

Aberystwyth University

Standard Data Protection Terms

1.0 The Customer (the University) and the Supplier shall ensure it complies in all respects with the provisions of the Data Protection Act 1998 and any changes or amendments to Data Protection legislation including the General Data Protection Regulation (GDPR). In particular, where the Supplier receives any Personal Data (as defined by the Data Protection Act 1998 and Article 4 of the General Data Protection Regulation), the Supplier shall:

1.1 Process Personal Data only in accordance with instructions from the Customer which may be specific instructions or instructions of a general nature as set out in this contract, under a specific data processing agreement, or as otherwise notified by the Customer to the Supplier during the Term of the Contract;

1.2 Ensure that persons authorised to process the Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;

1.3 Process Personal Data only to the extent, and in such manner, as is necessary for the provision of the Ordered Services, or as is required by law or any other regulatory body;

1.4 Implement appropriate technological measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to Personal Data;

1.5 Ensure that each of its employees, agents and subcontractors are made aware of, and are trained in, its obligations under this agreement, and are reliable and suitably trained with regard to the security and protection of the Personal Data;

1.6 Not divulge any Personal Data whether directly or indirectly, to any person, firm or company without the express prior written consent of the Customer except to those of its employees, agents and subcontractors who are engaged in the Processing of the Data and are subject to the binding obligations as set out in under this contract, or except as may be required by any law or regulation;

1.7 Comply with any request from the Customer to amend, transfer or delete Personal Data;

1.8 Promptly inform the Customer within 24 hours if any Personal Data is lost or destroyed or becomes damaged, corrupted or unusable;

Aberystwyth University

Standard Data Protection Terms

1.9 Assist the Customer in ensuring compliance with the obligations to carry out Data Protection Impact Assessments (DPIAs) including consulting with the supervisory authority where the DPIA indicates an unmitigated high risk to the processing;

1.10 Not transfer the Personal Data outside the European Economic Area except with the express prior written consent of the Customer and, where consent has been obtained, to comply with the obligations set out under the data protection principles by providing an adequate level of protection to any Personal Data that is transferred;

1.11 Notify the Customer (within five working days) if it receives;

1.11.1 a request from a Data Subject or to have access to a person's Personal Data; or

1.11.2 a complaint or request relating to the Customer's obligations under current Data Protection Legislation.

1.12 Provide the Customer with full co-operation and assistance in relation to any complaint or request made, including by:

1.12.1 providing the Customer with full details of the complaint or request;

1.12.2 complying with a data access request within the relevant timescales set out in the Data Protection Terms of this contract and in accordance with the Customer's instructions;

1.12.3 providing the Customer with any Personal Data it holds in relation to a Data Subject (within the timescales required by the Customer); and

1.12.4 providing the Customer with any information requested by the Customer.

1.13 Provide, on request, a written description of the technical and organisational methods employed by the Supplier for processing Personal Data (within the timescales required by the Customer);

1.14 Permit the Customer or its representatives (subject to reasonable and appropriate confidentiality undertakings), to inspect and audit the Supplier's Data Processing activities (and/or those of its agents, subsidiaries and subcontractors) and comply with all reasonable requests or directions by the Customer to enable the Customer to verify and/or procure that the Supplier is in full compliance with its obligations under this contract;

1.15 Authorise a third party (sub-contractor) to process the Personal Data provided:

Aberystwyth University

Standard Data Protection Terms

1.15.1 full details of the subcontractor have been provided to the Customer and the Customer has expressly consented to the subcontractor being appointed; and

1.15.2 any changes it has made are communicated to the Customer to give the Customer a chance to object; and

1.15.3 the subcontractor's contract is on terms no less onerous with regard to processing of Personal Data as set out in the Data Protection Terms of this contract; and

1.15.4 the original processor will still be liable to the Customer for the compliance of the sub-processor ; and

1.15.5 the subcontractor's contract will terminate automatically on the expiry or termination of this agreement for any reason.

1.16 Comply at all times with the Data Protection Terms set out within this contract and shall not perform its obligations under this contract in such a way as to cause the Customer to breach any of its applicable obligations under the Data Protection Terms;

1.17 On expiry or termination of this Agreement, the Supplier shall forthwith deliver to the Customer, or destroy, at the Customer's sole option, all of the Customer's data in its possession or under its control as part of a subcontracting agreement.

2.0 In consideration of the data protection obligations undertaken by the Supplier, the Customer (the University) agrees:

2.1 That it shall ensure that it complies at all times with Data Protection legislation, and, in particular, it shall ensure that any disclosure of Personal Data made by it to the Supplier is made with the data subject's consent or is otherwise lawful.