Dated 2019

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Data Processing Addendum

between

[Supplier]

and

University College London



**LONDON’S GLOBAL UNIVERSITY**

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This Data Processing Addendum is dated 2019

Parties

1. [FULL COMPANY NAME] incorporated and registered in England and Wales with company number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS] (Supplier)
2. University College London incorporated by Royal Charter and registered in England and Wales with registration number RC000631 whose principal place of business is at Gower Street, London, WC1E 6BT (UCL)

Background

1. The Supplier and UCL are party to an agreement for [DESCRIPTION OF AGREEMENT] dated [DATE] (**Agreement**).
2. Since the Agreement came into existence, the law relating to data protection has changed.
3. Consequently, the parties wish to amend the Agreement as set out in this Data Processing Addendum, in respect of the provisions relating to the processing of personal data, with effect from [25 May 2018] OR [the date of this Data Processing Addendum] (**Variation Date**).

Agreed terms

1. Terms defined in the Agreement
   1. In this Data Processing Addendum, expressions defined in the Agreement and used in this Data Processing Addendum have the meaning set out in the Agreement and any other definitions shall have the meaning set out in this Data Processing Addendum, including the Schedule.
2. Consideration
   1. In consideration of the mutual promises set out in this Data Processing Addendum, the parties agree to amend the Agreement as set out below.
3. Variation
   1. With effect from the Variation Date, the parties agree that the Schedule to this Data Processing Addendum shall apply as between the parties where the Supplier processes personal data on behalf of UCL, and that:
      1. if and to the extent that the Agreement contains any provisions dealing with the processing of personal data, such provisions shall be substituted in their entirety by the provisions in the Schedule to this Data Processing Addendum and shall be read and construed as if replaced by the provisions in the Schedule to this Data Processing Addendum; or
      2. if the Agreement does not contain any provisions dealing with the processing of personal data, the provisions of the Schedule to this Data Processing Addendum shall be added to the Agreement.
   2. Except as set out in clause 3.1 to this Data Processing Addendum, the Agreement shall continue in full force and effect.
4. Counterparts
   1. This Data Processing Addendum may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.
5. Governing law and jurisdiction
   1. This Data Processing Addendum and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and interpreted in accordance with the law of England and Wales.
   2. The parties irrevocably agree that the courts of England and Wales have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) that arises out of, or in connection with, this Data Processing Addendum or its subject matter or formation.

This Data Processing Addendum has been entered into on the date stated at the beginning of it.

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| Signed by [NAME]  for and on behalf of [NAME OF SUPPLIER] | .......................................  Director |
| Signed by [NAME]  for and on behalf of University College London | .......................................  Authorised Signatory |

1. Data Processing
   * + 1. Definitions
          1. In this Schedule, the following definitions shall apply:
2. **Controller** means a person which, alone or jointly with others, determines the purposes and means of the Processing of Personal Data;
3. **Data Protection Laws** means all laws and regulations relating to the Processing of Personal Data as the same may be in force from time to time;
4. **Data Subject** means the individual to which the Personal Data relates;
5. **Personal Data** means any information relating to an identified or identifiable living individual;
6. **Personal Data Breach** means the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data; and
7. **Processing** means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, and Process, Processes and Processed shall be construed accordingly; and
8. **Processor** means a person which Processes Personal Data on behalf of a Controller.
   * + 1. Data Protection
          1. The parties acknowledge and agree that:

this Agreement may require the Processing of Personal Data by the Supplier on behalf of UCL;

UCL alone shall determine the purposes for which and the manner in which Personal Data will be processed by the Supplier on behalf of UCL under this Agreement; and

UCL shall be the Controller and the Supplier shall be UCL's Processor in respect of all such Personal Data.

* + - * 1. Unless stated otherwise in paragraph 2.7 or in writing by UCL, where (under or in connection with this Agreement) the Supplier Processes Personal Data on behalf of UCL as UCL's Processor, the Supplier shall Process Personal Data on behalf of UCL in connection with the services/goods and services it provides to UCL under this Agreement for the duration of this Agreement. The Personal Data the Supplier Processes will be Personal Data collected by or provided to the Supplier in connection with the provision of such goods and services and will:

be Personal Data of UCL staff, UCL students, UCL contacts, UCL contractors' or commercial partners' staff and/or individuals that are part of UCL research projects; and

consist of non-sensitive types of Personal Data, such as the Data Subjects' names, addresses and email addresses; in some cases more sensitive types of Personal Data, such as health details and criminal convictions data; together with other types of Personal Data that are required to be processed in connection with the provision of the goods and services.

* + - * 1. Where, under or in connection with this Agreement, the Supplier Processes Personal Data on behalf of UCL as UCL's Processor, the Supplier shall:

Process the Personal Data only:

on the written instructions of UCL and to the extent reasonably necessary for the performance by the Supplier of its obligations under this Agreement. The Supplier shall immediately inform UCL if, in its opinion, Processing the Personal Data in accordance with a written instruction received from UCL or in the performance of its obligations under this Agreement infringes Data Protection Laws to which either UCL or the Supplier (in its capacity as a Processor) is subject; or

as otherwise required by European Union law or individual European Union member state law to which the Supplier is subject, in which case the Supplier shall inform UCL of that legal requirement before Processing the Personal Data (unless that law, on important grounds of public interest, prohibits the Supplier from informing UCL);

not disclose the Personal Data to any person except as required or permitted by this Agreement or with UCL's prior written consent;

without prejudice to the duties of confidence (contractual or otherwise) owed by the Supplier to UCL, ensure that all persons authorised by the Supplier to Process the Personal Data:

Process the Personal Data in accordance with provisions of this paragraph 2; and

are under an appropriate contractual or other legal obligation to keep the Personal Data confidential;

notwithstanding any other provision of this Agreement, and taking into account the state of the art, the nature, scope, context and purposes of the Processing and the risks to Data Subjects, implement appropriate technical and organisational measures to ensure the security of the Personal Data and prevent Personal Data Breaches;

not engage another Processor to Process the Personal Data on behalf of UCL (**Sub-processor**) except with UCL's prior written consent. The Supplier shall, prior to engaging a Sub-processor, enter into a written contract with the Sub-processor that imposes on the Sub-processor obligations that are the same as, or more onerous than, the obligations imposed on the Supplier under this paragraph 2. The Supplier shall remain fully liable and responsible for all acts and omissions of its Sub-processors and the acts and omissions of those employed or engaged by its Sub-processors as if they were its own. An obligation on the Supplier to do, or to refrain from doing, any act or thing shall include an obligation upon the Supplier to procure that its employees, staff, agents and its Sub-processors' employees, staff and agents also do, or refrain from doing, such act or thing;

not transfer or Process the Personal Data outside the European Economic Area, nor disclose the Personal Data to any party located outside the European Economic Area, except with UCL's prior written consent. Where such consent is given by UCL, the Supplier shall take such actions and enter into such written agreements as UCL may require in order to help ensure that such transfer, disclosure or Processing complies with the Data Protection Laws to which UCL is subject;

provide such assistance and co-operation as UCL may require from time to time in relation to the Personal Data to help UCL comply with its obligations under the Data Protection Laws to which it is subject, including (without limitation) its obligations in relation to:

keeping Personal Data secure;

dealing with Personal Data Breaches;

carrying out data protection impact assessments; and

dealing with requests from Data Subjects to exercise their legal rights in relation to their Personal Data.

This shall include the Supplier entering into such other written agreements as may be required by UCL from time to time to enable UCL to comply with the Data Protection Laws to which UCL is subject;

notify UCL without undue delay after, and in any event within 24 hours of, becoming aware of a Personal Data Breach in respect of the Personal Data;

at UCL's option, permanently and securely delete or return to UCL all the Personal Data promptly on termination of this Agreement, and delete any existing copies of the Personal Data save to the extent that the Supplier is required to retain copies of the Personal Data by European Union law or individual European Union member state law to which the Supplier is subject; and

make available to UCL all information necessary to demonstrate its compliance with its obligations under this paragraph 2.

* + - * 1. UCL reserves the right to audit the Supplier's compliance with its obligations under this paragraph 2, or to appoint a third party to carry out such audits.
        2. The Supplier acknowledges and understands that Personal Data relating to the Supplier's employees, agents and contractors will be Processed by UCL in connection with this Agreement. The Supplier shall inform each such Data Subject that its Personal Data may be processed by UCL in connection with this Agreement in the manner and for the purposes described in: (a) the UCL General Privacy Notice, available at <https://www.ucl.ac.uk/legal-services/privacy/general-privacy-notice>; and (b) any other privacy notices applicable to the Data Subject which are provided or made available to the Supplier by UCL from time to time.
        3. The Supplier agrees to indemnify, keep indemnified and defend at its own expense UCL against all costs, claims, damages or expenses incurred by UCL or for which UCL may become liable due to any failure by the Supplier or its employees, subcontractors or agents to comply with any of its obligations under this paragraph 2 or the Data Protection Laws.
        4. Set out below are details of the Processing activities to be undertaken by the Supplier on behalf of UCL as UCL's Processor under this Agreement that amend, or provide more information about, the general Processing description set out in paragraph 2.2.

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| **Does the description in paragraph 2.2 adequately cover the Supplier's Processing activities?** | Yes/No *(Delete as applicable)*  *Where the answer is 'Yes' then the rest of this table will not be relevant and 'Not applicable' should be added to each box.* |
| **The subject matter and duration of the Processing** | *[Describe the context of the processing and how long the personal data will be processed for. In particular, consider the extent to which processing will continue following termination of the Agreement. Simple example wording for this box is set out below.]*  *[EXAMPLE WORDING: Personal data is processed by the Supplier in order to provide the Services, for the duration of the Agreement.]* |
| **The nature and purpose of the Processing** | *[Describe why the personal data is being processed – the more specific you can be the better. Simple example wording for this box is set out below.]*  *[EXAMPLE WORDING: Personal data is hosted on the Supplier's servers to facilitate the provision of the Services.]* |
| **The type of Personal Data being Processed** | *[Describe the types of personal data being processed. Simple example wording for this box is set out below.]*  *[EXAMPLE WORDING: The main types of personal data being processed are student names, contact details and degree programme.]* |
| **The categories of Data Subjects** | *[Describe the categories of individuals whose personal data will be processed. Simple example wording for this box is set out below.]*  *[EXAMPLE WORDING: Students and staff members.]* |

* + - * 1. This paragraph 2 shall survive termination or expiry of this Agreement.