**DATA PROCESSING AGREEMENT**

**Guidance Note**

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**Please read thIS GUIDANCE note before COMPLETING THE PROCESSING DETAILS**

This is the Guidance Note for the University of Dundee’s standard contract: Data Processing Agreement.

This is the University’s style agreement for the appointment of a third party to process personal data on behalf of the University, where there is a separate agreement between the University and such third party (e.g. for the provision of services to the University).

This agreement includes provisions enabling the transfer of personal data outside the European Economic Area (EEA). Please note that personal data may only be transferred outside the EEA where the University has a legal basis to do so. As a data controller, the University will have an obligation to tell individuals about any data transfers outside the EEA. If data is transferred outside the EEA, this would have to be reflected in any relevant privacy policy and/or privacy notice provided to individuals. **You should enquire where the Partner will store the personal data, as transfer of personal data to a server located outside the EEA counts as a transfer of personal data outside the EEA.**

**This agreement is not suitable for data sharing arrangements between two data controllers, or where the service provider is a data controller. If you are unsure of which style agreement to use, please contact Legal.**

The agreement consists of:

1. the Processing Details – *specific arrangements agreed in connection with how the Partner will process personal data on behalf of the University*
2. the Processing Conditions - *standard*;

1. the Schedule Part 1 – *standard definitions*;
2. the Schedule Part 2 – *standard contractual clauses which may be used where personal data is transferred outside the European Economic Area as part of the processing taking place under this agreement.*

**Once you have completed the Processing Details, please send the agreement to the University’s legal team for review.** If there are additional details which have been agreed with the Partner but which cannot be inserted in the Processing Details of Schedule Part 2, please mention this to Legal.

**The Processing Conditions or the Schedule Part 1 can only be changed by Legal. Apart from completing the details in connection with Notes 16 to 30, Schedule Part 2 and its Appendices may not be changed in any other way.**

**Guidance Notes for completion of the Processing Details and (if relevant) the Standard Contractual Clauses in Schedule Part 2:**

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| **Note** | **INFORMATION REQUIRED**  |
| 1 | Insert the name and registered address of the Partner appointed to process personal data on behalf of the University |
| 2 | Insert the subject matter of the main contract to which the processing of personal data relates, and a brief description of any services to be provided under such contract  |
| 3 | Insert the relevant date or dates on which the University and the Partner signed the main contract |
| 4 | Insert any specific details in connection with the subject matter and the duration of the data processing undertaken by the Partner under this agreement |
| 5 | Insert details in connection with the nature and purpose of processing of personal data under this agreement |
| 6 | Insert the types of personal data to be processed under this agreement |
| 7 | Insert the categories of individuals (data subjects) whose personal data will be processed under this agreement |
| 8 | Insert the details of a University contact who will receive notices from the Partner under this agreement |
| 9 | Insert the details of an alternative University contact who will also receive notices from the Partner under this agreement |
| 10 | Insert the details of a contact for the Partner who will receive notices from the University under this agreement |
| 11 | Insert details of any agreed security measures which the Partner agrees to follow in connection with the University’s personal data (e.g. specific access restrictions, personnel security requirements, physical or technical security requirements) |
| 12 | Insert either “Yes” or “No” depending on whether the Partner is permitted to transfer personal data outside the European Economic Area (EEA). **Please note that** **personal data may only be transferred outside the EEA where the University has a legal basis to do so. As a data controller, the University will have an obligation to tell individuals about any data transfers outside the EEA. If data is transferred outside the EEA, this would have to be reflected in any relevant privacy policy and/or privacy notice provided to individuals.**  |
| 13 | Insert details of the type of processing carried out outside the EEA under this agreement  |
| 14 | Choosing one of the options 1-5, insert the University’s legal basis for transferring personal data outside the EEA. **If you are unsure about the basis on which personal data may be transferred outside the EEA, please contact Legal.**If the legal basis is either 3 or 4 (Standard Contractual Clauses), the Standard Contractual Clauses included in Schedule Part 2 of the agreement should be completed. In this case, please complete Schedule Part 2 in accordance with the instructions in Notes 16 – 30 below. |
| 15 | Insert the full name of the Partner. This should be the same as for 1 above.  |
| **Schedule Part 2 – Standard Contractual Clauses (only to be completed where personal data is transferred outside the EEA on the basis of Standard Contractual Clauses)** |
| 16 | Insert a telephone number (+44 (0)1382 385340), fax number and e-mail address (u.z.sarwar@dundee.ac.uk) for the Head of Legal  |
| 17 | Insert the name of the organisation which processes personal data outside the EEA (the data importer) |
| 18 | Insert the address of the data importer |
| 19 | Insert the telephone number, fax number and e-mail address for the data importer |
| 20 | Insert any other relevant information needed to identify the data importer e.g. charity number or company number |
| 21 | Insert the full name, position and University address of an individual authorised to sign on behalf of the University, and the name and address of a witness |
| 22 | Insert the full name, position and address of an individual authorised to sign on behalf of the data importer, and the name and address of a witness |
| 23 | Insert the activities the University is undertaking which are relevant to the transfer and processing of personal data outside the EEA (e.g. delivering various degree programmes in collaboration with an overseas institution) |
| 24 | Insert the activities the data importer is undertaking which are relevant to the transfer and processing of personal data outside the EEA (e.g. the importer is based outside the EEA in [specify country] and is delivering various degree programmes in collaboration with the University.) |
| 25 | Insert the categories of persons whose personal data may be transferred and processed outside the EEA (e.g. students, University staff) |
| 26 | Insert the categories of personal data to be transferred and processed outside the EEA (e.g. education and training details, student record, names, addresses, financial details) |
| 27 | Insert the types of special categories of data to be transferred and processed outside the EEA (special category data is personal data relating to race, ethnic origin, politics, religion, trade union membership, genetics, biometrics (where used for ID purposes), health, sex life and sexual orientation.) |
| 28 | Outline the way in which the personal data is likely to be processed by the data importer, the processing activities undertaken, the scope and purpose of processing as well as duration of processing(e.g. Processing activities: administration of education and training (e.g. registration and monitoring, calculation and publication of exam results, provision of references); provision of education (e.g. planning curricula and exams, producing educational materials); administration of student awards and fees; administration of library services/facilities (e.g. membership records, loan/access records); and alumni relations (e.g. promotion of alumni events/services, fundraising, alumni related mailings);The scope and purpose: the scope and purpose of the data processing is as described in the Data Processing Agreement between the University and the Partner; and Duration: The duration of the data processing shall be for the term of the Data Processing Agreement between the University and the Partner.) |
| 29 | Insert names of authorised signatories of both the University and the data importer (same as Notes 21 and 22) |
| 30 | Insert details of any security measures which the data importer is required to comply with. This may include any procedures which are required to fulfil the Partner’s obligations under clause 3 of the Data Processing Agreement. Relevant security measures could be physical and technological measures, as well as organisational and managerial.(e.g. * carrying out an information risk assessment and identifying an individual within the organisation who is responsible for security measures;
* vetting staff through processes which comply with the University’s requirements;
* establishing management controls such as ensuring password access to computerised copies of personal data and limiting access to certain individuals;
* encryption of personal data;
* ensuring physical security and preventing unauthorised physical access to any part of such computer systems, networks and rooms in which the personal data is stored;
* not transmitting personal data unless that personal data is encrypted and the key or password to decrypt that personal data is communicated separately;
* restricting the number of paper copies of the data made and/or kept by the data importer to the minimum number reasonably required in order to discharge or exercise the data importer’s obligations;
* preventing unauthorised physical access to any such paper copies;
* generally restricting access to the personal data that is in the data importer’s possession in accordance with good practice for an academic institute (or such institute as applies); and
* compliance with any applicable confidentiality guidelines and obligations.)
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