DATA PROCESSING AGREEMENT

General Data Processing Terms

related to the use of the MRB assessment tool

1. Subject of the Agreement

This document sets out general data processing terms for data controllers (hereinafter: "Controller") who order, purchase, and use the digital educational assessment tool of Maker's Red Box (hereinafter: "MRB"). The Processor shall apply the conditions outlined in this document to all Controllers as mandatory during the provision of the service.

2. Data Processor Information

Name: Makerspace Központi Digitális Közösségi Alkotóműhely Ltd.
Registered address: 2724 Újlengyel, Ady Endre utca 41., Hungary
Company registration number: 13-09-184329
Tax number: 25821868-2-13
Email: contact@makersredbox.com

Data Protection Officer:

Name: Tamás László Tóth
Phone: +36 70 661 7645
Email: tamas.laszlo.toth@makersredbox.com

3. Subject and Nature of Data Processing

The MRB assessment tool enables educators to assess students' development based on competencies within MRB's educational programs. The Processor processes data only for the operation of the tool, exclusively under the instructions and for the benefit of the Controller.

4. Purpose of Data Processing

To document students' performance related to the course, support the evaluation process, and provide feedback to educators, school leadership, students, and their parents.

5. Categories of Processed Data

The Processor may process the following personal data in the MRB assessment tool:

- type of curriculum, course details (location, date, type)
- group and course names
- student name (may be pseudonym or nickname)
- student's age, type of school, grade
- student competency assessment (levels 1–5)
- free-text evaluations by instructors
- instructors' names, list of co-instructors
- photos taken during the course

6. Categories of Data Subjects

Students and educators participating in the Controller's educational programs.

7. Duration of Processing

Data will be processed for the duration of the service or until deletion is requested by the Controller.

8. Access to Data

Only Processor staff necessary for system operation shall have access. Data will not be transferred to third parties or third countries.

9. Technical and Organizational Measures

The Processor ensures implementation of data security measures in accordance with Article 32 of the GDPR, including:

- access control and logging
- data backups
- authorization management
- incident reporting and recovery processes

10. Handling of Data Subject Rights

The Processor will immediately forward data subject requests to the Controller and assist in their fulfillment (access, rectification, deletion, data portability, objection, etc.).

11. Controller's Right to Audit

The Controller has the right to conduct audits at the Processor or through an appointed party to verify lawful processing. The Processor shall cooperate during audits, which must be conducted at a pre-agreed time without unnecessary disruption.

12. Use of Sub-Processors

12.1.

The Controller hereby grants general written authorization to the Processor to use sub-processors in fulfilling this agreement. The Processor must inform the Controller in advance of any planned changes regarding sub-processors, giving them the opportunity to raise objections.

12.2.

Sub-processors must be bound by the same data protection obligations as this agreement, including appropriate technical and organizational safeguards. The Processor remains fully liable to the Controller for the sub-processor's compliance.

12.3.

Personal data may only be transferred to sub-processors after all requirements set out in this section have been met.

13. Support for Controller Obligations

13.1.

In the event of a data breach, the Processor shall notify the Controller upon becoming aware and assist in fulfilling related obligations.

13.2.

The Processor shall assist the Controller in carrying out data protection impact assessments and ensuring compliance with data security obligations to the extent reasonably expected.

14. Deletion Obligation

14.1.

Upon completion of the service, the Processor shall delete personal data.

14.2.

No copies or duplicates of data may be made without the Controller's knowledge, except for backups. Existing copies must be deleted unless required by Union or Member State law.

15. Unlawful Instructions

The Processor shall immediately notify the Controller if it believes an instruction violates data protection regulations. Execution of such instructions may be suspended until modification or confirmation. Acceptance of the instruction by the Processor does not imply compliance with data protection requirements.

16. Miscellaneous

16.1.

Matters not regulated by this agreement shall be governed by Regulation (EU) 2016/679 (GDPR), Act V of 2013 on the Civil Code, Act CXII of 2011 on the Right of Informational Self-Determination and Freedom of Information, and applicable legislation.

16.2.

Terms used in this agreement shall be interpreted in accordance with the GDPR.

17. Acceptance of the Agreement

By using the MRB assessment tool, the Controller accepts these general data processing terms and incorporates them into the contractual relationship.