

DATA PROCESSOR CONTRACT
ARTICLE 28.3 OF THE GENERAL DATA PROTECTION REGULATION
Regulation (EU) 2016/679 (GDPR)

CLAUSES

1. Object of the Contract

The object of this contract is to define the conditions, requirements and obligations that the data processor (organisation) must fulfil to process the personal data needed to provide the services agreed by the data controller (University of Lleida) pursuant to Article 28 of the GDPR and other data protection laws and regulations.

2. Identification of the Information Concerned

To perform the service provision resulting from the fulfilment of the object of this commission, the data controller makes the following information available to the data processor:

- ID document number
- Name and Surname(s)
- Telephone number
- E-mail address

In some cases, the following data may also be made available to the processor:

- Data on the degree of disability of students, in order to implement the material adaptations of the specific physical place where the placement are carried out, to which they are entitled, according to the guidelines determined by the University.
- Data related to the health of students.

This information is described in greater detail in Annex 1 to this contract.

3. Duration

The contract shall take effect on the date it is signed and shall remain in force for the duration stipulated in the Educational Cooperation Agreement, without prejudice to any specific obligations in this contract that may have a longer duration, or any other legal obligations applicable to the parties once the contractual relationship has ended.

4. Obligations of the Data Processor

The data processor and all its personnel undertake:

- a) To use personal data subject to processing only for the purpose of this commission. It must not use the data for its own purposes.
- b) To process the data in accordance with instructions given by the data controller.

If the data processor deems that any of the instructions violate the provisions of the GDPR or any other data protection provision of the European Union or of the Spanish State's legal order, the data processor shall immediately notify the data controller thereof within a period no longer than 24 hours.

- c) If international transfers of data need to be made, and pursuant to applicable European Union or Member State law, to inform in advance the data controller of the legal requirement for transferring personal data to a third country outside the European Union or to an international organisation, unless the aforementioned law prohibits it on important grounds of public interest. The data processor shall provide the data controller with appropriate supporting documentation.
- d) To keep, under its control and custody, the personal data provided by the data controller, and not to transfer them or communicate them to unauthorised third parties, not even for ensuring their retention.
- e) To ensure that the personnel authorised to process personal data are properly trained on personal data protection matters.
- f) To give support to the data controller in relation to undertaking data protection impact assessments, where applicable.
- f) To give support to the data controller in relation to undertaking prior consultation with the Autoritat Catalana de Protecció de Dades (Catalan Data Protection Authority), where applicable.
- h) To make all the necessary information available to the data controller to demonstrate fulfilment of the obligations stipulated in this contract, and with the personal data protection laws and regulations in force.
- i) To permit and contribute to undertaking audits, including inspections by the data controller or by any auditor authorised by the data controller, pursuant to the conditions set out in Clause 8 of this contract.
- j) To appoint, where applicable, a data protection officer and communicate the identity and contact details of that person to the data controller.

5. Security Measures

The data processor undertakes to ensure the security of the personal data to which it has access during the service provision. For this purpose, it shall implement legally enforceable and appropriate technical and organisational measures to ensure a level of security appropriate to the risk to prevent the alteration, loss or unauthorised access to or processing of personal data in accordance with the state of technology at any given moment, to the nature of the data stored and to the risks to which they are exposed as a result of human action or of the physical or natural environment.

In this respect, the data processor shall implement the security measures provided for in Article 32 of the GDPR with the following objectives:

- To pseudonymise and encrypt personal data.
- To ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services.
- To restore the availability and access to personal data in a timely manner in the event of a physical or technical incident.
- To regularly test, assess and evaluate the effectiveness of technical and organisational measures for ensuring the security of the processing.

Should it be necessary to access data located on the data controller's servers via telecommunications networks, then it shall be done in accordance with the data controller's security protocols and it is forbidden to incorporate the data into systems or media other

than those of the data controller unless it is necessary to do so for the service provision that is the object of the Educational Cooperation Agreement.

The data processor undertakes to implement the necessary security measures in accordance with the risk assessment it will have undertaken prior to processing, as well as with the means used, for the purposes of determining the appropriate security measures for ensuring the security of the information processed and of the rights of the data subjects concerned. If it adheres to a code of conduct or certification mechanism demonstrating the existence of sufficient data security guarantees, the data processor shall make the supporting documentation available to the data controller.

6. Record of Activities

The data processor shall maintain a written record of all the categories of processing activities carried out on behalf of the data controller, with the following content:

- i. The name and contact details of the data processor or processors, and of each data controller on whose behalf the data processor is acting and, where applicable, of the data controller's or processor's representative and data protection officer.
- ii. The categories of processing carried out on behalf of each data controller.
- iii. Where applicable, transfers of personal data to a third country or an international organisation, including the identification of that third country or international organisation and the documentation of suitable safeguards.
- iv. A general description of the technical and organisational security measures in relation to the following points:
 - a. The pseudonymisation and encryption of personal data.
 - b. The ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services.
 - c. The ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident.

7. Notification of Data Security Breaches

The data processor shall notify the data controller, without undue delay and in any event within a period of 24 hours at the very most (one calendar day), of any security breaches of personal data in its care of which it becomes aware, with all the relevant information for the documentation and communication of the incident.

The data processor shall provide, at the very least, the following information if it has it:

- a. A description of the nature of the personal data security breach, including, where possible, the categories and the approximate number of data subjects concerned, and the categories and approximate number of personal data records concerned.
- b. The name and the contact details of the data protection officer and of other contact points where more information can be obtained.
- c. A description of the likely consequences of the personal data security breach.

d. A description of the measures taken or proposed to be taken to address the personal data security breach, including, where applicable, measures taken to mitigate any possible adverse effects.

If it is not possible to provide all of this information at the same time, the information should be provided in phases without undue delay and as soon as possible.

If the data security breaches identified are attributable to the data processor, then said data processor, with prior communication to the data controller and after analysing and assessing the situation, shall be responsible for communicating the aforementioned data security breaches to the Autoritat Catalana de Protecció de Dades (Catalan Data Protection Authority), as well as to the data subjects, when the breach is likely to result in a high risk to the rights and freedoms of the natural persons. If the security breaches are not attributable to the data processor, it shall be the data controller's responsibility to carry out the stipulated communications.

8. Audits

The data processor shall allow the data controller to review the provision of services that is the object of the Educational Cooperation Agreement and to undertake audits of the procedures followed by the data processor in the provision of the aforementioned services, as well as the degree of compliance with the agreed standards and levels.

To that end, it shall make all the necessary information available to the data controller to demonstrate fulfilment of its obligations.

The scope of the above-mentioned reviews or audits may only be related to those aspects of the services that the data controller has commissioned, including any type of data, information confidentiality, records, processing or quality manuals, service levels, etc.

The data controller may undertake, during the data processor's working hours, one annual audit at most, and may only have access to those facilities directly related to the service provision. A minimum of 90 days notice shall be given prior to undertaking an audit.

The data controller is responsible for meeting the entire cost of each audit.

All the information obtained and derived from the audits shall be treated as confidential.

The data controller may engage a third party to undertake the audit, with the signature of a confidentiality agreement accepted by the data processor.

Under no circumstances may the data controller demand – and the data processor is under no obligation to provide – information about the data processor's other providers or about the internal cost of the service provision, or privileged, inside or confidential information.

9. Confidentiality

The data processor, the personnel involved in performing the tasks and anyone intervening in any phase must make an express written commitment to observe professional secrecy with regard to personal data, regardless of the medium or way in which they become aware of them, for the execution of this contract. These obligations shall continue to exist even after this contractual relationship has ended, at least until the expiry of the statute of limitations period for taking any legal action stemming from it.

The data processor undertakes not to communicate the data, not even for the purpose of retention, to other persons, or any result of the previously mentioned data processing

processes. The data processor also undertakes not to partially or wholly duplicate or reproduce this information or the results.

If the data processor subcontracts part of the processing that is the object of this contract to a third party, the data processor must ensure that the third party is also bound to maintain mandatory confidentiality.

The data processor shall make the documentation supporting the fulfilment of the obligation set out in the previous point available to the data controller.

10. Subcontracting

When the data processor needs to subcontract the services described in this contract, it shall clearly and unequivocally identify the subcontracted firm and its contact details.

The data controller must give prior, express and written authorisation to such subcontracting.

The subcontractor, who shall also have the status of data processor, is equally bound to fulfil the obligations set out in this document for the data processor, as well as the instructions given by the data controller. Pursuant to Article 28 of the GDPR, it is the initial data processor's responsibility to regulate the new relationship in such a way that the new data processor shall be subject, by way of a contract, to the same conditions (instructions, obligations, security measures, etc.) and the same formal requirements with regard to the appropriate processing of personal data and protection of rights of the data subjects concerned.

If the subcontractor fails to comply, the data controller shall hold the data processor fully responsible for such failure.

11. Return

Once the contractual service provision has been completely executed, the data processor shall return to the data controller all the documentation and information related to the commissioned service provision, regardless of the medium or document in which it appears.

If said return is not possible or is very expensive, all the information shall be destroyed by means of a procedure that offers maximum guarantees. In this case, the data controller may ask the data processor to issue a certificate to prove that this has been done accordingly.

However, if there is a legal obligation that so demands, the data controller may authorise the data processor to retain the data, in which case they must be duly blocked.

12. Obligations of the Data Controller

The data controller must fulfil the following obligations:

- a. To deliver the data described in Clause 2 and Annex 1 of this document to the data processor in a way that ensures they are adequate, relevant and limited to what is necessary for the purpose of processing.
- b. To assess the impact on personal data protection of the processing operations that the data processor needs to perform, in those specific cases where it is mandatory according to the laws and regulations in force at any given moment.
- c. To undertake any appropriate prior consultations.

- d. To supervise the processing, which includes undertaking inspections and audits, and ensuring the data processor's compliance with the personal data protection laws and regulations in force.
- e. To inform the data subjects when their data are collected, pursuant to the provision of Articles 13 and 14 of the GDPR.
- f. To obtain the consent required by the data protection laws and regulations for the processing of personal data supplied to the data processor.

13. Exercise of the Data Subjects' Rights

The data processor shall assist the data controller in responding to the exercise of data subjects' rights (right of access, to rectification, to erasure, to object, to restriction of processing, to data portability and not to be the subject of automated individual decision-making).

In this sense, the data processor shall, within a period of 24 hours, pass on to the data controller the data subject's request to exercise his or her rights so that the data controller can deal with it appropriately.

14. Responsibility

The data processor promises to fulfil the obligations set out in this contract and in the laws and regulations in force in regard to this processing commission.

Pursuant to Article 28.10 of the GDPR and the data protection laws and regulations, if the data processor infringes the GDPR by determining the purposes and means of processing, the data processor shall be considered to be a data controller in respect of that processing.

15. The Parties' Data

Pursuant to the data protection laws and regulations, the parties inform each other that the personal data figuring in this contract, as well as those deriving from management, maintenance and, where applicable, invoicing, shall be processed strictly and solely for those purposes and not for any other or incompatible purposes.

The parties are responsible for the truthfulness and accuracy of the personal data communicated, and consent to them being collected and processed for the aforementioned purposes.

The parties personal data shall be retained for the duration of the contractual relationship or until the expiry of the statute of limitations period for taking any legal action stemming from it, where applicable.

The parties' data may only be transferred to third parties when a regulation so requires.

The parties may exercise their rights (right of access, to rectification, to erasure, to object, to restriction of processing and to data portability) in the manner provided for by law, by sending a letter to the address that, for each party, appears in this contract or in the Educational Cooperation Agreement of which it is a consequence.

ANNEX 1 – DATA SUBJECT TO PROCESSING

SUBJECT	
PROCESSING UNDERTAKEN	<input type="checkbox"/> Collection <input type="checkbox"/> Record <input type="checkbox"/> Structuring <input type="checkbox"/> Modification <input type="checkbox"/> Extraction X Consultation <input type="checkbox"/> Communication by transmission <input type="checkbox"/> Dissemination <input type="checkbox"/> Interconnection <input type="checkbox"/> Confrontation <input type="checkbox"/> Limitation <input type="checkbox"/> Erasure <input type="checkbox"/> Destruction <input type="checkbox"/> Retention <input type="checkbox"/> Communication X Others: Contact with the student and monitoring attendance
PURPOSE	<input type="checkbox"/> Client, accounting, fiscal and administrative management <input type="checkbox"/> Payroll management <input type="checkbox"/> Provision of financial solvency and creditworthiness services <input type="checkbox"/> Economic, financial and insurance services <input type="checkbox"/> Advertising and commercial prospecting <input type="checkbox"/> Guides/Directories of electronic communications services <input type="checkbox"/> Provision of electronic certification services <input type="checkbox"/> Management of associative, cultural, recreational, sporting and social services X Education <input type="checkbox"/> Health monitoring and management <input type="checkbox"/> Private security <input type="checkbox"/> Video surveillance <input type="checkbox"/> Human resources <input type="checkbox"/> Occupational risk prevention <input type="checkbox"/> Fulfilment/Non-fulfilment of monetary obligations <input type="checkbox"/> Profile analysis <input type="checkbox"/> Provision of electronic communications services

	<input type="checkbox"/> Electronic commerce <input type="checkbox"/> Management of affiliates or members of political parties, trade unions, Churches <input type="checkbox"/> Social care management <input type="checkbox"/> Epidemiological research and analogous activities <input type="checkbox"/> Clinical record <input type="checkbox"/> Building access security and control <input type="checkbox"/> Statistical, historical or scientific purposes <input type="checkbox"/> Others:
TYPE	<input checked="" type="checkbox"/> Data of an identifying nature <input type="checkbox"/> Personal characteristics <input type="checkbox"/> Academic and professional data <input type="checkbox"/> Commercial information <input type="checkbox"/> Social circumstances <input type="checkbox"/> Work details <input type="checkbox"/> Economic, financial or insurance data, commercial information <input type="checkbox"/> Goods and services transactions <input checked="" type="checkbox"/> Special categories of data <input checked="" type="checkbox"/> Others: measures to adapt the place of the placement to the disability of students
CATEGORIES	<input type="checkbox"/> Employees <input type="checkbox"/> Clients and users <input type="checkbox"/> Suppliers/Providers <input type="checkbox"/> Affiliates or members <input type="checkbox"/> Owners or renters <input type="checkbox"/> Patients <input checked="" type="checkbox"/> Students <input type="checkbox"/> Contact persons <input type="checkbox"/> Parents or tutors <input type="checkbox"/> Legal representatives <input type="checkbox"/> Applicants <input type="checkbox"/> Beneficiaries <input type="checkbox"/> Public positions <input type="checkbox"/> Others: