a named teacher are visible to administrators and exportable; other types are private to observer and teacher. The teacher is notified of every observation.
5. **Exceptions.** STAR21 acts on content without the uploader in three situations only: a legal hold, which freezes content against deletion without anyone viewing it; a lawful request from a Local Authority Designated Officer, the police or a court, on the school's written instruction or where the law requires; and a rights request where the school's data protection officer instructs STAR21 in writing because the uploader has left the organisation or cannot act (C12). In each case the action is confined to the matter in hand, is logged, and the uploader is told unless the school instructs otherwise. There is no general right for a school to retrieve an uploader's content.
6. **Removed users.** When a user is removed from an organisation, their content cannot be opened by any user. It is retained under the organisation's subscription, so that access can be restored if the person returns and so that the organisation can meet a rights request, and is deleted on the organisation's written instruction or within 90 days of the end of the subscription, whichever is first; a legal hold suspends deletion.
7. **Pupils.** Where a pupil view is enabled, a pupil sees only their own teacher-approved feedback.

Each organisation's data is segregated; a trust sees aggregated views across its schools only under a trust subscription. Authorised STAR21 staff may access user content only where necessary to operate, maintain, secure or support the service, carry out proportionate quality assurance, or fulfil STAR21's legal obligations. Such access is under multi-factor authentication and confidentiality terms, is logged, and never gives a school or leader a route to an individual's content outside the exceptions above. The platform cannot be configured to give leaders a route to an individual's content and does not rank teachers; the SaaS Customer Agreement restricts use to educational and administrative purposes and the North Star Charter commits leaders not to use Starlight for surveillance, performance management or punitive evaluation. Access to content and administrative actions are logged, including legal holds, and logs are available to a controller in connection with an incident or allegation.

C9. Retention

Data	Retained	Deleted by
Recordings, transcripts, AI outputs, reflections, careers records, assessment outputs	Until the uploader deletes them (at once), the organisation instructs deletion, or 90 days after the end of the subscription or the closure of an individual account, whichever is first; legal hold suspends deletion	Uploader (immediate deletion); STAR21 (on instruction or at exit)
Content in a free trial that ends without a subscription (Launchpad or individual plan)	Two years from the end of the trial, then the account and all its content are deleted. Earlier if the uploader deletes it (at once), or if the school or account holder asks for removal or closes the account (within 90 days of the request); legal hold suspends deletion	STAR21 (automatic deletion at two years, or on request); uploader
Record that an upload took place (title, duration and date)	Kept as usage data after the content is deleted, for the life of the subscription or account	STAR21 at exit
Backups	Audio is not held in backups; deleted transcripts and outputs leave database backups within 24 hours	Automatic
Copies held by transcription providers	Soniox: deleted on completion of each job. Deepgram: for the duration of the request only. Rev AI: up to 30 days, then deleted. OpenAI (fallback): not retained	Provider (automatic)
Copies held by the AI provider	None: under zero data retention OpenAI keeps no copy of inputs or outputs. Encrypted intermediate calculations used to speed up repeated requests are deleted within 24 hours; misuse screening keeps metadata only; an image flagged by OpenAI's automated child-safety scan may be kept for review (Schedule 7 only)	OpenAI (automatic)
Copies held by the email provider	Message content only as needed for delivery (retries up to 72 hours); delivery records up to 37 days; limited content samples for security up to 7 days; certain pseudonymised security records up to one year	Twilio (automatic)
Leader views and observation records	While the subscription runs; exported observation records under the school's policy	STAR21 on contract exit; school for exports
Approved feedback shown to a pupil	While the feedback exists; the school sets how long pupils can see past feedback	Teacher; STAR21 on contract exit
Usage data, access logs and moderation counts (no content)	While the subscription runs and for the exit period; incident logs for the incident record	STAR21
Account, authorisation and billing records	Life of the account and up to six years after, for contractual and tax records	STAR21
Pending sign-ups awaiting authorisation	14 days	Automatic
De-identified working copies (Schedule 10)	For the task; never beyond 90 days	STAR21
Recordings on StarDrive devices	Until the user deletes them; guidance is to delete after a successful upload	User

Schools set an expectation in their deployment guidance for how long staff keep content they no longer need (Annex E).

C10. Security and incidents

Annex A sets out the measures in full. Data is encrypted in transit and at rest and hosted by an ISO/IEC 27001 certified provider in the EU, with backups in the EU. Every user account, including administrators, is protected by multi-factor authentication, as is STAR21 staff access. All content passed to the AI model is scanned for prompt injection and mitigated before processing, and passes through the moderation check described in C7.1; Ask Starlight is confined to the user's own lesson; outputs are checked through the monthly QA and user ratings. Every change is tested by the developer team on a separate test platform before release and signed off by the chief product engineer. Security faults are fixed to the following timescales, the 14-day line being the benchmark set by Cyber Essentials and the DfE's cyber security standard for schools:

Severity	Commitment
Critical (actively exploited, or exposes customer content)	Contained within 24 hours; fixed within 72 hours
High (CVSS 7.0 or above)	Fixed within 14 days
Medium	Fixed within 30 days

Severity	Commitment
Low	Next scheduled release, and within 90 days
Third-party security updates rated critical or high	Applied within 14 days of release

Personal data breach. STAR21 notifies the affected controller without undue delay and in any event within 48 hours of becoming aware, with the information the controller needs for its own 72-hour notification to the ICO, under a written breach procedure that is tested annually. A lost StarDrive is a potential breach for the school as controller; STAR21 can confirm what was uploaded and freeze related content (Annex E).

C11. International transfers

Hosting, Soniox transcription and OpenAI's analysis take place in the EU, which the UK recognises as adequate. Soniox, Deepgram, Rev AI, OpenAI and Twilio are established in the United States, and Deepgram, Rev AI and Twilio process in the United States, so STAR21 treats each as a restricted transfer and relies on the EU Standard Contractual Clauses with the UK International Data Transfer Addendum, supported by a transfer risk assessment for each, reviewed with this DPIA. OpenAI's European processing is configured through its data residency controls, which do not extend to OpenAI's own system data; Starlight uses only OpenAI services that OpenAI processes in its European region. The Data (Use and Access) Act 2025's data protection test applies from 5 February 2026. For customers outside the UK, the flows are the same and the customer's own transfer rules apply to its export of data to STAR21 (Annex F).

C12. Individual rights and complaints

The controller answers rights requests and STAR21 assists under Schedule 3. Because content sits in the uploader's account, schools build these steps into their procedures:

- **Access.** The school asks the uploader, as its member of staff, to search and export the relevant content. Where the uploader has left the organisation or cannot act, the school's data protection officer may instruct STAR21 in writing to search the content held under the school's subscription for the data subject's personal data and to provide the matching lessons and passages; STAR21 confines its access to that data, logs the action and tells the uploader unless the school instructs otherwise. Automatic transcription can misspell a name and does not identify pupils as speakers, so the school supplies the classes and date range where it can and may need to review a recording directly. STAR21 can also confirm from account data, without opening content, which users uploaded in a given period. The school decides what to disclose and redacts third-party data, and may ask STAR21 for a legal hold while the request is open; section 173 of the Data Protection Act 2018 makes it an offence to alter or destroy records to prevent disclosure.
- **Rectification and erasure.** Editable fields (titles, class details, observation records, careers summaries, assessment feedback) can be corrected and a reflection can note an inaccuracy; transcripts are not edited because the audio is the source. The uploader deletes; STAR21 deletes on the controller's written instruction and at contract exit.
- **Restriction and objection.** Implemented by legal hold on the school's instruction; a teacher may object to use of their content under Schedule 10.
- **Portability.** PDF reports, copyable transcripts, spreadsheet export of shared observations, and machine-readable data on the controller's request.

Complaints about the school's processing go to the school's data protection officer. Complaints about STAR21's processing or about the product follow STAR21's published Complaints Procedure: acknowledged within five working days, answered in full within twenty working days (and within one month for data protection complaints), handled by Adam Sturdee as the director responsible for data protection, with the right to complain to the ICO at any time.

C13. Safeguarding

Starlight is not a safeguarding tool and does not scan for, flag or escalate concerns. Keeping children safe in education places safeguarding responsibility on the school, and the DfE's filtering and monitoring standard applies to the school's network. A member of staff who hears a disclosure acts on it at once under the school's procedures, whether or not it is recorded. Where a recording becomes relevant to a concern or allegation, the school asks STAR21 for a legal hold and follows its procedures, including the Local Authority Designated Officer where the statutory guidance requires; STAR21 does not review content and discloses only to the school or, where the law requires, to the authority. STAR21's guidance on recordings, safeguarding and allegations (classroom) and on recordings, safeguarding and disclosures (careers) set out the procedures. The automated moderation check that OpenAI's terms require (C7.1) is not a safeguarding measure: it keeps no content, alerts no one, and STAR21 does not review content because of it.

C14. Consultation

Consultation has been extensive and continues. STAR21 has consulted a number of teaching unions on the design of the service, in particular the uploader-only access model, the separation from appraisal and the treatment of observation records; held exit interviews with each of its three pilot schools, whose feedback shaped the layered report design, the private outputs, the minimum-contributor rules and the recording guidance; consults customers and individual teachers continuously through surveys and discussion; receives ratings and comments on every output through the platform, which STAR21 reviews; and has commissioned independent evaluation by EdTech Impact. Pupils and parents are consulted through their school, using the consultation template STAR21 provides.

C15. Residual risk, advice and conclusion

Annex B is the full register. The inherent risks rated high (pupils' data processed without adequate transparency, sensitive meeting content, inaccuracy influencing a decision, identification from aggregated views, unauthorised access, loss of a recorder, unexpected secondary use) are each reduced to medium or low by the controls described. No residual risk is rated high; those rated medium depend on how each school deploys the service and on the inherent limits of transcription and language-model accuracy. STAR21 does not consider the Article 36 threshold for prior consultation with the ICO reached. A controller whose deployment adds risk (for example routine recording of sensitive meetings, or assessment feedback for very young pupils) should assess its own residual risk with its data protection officer.

Conclusion. The processing is necessary for legitimate educational purposes, proportionate to them, and controlled by the measures described. The conclusion holds for every type of processing in Schedules 1 to 11 when carried out under the conditions in the relevant schedule.

C16. Review

This DPIA is reviewed annually and sooner on: a new or changed subprocessor, model provider or processing location; a change to a provider's retention, residency or safety-processing terms; a change in what is sent to a model provider; any feature that identifies speakers by voice, infers emotion from audio, or scans or flags content beyond the moderation check described in C7.1; any use of content beyond Schedule 10 or change to the insight report thresholds; a change to the access model; a material change in UK law or ICO or DfE guidance, including a new edition of the product safety standards; a personal data breach affecting content; a complaint or regulator enquiry that reveals a gap; or the first customer in a territory not covered by Annex F. Before a capability in Schedules 6 to 9 or 11 is enabled for the first time, STAR21 confirms its conditions are met, seeks the advice of its data protection adviser, obtains the directors' approval, updates Annex A and Annex B, the Privacy Policy and the templates where needed, notifies the customer under Schedule 3 and records the step in Annex G.

Part D. Schedules

Each schedule is self-contained and states what is processed, who is responsible, the expected lawful basis, the controls and the conditions under which the processing takes place. Part C applies to every schedule; the risks for each are in Annex B.

Schedule 1. Lesson recording, coaching feedback and teacher tools

Purpose. A private, specific and timely record of a lesson and evidence-grounded feedback on the teacher's practice, so that the teacher can reflect, set goals and track their own development; and classroom resources generated from the transcript to save preparation time.

What is processed. Audio and transcript; class context; the teacher's reflections; the chosen template; the coaching report (three things from this lesson, discourse analysis, personalised feedback, optional ratings, Deep Dive); Ask Starlight answers; the organisation focus; Actions; Teaching Journey (after three reflections); Lesson Toolkit resources (retrieval questions, vocabulary, misconceptions, homework, participation logs, follow-up communications). Pupils' voices and words are in the audio and transcript; a report may quote or describe a pupil's contribution; participation logs and communications can name pupils by first name.

Roles and basis. School as controller, STAR21 as processor; public task (independent school: legitimate interests).

Controls. Uploader-only access; outputs framed as reflection prompts and grounded in the transcript; Ask Starlight and the full transcript for challenge; ratings can be switched off; deletion at any time; pupil names replaced before any secondary use; the recording notice and parent communication say pupils may be referred to; the Classes prompt that the context describes the class, not individual pupils, and that names, SEND, health or other details about particular pupils are not entered; a "check before use" line on Toolkit outputs that name pupils, which are sent only through the school's own channels; the North Star Charter and SaaS Customer Agreement restrict use to development; the teacher decides whether, when and with whom to share.

Schedule 2. Careers guidance conversations

Purpose. An accurate, timely and actionable record of a one-to-one guidance conversation, reducing the adviser's administrative load.

What is processed and how. The adviser obtains the agreement of the individual and, in a school, of the school, before recording. Starlight produces a transcript and a draft report (meeting details, discussion overview, guidance summary, agreed actions). The draft is editable, carries a watermark and cannot be exported until the adviser marks it as reviewed. The adviser then exports a PDF and shares it with the individual and, where applicable, the school; sharing happens outside the platform and is the controller's decision. The student or client is named and is the subject of the report; where under 18, this is children's data in identifiable form, which is the defining characteristic of this processing.

The guidance conversation is analysed by OpenAI in its European region under zero data retention (C7.1). The student's name is sent with the transcript so that the summary can be addressed to them; OpenAI keeps no copy.

Roles.

Situation	Controller
School-employed adviser, or external adviser engaged by a school and using the school's account	The school (the adviser acts under the school's authority as an authorised user)
Independent adviser or careers organisation on its own account	The adviser or organisation; the school receiving the report is a separate controller for its copy
Adult client engaging an adviser directly	The adviser

Lawful basis. School-commissioned guidance: public task (section 42A of the Education Act 1997 places schools under a duty to secure independent careers guidance). Independent adviser: legitimate interests with a documented assessment. Adult client: contract. Agreement to record is a safeguard and a condition of using the service, not the lawful basis; a refusal is honoured by conducting the session without Starlight. Article 8 (a child's consent to information society services) is not engaged, because Starlight is offered to professional users and consent is not the basis. Where health or disability is deliberately discussed, a school relies on the conditions in C5.4; an independent adviser's most defensible condition is the individual's (or, for a younger child, the parent's) explicit consent, stated in the adviser's privacy information.

Controls. Agreement before recording; access limited to the authoring adviser; no profiling beyond the guidance purpose; children's data excluded from any secondary use other than aggregate statistics; advisers instructed not to solicit sensitive information and to attach only relevant material; draft, watermark and export lock until reviewed; transcript and audio available for verification; recipients recorded and secure sharing advised; adviser-controlled deletion; controllers advised to set a defined retention period and to delete recordings once the finalised report has been issued and any review period has passed. The individual can request a copy of the report, transcript and recording from the controller. Advisers follow the safeguarding procedures of the setting in which they work; where a recording becomes relevant to a concern, the legal hold and disclosure procedure in STAR21's careers safeguarding guidance applies.

Schedule 3. Meetings

Purpose. An editable record of a meeting's discussion, decisions and actions.

Why this schedule has conditions. A parent meeting, a SEND review or a staff meeting can contain sensitive information, concern people who are not users and generate records the school must be able to produce, correct and retain. A record that exists only in one teacher's private account does not meet those needs on its own.

Conditions.

1. The school decides which meeting types may be recorded and records that decision in its deployment guidance. STAR21's guidance advises that safeguarding, medical, disciplinary, grievance and capability meetings, and meetings about allegations, are not recorded on Starlight; the upload screen repeats this and reminds the uploader that everyone present must know the meeting is being recorded.
2. Participants are told before recording starts what is recorded, who will see the report and how long it will be kept; for a meeting with a parent or pupil this is given in writing in advance where practicable (STAR21 provides a template), and anyone who objects is not recorded.
3. A meeting report relied on as a school record is exported into the school's own systems, where the school's records policy applies; the copy in Starlight is the uploader's working copy.
4. Where sensitive meeting types are recorded, the school's appropriate policy document covers them (C5.4).
5. Legal hold is available for any meeting content that becomes relevant to a complaint, allegation or legal process.

Schedule 4. Leadership insight and observations

Purpose. A picture of teaching across the organisation that supports professional learning, without access to any individual's recordings, transcripts or feedback; and a place to record human observations alongside AI feedback.

View	Built from	Rules
Constellation	Each contributing teacher's main coaching report	Weekly and monthly; no filters; three or more contributing teachers; organisation-level strengths, priorities, engagement and discourse patterns
Department Dashboard	The main coaching report	Monthly; no filters; three or more teachers each with at least three uploads in the month; equal weighting
Deep Field report	Transcripts	On request; filtered by year group, question and date range; no more than 25 per cent of material from any one teacher; inferences only, no quotation or paraphrase
Usage data	Account activity	Upload count and last upload date per user; engagement, ratings and template activity at organisation level
Organisation templates and focus	Set by the Starlight lead	Shape what each teacher's report covers; the organisation focus section is seen only by the teacher

Leader views are **aggregated and de-identified**, not anonymised: in a small department a leader who knows the staff could sometimes infer who contributed what, so schools are told to treat small-group views accordingly. Usage data is shown so that leaders can support participation; it is not a performance measure.

Observations. An observer logs a visit with development points for a named teacher. Formal and coaching observations are visible to administrators and exportable; drop-in, peer, self-reflection and other types are private to observer and teacher. The teacher is notified and invited to reflect. Observation records are a school record written by a colleague; the school decides in its own policy how they relate to appraisal. Starlight's AI feedback is never used for appraisal or capability.

Roles and basis. School or trust as controller; public task (independent school: legitimate interests). Trust-level views only under a trust subscription.

Schedule 5. Individual and trial accounts

- **Teacher plan**: a two-week free trial with three uploads activates only after a senior leader at the school accepts the School Authorisation Agreement through DocuSign or Dropbox Sign; a paid subscription follows only on the teacher's active choice.
- **Tutor plan**: the tutor is the controller and self-authorises; the Tutor Subscriber Agreement contains processor terms meeting Article 28(3).
- **Adviser route**: an independent careers adviser or organisation, with its own approval and documentation (Schedule 2).
- **Launchpad**: a free four-week trial for a small group of teachers at one school, with recorders supplied; the SaaS Customer Agreement, including Schedule 3, is incorporated.
- **Other individual plans** (for example supply teachers and consultants) follow the teacher-plan model: the person with authority at the organisation where recordings are made accepts the authorisation step before any upload.

Uploads are locked until authorisation is complete, so no audio enters the platform without the responsible person's acceptance. Pending sign-ups not authorised within 14 days expire and the account data is deleted. STAR21 is controller for account, authorisation and billing records; DocuSign or Dropbox Sign holds signatures and Stripe holds payment details, which STAR21 does not see. Content stays with the school's authorisation if the teacher leaves and is not transferred to the individual. An individual account holder can delete every upload before closing the account; any content remaining at closure is deleted within 90 days. Where a Launchpad or an individual-plan trial ends without a subscription, the account and its content are kept for two years from the end of the trial and then deleted automatically. Two years allows for schools that subscribe at the start of a later academic year, which can be more than ten months after a trial. The school or account holder can ask for earlier deletion at any time, and any user can delete their own uploads at once.

Schedule 6. Behaviour support records and plans

Scope. Where Starlight helps staff draft behaviour support records, plans or notes about a pupil from a recording or from information the member of staff enters.

Conditions. (1) The output is a draft for the member of staff to check, edit and approve; the system proposes no sanction, grade or category and makes no decision. (2) The school's own behaviour records remain in its own systems; the Starlight output is working material until exported. (3) The school's pupil privacy notice covers this use in language a pupil can

understand. (4) The Article 9 and 10 conditions in C5.4 are confirmed, with an appropriate policy document. (5) STAR21's termly evaluation covers these outputs for accuracy and for stereotyped or harmful characterisation. (6) The steps in C16 for enabling a schedule have been completed.

Schedule 7. Assessment and feedback on pupils' work

Scope. Where Starlight helps a teacher give feedback on pupils' work, including scanned handwritten work, with the lesson transcript as context.

What is processed. Images of pupils' work; the task, criteria and supporting materials; the lesson transcript and class context; draft feedback addressed to each pupil; a class summary; and the carry-forward of findings as context for the next lesson. Images are sent to the AI provider under the same terms as transcripts, except that OpenAI scans image inputs automatically for child sexual abuse material when they are submitted and may keep an image that scan flags for review (C7.1).

Design rules and conditions. The system awards no marks or grades; the teacher may add them. The system never guesses a pupil's identity. The teacher reviews, edits and approves every piece of feedback before it is printed, exported or shown to a pupil, and the output states that it was generated with Starlight and approved by the named teacher. Nothing in the output flags or characterises a pupil's welfare. Conditions: (1) pupil names are not sent to the AI provider, or are replaced before sending and restored on return; (2) the approval step is enforced in the product; (3) the school's pupil privacy notice covers AI-assisted feedback and parents are informed; (4) pupils own the copyright in their work and it is never used for any STAR21 purpose; (5) the termly evaluation covers feedback quality and consistency across year groups and across pupils with SEND and EAL; (6) retention follows C9 and the school's assessment policy; (7) the steps in C16 have been completed.

Schedule 8. Attainment and progress tracking

Scope. Where Starlight shows attainment or progress over time for a class, cohort or pupil, drawing on assessment outputs, lesson analysis or MIS data.

Conditions. (1) Any individual-pupil measure is labelled as derived from AI-assisted feedback, not as an assessment grade, and the data behind it is visible to the teacher. (2) Cohort views apply minimum group sizes and never identify a pupil. (3) The school's data protection and assessment policies cover the use and the pupil privacy notice is updated. (4) The measures have been validated against a school's own assessment data before general use. (5) No STAR21 purpose uses the measures other than aggregate statistics. (6) The steps in C16 have been completed.

Schedule 9. Management information system integration

Scope. Where Starlight connects to a school's MIS through the school's integration provider to import class lists and context, so that teachers do not re-enter them and so that assessment, progress and pupil-access features can match work and feedback to the right pupil.

How it works. The integration provider is a processor for the school. Starlight requests specific data sets, which the school approves in the provider's portal, can limit and can revoke at any time; data is synchronised several times a day. The provider is listed in Annex A before any school's integration is enabled.

Conditions. (1) Minimum necessary fields: for class matching, pupil name, class, year group and the school's pupil identifier; sensitive fields are requested only where a schedule that needs them is enabled, and only as optional data sets the school can decline. (2) Read only. (3) Identity matching uses the school's identifier; mismatches are surfaced to the teacher. (4) Pupils who leave are removed on the next synchronisation; on revocation or contract exit, imported data is deleted within the exit period. (5) Imported data is not sent to the AI provider except where a schedule requires it, is not used for any STAR21 purpose and never appears in leader views at individual level. (6) Schedule 3 of the SaaS Customer Agreement covers MIS data. (7) The school updates its DPIA and notices and the steps in C16 have been completed.

Schedule 10. STAR21's own processing

10.1 Accounts, authorisation and billing. STAR21 is controller for user account records, authoriser records, acceptance of agreements, subscription and payment status, support correspondence, and usage and access logs. Basis: contract, and legitimate interests in securing the service and keeping records. Processors: DocuSign, Dropbox Sign, Stripe, Microsoft 365, Twilio SendGrid. Platform content is never copied into STAR21's customer relationship system. Retention: the life of the account and up to six years after for contractual and tax records.

10.2 Aggregate statistics. Counts, proportions and trends that identify no person or school, used for research, evaluation, case studies, impact evidence, product analysis, partner reporting and the insight reports in 10.5. STAR21 applies the ICO's anonymisation guidance, including minimum counts and the motivated intruder test, before treating an output as anonymous. Partners and readers receive statistics and published findings only.

10.3 De-identified content for operating, evaluating and improving the service. To write and improve prompts and templates, test analysis, check accuracy and bias and investigate faults, STAR21 uses real examples under these rules, which Schedule 3 authorises:

1. Content is de-identified first: names and direct identifiers are replaced by an automated step before it is used, and the working copy carries no account, school, class or date metadata. Each task uses the de-identified copy and the minimum information it needs; identifiable recordings, transcripts and feedback are opened only where the task cannot be done otherwise and the person's authorised responsibilities justify it.
2. De-identified content is used only to operate, evaluate and improve the service and to produce the insight reports in 10.5. It is not used to market Starlight to or about any organisation, is not shared with any third party and is not used to train any AI model.
3. Access is limited to authorised staff whose responsibilities require it, is logged and is under confidentiality terms.
4. Working copies are destroyed when the task is complete and never kept beyond 90 days.
5. Pupil contributions are included only where the evaluation concerns how the system handles them and are never used to build any profile of a pupil; pupils' assessed work is never used.
6. STAR21 relies on legitimate interests, recorded in an assessment reviewed annually, and on the condition in 10.4; the customer remains controller for the source content.
7. This use is described in the Privacy Policy and the school's template notices.
8. Evaluation uses lesson recordings only; outputs from meetings, careers guidance, behaviour support and progress records are never used, and quality assurance of those outputs relies on the ratings and feedback of the users who hold them. A member of staff who encounters an excerpt that reveals sensitive information about a person who could be recognised stops, discards it and records that this happened.

De-identified content remains personal data in STAR21's hands, which is why these rules exist. STAR21's use is confined to the service the school has procured and does not extend to new products, commercial research or sharing.

10.4 Sensitive content in evaluation and insight material. A lesson transcript may contain a passing reference to a matter such as health, religion or family circumstances. STAR21 does not seek, extract, record or infer such information and treats no one differently because of it, so material from which such a matter could merely be guessed is not special category data in STAR21's processing. Where a transcript used under 10.3 or 10.5 contains an explicit reference of this kind about a person STAR21 could identify, STAR21 processes it only for evaluating the accuracy, fairness and quality of the service and for producing aggregate statistics, relying on Article 9(2)(j) of the UK GDPR and paragraph 4 of Schedule 1 to the Data Protection Act 2018, with the safeguards in Articles 84B and 84C: content is pseudonymised by an automated step before use, each task uses the minimum information it needs, no measure or decision about any person results, and the working copy is destroyed when the task is complete. Prompt and template work uses only excerpts in which no such reference remains; an excerpt found to contain one is discarded under rule 8. Where STAR21 investigates a fault or checks an output at a user's request, it acts as the school's processor and the school's own conditions apply.

10.5 National and sector insight reports. STAR21 publishes reports for the profession and its customers describing patterns in classroom practice across many organisations, such as how talk time, questioning or retrieval practice vary by phase or subject and change over a year. Rules, which Schedule 3 authorises and any organisation may opt out of:

1. Inputs are de-identified lesson transcripts and coaching reports only, with context limited to phase, subject, year-group band and term; never meetings, careers, behaviour, assessment, pupil-view or observation content; never content from an organisation that has opted out.
2. The analysis draws inferences only; it never quotes or paraphrases anything said and never characterises an individual teacher, pupil or class.
3. A finding is published only where it rests on at least ten organisations and two hundred lessons, no organisation contributes more than fifteen per cent of the material, and every breakdown in the report meets the same thresholds.
4. A named member of staff reviews every report before publication, applying the motivated intruder test. Each report states its methodology, thresholds, the number of organisations and lessons behind it and the period covered. The published report is anonymous information.
5. The working set is destroyed within 90 days of publication.
6. STAR21 is controller for the production step and relies on legitimate interests (its own, its customers' and the profession's), recorded as Purpose D of its assessment; 10.4 applies to the inputs.
7. The use is described in the Privacy Policy and the parent communication. An organisation may opt out at any time in its organisation settings or through its Starlight lead, with effect from the next report and no effect on its service.
8. No model is trained on the inputs; no data is sold or licensed; no input is shared; no report names, ranks or compares organisations. A customer that wants to see its own position against the national picture receives that comparison alone, within Schedule 4.

10.6 Model training. Customer content is not used to train AI models. The SaaS Customer Agreement, the School Authorisation Agreement and the subscriber agreements state this and confine STAR21's licence over uploaded content to providing, securing, operating, evaluating and improving the service and producing insight reports under 10.5. Any future proposal to train models on customer content would require a separate assessment, customer notice and a new version of this DPIA before it began.

Schedule 11. Pupil access to approved feedback

Scope. Where a school lets pupils receive the feedback on their work that their teacher has approved under Schedule 7, either through the school's own systems or through a pupil view within Starlight that the school enables.

The two routes. Through the school's systems, the teacher exports or prints the approved feedback and STAR21's processing ends at export. Through a pupil view, the school provides pupils' names and classes (directly or through Schedule 9), pupils sign in through the school's own arrangements, and each pupil sees only their own approved feedback: never recordings, transcripts, drafts, another pupil's feedback or any teacher's content, and never any interaction with the AI. The teacher can withdraw feedback from the view at any time.

Conditions. A pupil view makes that part of Starlight an information society service likely to be accessed by children, so the Children's code, the Article 25 children's higher protection matters and the DfE's learner-facing standards apply to it. The conditions are designed to meet each:

1. **One purpose, no engagement mechanics.** The view exists only to show a pupil their approved feedback; no advertising, nudging, rewards, streaks, notifications designed to prolong use or comparison with other pupils.
2. **High privacy by default.** Only the pupil's name and class, the approved feedback and access logs are held; no geolocation, device profiling, behavioural tracking or pupil profile; nothing about a pupil's use is used for any STAR21 purpose.
3. **School control.** The school decides whether to enable the view, for which classes and year groups, and how long pupils see past feedback; accounts are provisioned by the school, with no self sign-up, under the school's own sign-in arrangements.
4. **Transparency in a child's language.** A short notice in the view, adapted by the school for the age group, explains what the pupil can see, that a teacher approved it, that nothing they do there is used to judge them, and how to raise a concern.
5. **No AI interaction or generation.** Everything a pupil sees was written or approved by a named teacher; the DfE filtering, monitoring, cognitive, emotional and mental health standards are met by design because there is no generated or interactive content for a pupil to encounter.
6. **A route to raise a concern** with the teacher or the school's designated safeguarding lead; STAR21 does not monitor pupils' activity; the school's safeguarding and filtering and monitoring duties apply to its own network and devices.
7. **Accessibility and testing**: the view meets the school's accessibility expectations, is tested with pupils of the relevant ages before general release, and is reviewed in STAR21's termly evaluation.
8. **Rights** are handled by the school under C12; the school updates its DPIA, pupil privacy notice and parent communication before enabling the view, and the steps in C16 have been completed.

Annex A. Platform, subprocessors and security

A1. Hosting and architecture

The platform, its database, stored audio, transcripts, outputs and backups are hosted by Hetzner Online GmbH in Germany and Finland. Transcription is performed by Soniox in its EU region; STAR21's integration deletes the file and transcription record on completion. Deepgram transcribes languages Soniox does not yet support, with STAR21 opted out of model improvement, and Rev AI or OpenAI's transcription service is used as a fallback if Soniox is unavailable. Analysis is performed through OpenAI's API in its European region under zero data retention: no training on content; inputs and outputs neither logged for abuse monitoring nor kept; encrypted intermediate calculations used to speed up repeated requests deleted within 24 hours. Requests are stateless, OpenAI keeps no conversation state, and no stored files, batch jobs or vector stores are used; no account, user or school identifiers are sent; all content is scanned for prompt injection and passes the moderation check in C7.1 before processing.

A2. Subprocessors

Subprocessor	Function	Processing location	Established	Transfer safeguard	Retention and training
Hetzner Online GmbH	Hosting, storage, backups	Germany, Finland	Germany	None required (EU adequacy)	Per section C9; ISO/IEC 27001 certified; encryption at rest
Soniox Inc.	Transcription with speaker labels (primary)	EU region, with limited processing outside the region for operation, security and support under the agreement	United States	EU SCCs with UK Addendum (DPA executed 20 August 2026); transfer risk assessment held	Transient; file and record deleted on completion; content used solely to provide the service and not to train models that serve other customers; SOC 2 Type II and ISO/IEC 27001

Subprocessor	Function	Processing location	Established	Transfer safeguard	Retention and training
Deepgram, Inc.	Transcription of languages Soniox does not yet support	United States	United States	Deepgram data processing terms incorporating the EU SCCs with UK Addendum; transfer risk assessment held	Audio and transcript retained only for the duration of the request; STAR21 opted out of model improvement
Rev.com, Inc. (Rev AI)	Fallback transcription if Soniox is unavailable	United States	United States	Rev data processing terms incorporating the EU SCCs with UK Addendum; transfer risk assessment held	Job and media held up to 30 days, then deleted; customer content not used for generative model training; STAR21's content excluded from model training
OpenAI OpCo, LLC	Language-model analysis; fallback transcription if Soniox is unavailable	European region (EEA), under OpenAI's data residency controls	United States	EU SCCs with UK Addendum (OpenAI Data Processing Addendum); transfer risk assessment held	Zero data retention: inputs and outputs neither logged for abuse monitoring nor kept; encrypted prompt-cache data deleted within 24 hours; misuse screening keeps metadata only; flagged image inputs may be kept for review; no training
Twilio Inc. (SendGrid)	Transactional email including short feedback summaries	United States	United States	Data processing terms with UK Addendum; transfer risk assessment held	Recipient address, subject and short summary; message content held only for delivery (retries up to 72 hours); delivery records up to 37 days; limited content samples for security up to 7 days; certain pseudonymised security records up to one year
DocuSign	Authorisation signatures	EU/US per terms	United States	Data processing terms with SCCs and UK Addendum	Signed records for the life of the account
Dropbox Sign (Dropbox International Unlimited Company)	Electronic signatures for authorisations and agreements	EU/US per terms	Ireland/United States	Dropbox Sign Data Processing Agreement	Signed records for the life of the account
Stripe	Payments for individual plans	EU/US per terms	Ireland/United States	Stripe data processing terms	Card and bank details held by Stripe only
Microsoft	Email and administration	EU and UK data centres	Ireland/United States	Microsoft DPA with SCCs where applicable	Per Microsoft 365 retention

Resellers and referral partners are not subprocessors. Where a school enables MIS integration (Schedule 9), its integration provider is added to this list and the school notified before the integration is enabled. All subprocessors are bound by written terms no less protective than Schedule 3, and STAR21 gives customers prior notice of material changes.

A3. Security measures

Measure	Description
Encryption	TLS for all connections; stored audio, transcripts, outputs and backups encrypted at rest
Segregation and access	Each organisation's data logically separated; uploader-only access to content; administrator role limited to aggregated views, usage data and formal and coaching observations; pupil view limited to a pupil's own approved feedback; STAR21 staff access only where necessary to operate, maintain, secure or support the service, carry out proportionate quality assurance or fulfil legal obligations
Authentication	Multi-factor authentication for every user, including administrators, and for STAR21 staff; domain-restricted invitation links; no shared accounts

Measure	Description
Prompt-injection and moderation controls	All content passed to the AI model scanned for prompt injection and mitigated before processing; automated moderation check recording category counts only, with no content kept, nothing blocked and no alert raised (C7.1); Ask Starlight confined to the user's own lesson; outputs checked through monthly QA and user ratings
Quality assurance	Monthly QA of a random sample of de-identified outputs combining automated evaluation with human review, signed off and recorded by authorised staff; termly structured evaluation
Release testing	Every change tested on a separate test platform before release and signed off by the chief product engineer; security tested on a regular cycle
Security faults	Critical: contained within 24 hours, fixed within 72. High (CVSS 7.0 or above): 14 days. Medium: 30 days. Low: next release and within 90 days. Third-party critical and high updates: within 14 days of release
Logging and monitoring	Access to content and administrative actions logged, including legal holds; continuous monitoring for anomalous activity
Backups and deletion	Rolling database backups in the EU; audio not held in backups; deleted transcripts and outputs removed from backups within 24 hours; immediate deletion of audio, transcript and outputs by the uploader; removed users' content retained under the organisation's subscription and deleted on its instruction or at exit; free trials that end without a subscription deleted automatically two years after the trial ends
Legal hold	Content frozen against deletion, including deletion by the uploader, on the controller's instruction or where law requires; logged
People	Staff under confidentiality terms and trained in data protection
Breach procedure	Written procedure covering detection, containment, assessment, notification (customers within 48 hours of awareness), recording and review; tested annually

Where a platform change affects this annex, STAR21 updates it and reissues this DPIA. The current version is published in the document library and at starlightmentor.com/data-protection.

Annex B. Risk register

Likelihood and impact each rated Low, Medium or High. Inherent risk is before controls; residual risk after them. Controls marked (school) are the controller's to apply; all others are operated by STAR21.

#	Risk	Sched.	Inherent	Controls	Residual	Owner
B1	Pupils' voices and words processed without pupils or parents understanding this	1, 3	High	Transparent, voluntary recording; classroom notice; parent communication and notice templates that say pupils may be referred to; no pupil interaction with the AI; names replaced before secondary use; no training; school notices (school)	Medium	STAR21 and controller
B2	Pupil named or characterised in an output that is printed, sent or shared beyond the teacher	1	High	Uploader-only access; outputs are drafts; "check before use" line on outputs naming pupils; communications sent through school channels (school)	Medium	STAR21 and controller
B3	Information about individual pupils entered in the class context field	1	Medium	Field designed for class background; on-screen prompt not to enter names, SEND, health or other details about particular pupils; no account identifiers sent	Low	STAR21
B4	Transcription error or misattribution produces feedback that misdescribes someone	1, 2, 3, 7	High	Transcript and audio available; Deep Dive evidence; Ask Starlight; outputs private and advisory; human approval for careers and assessment outputs; pilot testing; monthly QA; termly evaluation; user ratings	Medium	STAR21
B5	Unsupported or over-confident AI statements influence a decision	1, 2, 6, 7, 8	High	No decisions by the system; outputs private; contract limits use; North Star Charter; over-confidence checks in QA; schools keep outputs out of capability decisions (school)	Medium	STAR21 and controller

#	Risk	Sched.	Inherent	Controls	Residual	Owner
B6	Bias in transcription or analysis disadvantages some teachers or pupils	1, 7	Medium	Templates on published frameworks; aggregation not ranking; human review; bias checks in QA and termly evaluation	Medium	STAR21
B7	Profiling of a teacher over time misused if exported or demanded	1, 4	Medium	Private to the teacher; teacher decides sharing; Charter and contract limits; school policy that outputs are not requested for appraisal (school)	Low	Controller
B8	Sensitive or criminal offence data captured and retained in a private account	1, 3	High	Guidance and upload prompt; Schedule 3 conditions; Article 9 and 10 conditions identified; appropriate policy document (school); legal hold	Medium	Controller and STAR21
B9	A school cannot produce, correct or retain a meeting record it needs	3	High	Export rule for records relied on (school); legal hold; subject access route through the uploader, with STAR21 search on written instruction where the uploader has left	Medium	Controller
B10	Parent or pupil recorded in a meeting without understanding what will happen	3	High	Advance written information and objection honoured (school); school decides meeting types (school); template notice	Medium	Controller
B11	Teacher identified from an aggregated view in a small department	4	High	Minimum three contributors; Deep Field cap and no quotation; identity exclusion by design; views described as de-identified; small-department guidance	Medium	STAR21
B12	Usage data used to pressure teachers	4	Medium	Disclosed in the Privacy Policy and school notices; Charter; guidance that it is not a performance measure	Low	Controller
B13	Observation records used in appraisal without staff understanding	4	Medium	School policy decides (school); union guidance distinguishes AI feedback from observation records; teacher notified	Low	Controller
B14	Unauthorised access to content (external or insider)	All	High	Encryption; segregation; role-based access; MFA for every user and staff; staff access confined to defined purposes and logged; logging and monitoring; release testing; fault timescales; prompt-injection controls	Low	STAR21
B15	Loss or theft of a StarDrive recorder holding recordings	1, 2, 3	High	School-owned devices; prompt upload and local deletion; loss procedure; STAR21 can confirm uploads and freeze content; asset register (school)	Medium	Controller
B16	Subprocessor retains or misuses content	All	High	Soniox deletion on completion and no training for other customers; Deepgram request-only retention and training opt-out; Rev AI 30-day deletion and no generative training, used only as a fallback; OpenAI zero data retention in its European region, no training, no stored state, no identifiers sent, prompt-cache data deleted within 24 hours; SendGrid carries summaries only; written processor terms; prior notice of changes	Low	STAR21
B17	Restricted transfer without adequate safeguards	All	Medium	SCCs with UK Addendum for Soniox, Deepgram, Rev AI, OpenAI and Twilio; primary transcription and AI analysis in Europe; United States processing limited to the fallback transcription and email providers, in content and duration; transfer risk assessments reviewed annually	Medium	STAR21
B18	Content used for purposes schools did not expect	10	High	Schedule 10 rules; automated de-identification; no training; statistics and published findings only; contract wording; Privacy Policy; legitimate interests assessment	Low	STAR21

#	Risk	Sched.	Inherent	Controls	Residual	Owner
B19	Content retained longer than needed, including children's voices	1, 2, 3, 5	Medium	Immediate uploader deletion; deletion on the organisation's instruction; contract exit deletion; automatic deletion of a free trial that ends without a subscription two years after the trial ends; audio not in backups and backups cleared within 24 hours; school retention expectation (school)	Medium	STAR21 and controller
B20	Legal hold or lawful request misapplied	All	Medium	Written guidance; disclosure only to the school or where law requires; logging; STAR21 does not review content	Low	STAR21
B21	Rights request not met because content is in an uploader's account	All	Medium	Route through the uploader; STAR21 search on the controller's written instruction where the uploader has left, confined and logged; legal hold; section 173 warning; school procedure (school)	Low	Controller
B22	Individual-plan teacher records pupils without the school's authority	5	High	Authorisation gate; DocuSign acceptance by a senior leader; governance documents presented	Low	STAR21
B23	Tutor records children without parents' knowledge	5	Medium	Tutor is controller and must give notices (contractual); processor terms	Medium	Tutor
B24	Careers report about a child contains errors or is shared insecurely	2	High	Draft, watermark and export lock until reviewed; adviser edits; secure sharing advised (school or adviser)	Medium	Controller
B25	Assessment feedback reaches a pupil without approval, or adapts to a profile in limiting ways	7, 11	High	Approval enforced in the product; no grades; names not sent to the provider; termly evaluation; pupil sees only approved feedback	Medium	STAR21
B26	MIS integration imports more data than needed, or data persists after revocation	9	High	Minimum fields; read only; deletion on revocation and synchronisation; no onward sharing; school approves data sets (school)	Medium	STAR21 and controller
B27	Harmful labels attached to a pupil in a behaviour record or progress view	6, 8	High	Draft only; human approval; no categorisation by the system; termly evaluation; school records stay in school systems (school)	Medium	STAR21 and controller
B28	Data subjects' views not sought	All	Medium	Union consultation; pilot exit interviews; continuous surveys; in-platform ratings and comments; independent evaluation; consultation template (school)	Low	STAR21
B29	Published documents inconsistent with the processing	All	High	Single controlled DPIA; related documents aligned with it; change control in Annex A	Low	STAR21
B30	A pupil sees inaccurate, hurtful or another pupil's content in the pupil view, or pupil data is held beyond need	11	High	Approved feedback only; access limited to the pupil's own feedback; school-provisioned accounts; no AI interaction; data minimised; teacher can withdraw; school sets visibility period (school); child-appropriate notice and concern route	Medium	STAR21 and controller
B31	An insight report identifies an organisation or person, or uses content beyond expectations	10	High	De-identified lessons only; no quotation; publication thresholds applied to every breakdown; named-staff review and intruder test; methodology published; organisation-level opt-out; contract permission and disclosure	Low	STAR21

#	Risk	Sched.	Inherent	Controls	Residual	Owner
B32	The moderation check required by the AI provider's terms is treated as monitoring of staff or pupils, or a flag is acted on against a person	1, 2, 3	Medium	Category flags and counts only, no content kept; nothing blocked; no human review of content; nothing shown to users or schools; aggregate counts used only for notification to the provider; not a safeguarding measure (C13)	Low	STAR21

B33. Ongoing commitments

Commitment	Frequency	Owner
QA of a random sample of de-identified outputs, combining automated evaluation with human review, signed off and recorded	Monthly	STAR21
Structured evaluation of output quality and bias using de-identified content	Termly	STAR21
Independent third-party evaluation	Periodic; first report November 2026	STAR21
Review of this DPIA, the legitimate interests assessment, the transfer risk assessments and the subprocessor register	Annually and on any trigger in C16	STAR21
Test of the breach procedure	Annually	STAR21
Consultation through surveys, discussion, in-platform feedback and union engagement	Continuous	STAR21
Pre-publication review of every insight report against the 10.5 thresholds, recorded	Each report	STAR21
Prior notice to customers of subprocessor changes; confirmation of enabled schedules on request	As arising	STAR21
Review of aggregate moderation counts and notice to the AI provider of any notable rise in high-severity flags, as its terms require	As arising	STAR21
Automatic deletion of free trials that ended without a subscription two years earlier	Continuous	STAR21

Annex C. Mapping to the DfE Generative AI product safety standards

Source: Department for Education, *Generative AI: product safety standards* (updated 19 January 2026); applies to England; guidance for suppliers, not law. Ratings: GREEN (met and evidenced); AMBER (partly met); GREY (unclear); RED (material gap); NOT APPLICABLE (outside scope, with rationale). Five standards concern products in which pupils interact with generative AI. Starlight contains no such interaction; each entry explains how Schedule 11 meets the standard by design where a pupil view is enabled, and any feature that allowed pupils to interact with the AI would bring standards 3, 4, 10, 11 and 12 into full effect and require a new version of this DPIA before release. Reviewed 11 November 2026.

Standard	What the DfE expects	Starlight evidence	Rating	STAR21	School
1. Stated purpose	State purpose, users and use cases; review on new features; do not overstate impact	Purpose stated in C6 and on the website; staff users, pupil access limited to approved feedback; impact claims rest on aggregate statistics and independent evaluation by EdTech Impact; public statements aligned with this DPIA	GREEN	Publish the use-case statement; review on each new capability	Check the purpose matches intended use
2. Educational use cases	Declare DfE use cases with evidence	Use case 3 (feedback to teachers; feedback on pupils' work for teachers to approve), 7 (administrative: meeting reports), 8 (teacher coaching and reflection); no learner-facing generation or tutoring	GREEN	State in the DPIA and product information	Record enabled use cases

Standard	What the DfE expects	Starlight evidence	Rating	STAR21	School
3. Filtering	Learner-facing products prevent harmful content	Pupils cannot generate content or interact with the AI; the only content a pupil can access is feedback a named teacher has approved (Schedule 11, condition 5)	NOT APPLICABLE; met by design for the pupil view	Maintain Schedule 11 conditions	School filtering standard applies to its network
4. Monitoring and reporting	Learner-facing products log activity, alert to harm, hold DSL details	No learner input to monitor; pupil view logs access and gives a concern route to teacher and DSL (Schedule 11, conditions 2 and 6); STAR21 keeps security logs (C8)	NOT APPLICABLE; logging and concern route in the pupil view	Maintain Schedule 11 conditions	School safeguarding procedures
5. Security	Jailbreak protection; permissions; prompt fixes; testing before release; strong authentication; cyber security standards	Prompt-injection scanning and a moderation check on all content sent to the AI model; Ask Starlight scoped to the user's lesson; monthly QA; administrator and user roles; staging and sign-off; fault timescales matching the 14-day Cyber Essentials and DfE benchmark; MFA for every user and staff; encryption; logging and monitoring (Annex A)	GREEN	Maintain Annex A controls; report at each review	Password and device policies; domain restriction; supplier assurance checks
6. Privacy and data protection	Privacy notice; DPIA through the life cycle; support controller and processor roles; comply with law and ICO codes; no commercial use without lawful basis	This DPIA, published and reviewed annually; Privacy Policy; Annex A; Schedule 3; Children's code applied (C4, Schedule 11); Schedule 10 rules and legitimate interests assessment; transfer risk assessments; zero data retention with the AI provider, which processes in its European region; no training	GREEN	Maintain and publish each version	Own notices and DPIA
7. Intellectual property	No commercial use of learners' or teachers' work without the rights holder's permission	Customers and users retain all rights; STAR21's licence confined to providing, securing, operating, evaluating and improving the service; de-identified use with the school's permission in Schedule 3; pupils' work never used; no training	GREEN	Confine use to Schedule 10; maintain contract wording	Permission in Schedule 3 as employer; inform staff
8. Design and testing	Diverse, realistic testing; test every release; consistent performance; child-centred design where children are affected	Pilot testing across accents, children's voices, SEND speech, 70+ languages and noisy classrooms; staging before release; monthly QA combining automated evaluation and human review, recorded; termly evaluation; user ratings; EdTech Impact evaluation; pupil view tested with pupils before release	GREEN	Maintain QA and evaluation; test pupil-facing changes with pupils	Report inaccuracies through ratings
9. Governance	Risk assessment; formal complaints route; AI safety policies available	Published DPIA; published Complaints Procedure (five working days to acknowledge, twenty to respond, named director, ICO escalation); North Star Charter and safeguarding guidance published; data protection adviser appointed; director approval	GREEN	Maintain and publish	Route complaints through its procedure and to STAR21 where the product is at issue

Standard	What the DfE expects	Starlight evidence	Rating	STAR21	School
10. Cognitive development	Learner-facing products avoid deskilling, disclose progressively, track offloading	Pupils do no work through the AI; the pupil view shows a teacher's feedback for the pupil to act on	NOT APPLICABLE	Maintain no-interaction design	None
11. Emotional and social development	Learner-facing products avoid anthropomorphism, limit use, watch for disclosures	No chat, persona or engagement mechanics for anyone (Schedule 11, condition 1); no emotion inferred from voice (C6)	NOT APPLICABLE	Maintain Schedule 11 conditions	None
12. Mental health	Learner-facing products detect distress and follow a safeguarding pathway	No learner input; staff act under school procedures; concern route in the pupil view (Schedule 11, condition 6)	NOT APPLICABLE	Maintain concern route	School safeguarding procedures
13. Manipulation	No flattery, false confidence, pressure, dark patterns or exploitation	Evidence-grounded reflective framing; optional ratings; no advertising, rewards or engagement mechanics; flattery and over-confidence checked in monthly QA and termly evaluation	GREEN	Maintain QA checks	Report flattery or unjustified certainty through ratings

Annex D. Sources relied on

Checked 28 October 2026 unless stated. Jurisdiction UK unless stated. Where a source is updated periodically, the edition current at that date was used.

#	Source	Issuer and status	Date	Relied on for	Reference
D1	UK General Data Protection Regulation	UK Parliament; law	As amended to 5 February 2026	Articles 4(4), 5, 6, 9 (including 9(2)(j)), 13, 14, 22A to 22D, 25, 28, 33, 35, 36, 44 to 46, 84B, 84C; Recital 26	legislation.gov.uk/eur/2016/679
D2	Data Protection Act 2018	UK Parliament; law	As amended to 19 June 2026	Section 10 and Schedule 1 (paragraphs 2, 4, 6, 18); sections 164A, 173	legislation.gov.uk/ukpga/2018/12
D3	Data (Use and Access) Act 2025 and Commencement No. 6 Regulations 2026 (SI 2026/82)	UK Parliament; law	In force 5 February 2026; complaints 19 June 2026	Lawful bases, automated decision-making, children's higher protection matters, transfers, subject access, complaints, research and statistical purposes definitions (section 67)	legislation.gov.uk/ukpga/2025/18
D4	Protection of Freedoms Act 2012, sections 26 to 28	UK Parliament; law (England and Wales)	In force 1 September 2013	Definition of biometric information	legislation.gov.uk/ukpga/2012/9

#	Source	Issuer and status	Date	Relied on for	Reference
D5	Education Act 1997, section 42A	UK Parliament; law (England)	As amended	Duty to secure independent careers guidance	legislation.gov.uk/ukpga/1997/44
D6	Age appropriate design code (Children's code), and the ICO guidance on the code and edtech	ICO; statutory code and regulatory guidance	Code in force 2 September 2021; edtech guidance updated 30 May 2023	Standards applied in C4 and Schedule 11; when the code applies to edtech	ico.org.uk
D7	ICO guidance: DPIAs; legitimate interests and recognised legitimate interests; anonymisation and pseudonymisation; international transfers; AI and data protection; automated decision-making (draft)	ICO; regulatory guidance	Anonymisation 28 March 2025; transfers updated 15 January 2026; ADM draft 31 March 2026	DPIA triggers; public authorities and legitimate interests; identifiability and the motivated intruder test; restricted transfers and TRAs; fairness and accuracy; meaningful human involvement	ico.org.uk
D8	Edtech examined: key findings from our audits	ICO; regulatory report	24 June 2026	Common data protection risks in edtech	ico.org.uk
D9	Generative AI: product safety standards	Department for Education; guidance (England)	Updated 19 January 2026; no later edition found on 11 November 2026	All thirteen standards (Annex C)	gov.uk
D10	Generative artificial intelligence in education; Data protection in schools (Procuring EdTech; Generative AI and data protection)	Department for Education; policy paper and guidance (England)	Policy updated 12 August 2025; Procuring EdTech 9 July 2026; manual updated 14 October 2026	Teacher-facing use; supplier questions; limits of public task; retention and exit	gov.uk
D11	Keeping children safe in education	Department for Education; statutory guidance (England)	Current edition	Safeguarding responsibilities; designated safeguarding lead; allegations	gov.uk
D12	Meeting digital and technology standards in schools and colleges: filtering and monitoring; cyber security	Department for Education; standards (England)	Filtering and monitoring updated 25 August 2026; cyber security updated 16 September 2026	School-side duties; MFA for accounts with access to personal data; 14-day vulnerability fixes; supplier assessment	gov.uk

#	Source	Issuer and status	Date	Relied on for	Reference
D13	Cyber Essentials: Requirements for IT Infrastructure v3.3; Vulnerability management guidance v2.1	National Cyber Security Centre	April 2026; reviewed 1 May 2026	14-day update benchmark; update by default; response to active exploitation	ncsc.gov.uk
D14	Soniox Data Processing Agreement v1.1; OpenAI Data Processing Addendum, Modified Retention Amendment (zero data retention), data controls, data residency, prompt caching and under-18 API guidance; Deepgram terms and data documentation; Rev AI security documentation and Rev's AI training statement; Twilio SendGrid data retention policy; DocuSign, Dropbox Sign, Stripe and Microsoft data processing terms	Suppliers; contracts and documentation	Soniox executed 20 August 2026; OpenAI amendment November 2026 and documentation checked 11 November 2026; Deepgram, Rev AI and Twilio documentation checked 7 November 2026; others current	Transfer clauses; retention; zero data retention and its limits; regional processing; training; regional endpoints; children's data	On file; developers.openai.com/api/docs/guides/your-data; developers.deepgram.com; docs.rev.ai; help.twilio.com
D15	Starlight SaaS Customer Agreement and Schedule 3; School Authorisation Agreement; Teacher and Tutor Subscriber Agreements	STAR21 Limited; contracts	Current versions	Roles, instructions, permissions, retention, breach notification	On file
D16	Regulation (EU) 2024/1689 (AI Act) as amended by Regulation (EU) 2026/1744; EDPB Guidelines 3/2018 on territorial scope	European Union; law and guidance (EU)	Omnibus in force 27 July 2026; guidelines 12 November 2019	Article 5 prohibitions; Article 50 transparency; Annex III from 2 December 2027; Article 27 representatives	eur-lex.europa.eu; edpb.europa.eu
D17	Keeping learners safe; Generative AI: keeping learners safe online (Hwb)	Welsh Government; statutory guidance and guidance (Wales)	Current	Welsh equivalents of the DfE guidance	hwb.gov.wales

Annex E. Controller checklist

A short list of what a school does to deploy Starlight well. STAR21 provides a template for every notice mentioned.

Before recording begins

1. Record in your own DPIA which schedules apply, your lawful basis (C5) and, where sensitive data may arise, the Article 9 condition and appropriate policy document.
2. Update staff and pupil privacy notices and send the parent communication, deciding whether to offer an opt-out and how to administer it.
3. Display the classroom recording notice where recording takes place.
4. Decide which meeting types may be recorded (Schedule 3) and how observation records relate to appraisal (Schedule 4); tell staff that Starlight outputs are not requested for appraisal or capability.
5. Nominate the Starlight lead, sign the North Star Charter and restrict registration to your email domain.
6. Register StarDrive recorders in your asset register, brief staff on prompt upload and local deletion, and agree the loss procedure with your data protection officer.
7. Add the Starlight step to your subject access and erasure procedures (C12), including who may instruct STAR21 in writing where an uploader has left, and set an expectation for how long staff keep content they no longer need.

During use

8. Review participation and feedback each term; treat small-department leader views as potentially identifying; export any meeting report relied on as a school record into your own systems.
9. Report any inaccurate or unhelpful output through the in-platform ratings or to STAR21.
10. When a member of staff leaves, decide whether their content should be deleted now or kept under your subscription (C8), and instruct STAR21 in writing if you want it deleted.

On enabling a further capability or at contract end

11. Before enabling behaviour support, assessment, progress tracking, MIS integration or pupil access, update your DPIA and notices and confirm with STAR21 that the schedule's conditions are met; for pupil access, decide the classes, sign-in arrangements, visibility period and how pupils and parents are told.
12. At contract end, decide whether to request return of data, confirm deletion with STAR21 within 90 days, and tell staff to export what they are entitled to keep.
13. If a trial ends without a subscription, its content is kept for two years and then deleted (C9); ask STAR21 in writing if you want it deleted sooner.

Annex F. Other territories

This DPIA is prepared under UK law and cites education guidance for England. STAR21's contracts are governed by the law of England and Wales. Data protection law is not displaced by a governing-law clause: each territory's law applies to processing within its scope. The processing, data flows, subprocessors and security measures are the same wherever Starlight is used; what changes is the legal framework the controller applies.

UK nations. In Wales, Scotland and Northern Ireland the UK GDPR applies unchanged; references to DfE guidance are read as references to the Welsh Government, Scottish Government and Department of Education (Northern Ireland) equivalents, and in Scotland the local authority usually completes the controller steps for state schools. Welsh-language notices are available on request.

European Union and EEA. EU GDPR applies to the customer's processing and, for STAR21, to processing of the data of people in the EU in connection with services offered to them; the roles, lawful bases, Article 9 analysis, safeguards and rights in this DPIA read across directly. STAR21 appoints a representative in the EU where Article 27 requires one. Hosting, primary transcription and AI analysis take place in the EU; transfers to STAR21 in the UK are covered by the European Commission's adequacy decision for the UK, and the US-established subprocessors, including the AI provider and the fallback transcription and email providers, are engaged under the EU Standard Contractual Clauses. Where a national education sector has adopted a model processing agreement for edtech suppliers, STAR21 offers it alongside Schedule 3. Under the EU AI Act, transparency duties have applied since 2 August 2026; the prohibition on emotion recognition from biometric data in education is not engaged because Starlight infers nothing from voice; the Annex III obligations for systems that evaluate learning outcomes apply from 2 December 2027, and STAR21 assesses them before enabling assessment or progress features for any EU customer.

Other countries. The customer is controller under its own national law and applies the local equivalents of Annex E, including any registration, notification, parental consent or age-threshold rules for children's data. The customer's export of data to STAR21's hosting in the EU is a cross-border transfer under the customer's law, and STAR21 provides the contractual terms and

documentation the customer needs, including a country-specific annex to Schedule 3 where local law requires it. STAR21 applies the same product safety standards everywhere.

Annex G. Version history

Version	Date	Changes
7.1	11 November 2026	AI analysis by OpenAI in its European region under zero data retention, with the limits that remain (prompt-cache data held for no more than 24 hours, misuse-screening metadata, automated scanning of images); automated moderation check required by OpenAI's terms, recording counts only; cooperation with OpenAI investigations without content or identities; OpenAI's transcription service recorded as a fallback alongside Rev AI; careers advice to defer use for students under 13 withdrawn; free trials that end without a subscription kept for two years from the end of the trial, then deleted; insight reports added to the purposes of STAR21's licence (10.6); Annex F wording on an EU representative; sources updated
7.0	9 November 2026	Single consolidated assessment with one schedule for each type of processing: lessons, careers guidance, meetings, leadership insight and observations, individual accounts, behaviour support, assessment of pupils' work, progress tracking, MIS integration, pupil access to approved feedback, and STAR21's own processing including national insight reports; transcription providers recorded as Soniox (primary, EU region) with Deepgram for unsupported languages and Rev AI as last-resort fallback; OpenAI processing described under its standard API terms; immediate deletion by the uploader; removed users' content retained under the organisation's subscription; rights requests routed through the uploader with STAR21 search on written instruction where the uploader has left; STAR21 staff access stated; security measures recorded in Annex A (multi-factor authentication for every user, prompt-injection controls, release testing, fault timescales); 48-hour customer breach notification; retention by data type including copies held by providers; Article 37 assessment recorded; mapping to the DfE product safety standards (Annex C), controller checklist (Annex E) and territorial framework (Annex F)
Careers guidance assessment 1.0	26 August 2026	Assessment of careers guidance conversations, now Schedule 2
6.0	20 and 26 August 2026	Coaching assessment with the shared platform annex; transcription recorded as processed in Soniox's EU region under an executed data processing agreement; legal hold added
5.0	31 May 2026	Transcription language coverage and transfer wording updated
4.0	18 May 2026	Soniox added as transcription subprocessor; version history introduced
3.0	7 May 2026	Transcription arrangements for additional languages recorded; OpenAI processing arrangements recorded; international transfers section expanded
2.0	23 October 2025	Controller and processor framing updated; Schedule 3 of the SaaS Customer Agreement introduced as the binding processor terms
1.0	2025	First assessment: roles, lawful bases and core subprocessor inventory

Each version supersedes the one before it. Enabling a schedule for the first time, and any change to Annex A, is recorded here.

Annex H. Glossary

Term	Meaning
Aggregate statistics	Counts, proportions and trends that identify no person, school or organisation
Approved feedback	Feedback on a pupil's work that a named teacher has reviewed and approved (Schedules 7 and 11)
Ask Starlight	A feature that lets the uploader question or challenge the analysis of their own lesson
Constellation and Department Dashboard	The organisation-level and department-level leader dashboards
Controller and processor	The organisation that decides why and how personal data is processed, and the organisation that processes it on the controller's instructions
De-identified content	Content in which names and direct identifiers have been replaced by an automated step; treated as personal data in STAR21's hands

Term	Meaning
Deep Field report	A leader report built from transcripts on a specific question, without quotation
Insight report	A published report of patterns across many organisations, built from de-identified lessons under the Schedule 10.5 rules; anonymous information
Legal hold	A freeze that prevents content being deleted, including by the uploader, until a matter is resolved
Moderation check	An automated check, required by OpenAI's terms, that records category counts for content sent to the AI model; it keeps no content, blocks nothing and alerts no one
Prompt injection	An attempt to make an AI model act on instructions hidden in the content it is given; Starlight scans for and mitigates this
Public task	The lawful basis in Article 6(1)(e) of the UK GDPR for processing necessary for a task in the public interest or in the exercise of official authority
Pupil view	The part of Starlight, enabled by a school, in which a pupil sees their own approved feedback (Schedule 11)
QA	STAR21's monthly checks on a random sample of de-identified outputs, combining automated evaluation with human review, and its termly structured evaluation
StarDrive	An audio recorder supplied with Starlight and owned by the school
Teaching Journey	A teacher's private, longitudinal picture of their practice
Uploader	The person who uploaded a recording or created content, and the only user who can see it
Zero data retention	An arrangement under which an AI provider neither logs nor keeps the content sent to it or returned from it, within the limits described in C7.1