

March 2019

These Personal Data Transfer Terms and Conditions apply to any organisation to whom NUI Galway transfer personal data to (arising from an employee/staff authorisation) on a joint controlling of the personal data basis. Recipients of Personal Data from NUI Galway must not use download or use in any way Personal Data Transferred to it unless undertakes to comply with these Terms and Conditions. Any download or use of Personal Data transferred to Organisations shall be deemed to be an acceptance of these Terms and Conditions.

- (1) **NUI Galway** of University Road Galway; and
- (2) **The Recipient.**

Each a **“Party”** and together referred to as the **“Parties”**

(A) Whereas NUI Galway is an employer of staff; and

(B) Whereas the Recipient is providing financial or other services (the **“Services”**) by agreement to those staff; and

(C) Whereas NUI Galway, in order for the Recipient to provide the services to the staff, is required to transfer certain staff data as set out in Annex A via a secure protected mechanism to the Recipient; and

(D) Whereas both parties agree to perform its part of this personal data transfer in compliance with applicable data protection legislation.

NOW, THEREFORE, the Parties agree as follows:

1. These Terms and Conditions relate to the transfer of Personal data between the Parties who are independent legal entities and who each control the Personal Data transferred when in their possession.
2. In these Terms and Conditions both Parties undertake to comply with the applicable Irish and European data protection and privacy legislation (the **“Applicable Law”**), including in particular the **General Data Protection Regulation (GDPR)** (Regulation (EU) 2016/679) with regard to the Personal Data transferred between the Parties.
3. **“Personal Data”** includes *“any information relating to an identified or identifiable natural person”* as defined in GDPR, article 4 (1) (1) (the **“Personal Data”**). The categories and types of Personal Data processed are listed in **Annex A**.
4. Each Party acknowledges that Personal Data may come into its possession as part of these Services and agrees that it shall do all such acts and things as may be expected of it with a view to compliance with its applicable national and European legislation concerning privacy and data protection.
5. Each Party guarantees to process Personal Data in accordance with the requirements of Applicable Law and in accordance with their respective Data Protection and Privacy Statements.
6. Each Party undertakes to comply with the Section 13 and 14 of the GDPR as applicable.
7. Each Party shall implement appropriate technical and organizational measures to protect the Personal Data in its possession and in accordance with the Applicable Law, in particular in accordance with GDPR, article 32.
8. Each Party shall ensure that its security measures are appropriate to protect Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of Personal Data over a network, and against all other unlawful forms of processing, and that these

measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation.

9. Each Party shall give such reasonable assistance as may be reasonably requested by the other in order to assist the other comply with Applicable Law.
10. Each Party shall process and retain only for as long as necessary Personal Data only for the purposes of performing and carrying out the Services under these terms and Condition and only in accordance with instructions contained in these Terms and Conditions.
11. Each Party shall not otherwise modify, amend or alter the contents of the Personal Data or disclose or permit the disclosure of any of the Personal Data to any third party unless specifically in accordance with the terms of these Terms and Conditions.
12. Each Party shall ensure that only those of its personnel who need to have access to the Personal Data are granted access to such data and only for the purposes of the performance of these Terms and Conditions and all of its personnel required to access the Personal Data are informed of the confidential nature of the Personal Data and comply with the obligations set out in these Terms and Conditions.
13. Each Party undertakes its part of the Services at its own risk.
14. The Recipient shall be liable to the Data Subject for any losses or damages suffered by a Data Subject as a consequence of Recipient failure to perform the obligations under these Terms and Conditions.
15. Each Party performs its obligations under these Terms and Conditions as an independent entity and accordingly, the responsibility of complying with legal requirements falls upon and is to be discharged wholly and exclusively by each individual Party.
16. Each Party shall maintain appropriate and adequate levels of insurance for the duration of the Services.
17. These Terms and Conditions shall be governed by Irish law and subject to the exclusive jurisdiction of the Irish courts.
18. These Transfer Terms and Conditions shall remain in force until the applicable NUI Galway staff member/employee with draws his/her authorisation for the deductions to be made.

BOTH PARTIES AGREE THAT ANY DOWNLOAD OR USE OF THE TRANSFERRED PERSONAL DATA SHALL BE DEEMED TO BE AN ACCEPTANCE OF THESE TERMS AND CONDITIONS

ANNEX A

DESCRIPTION OF THE TRANSFER

Data exporter (NUI Galway)

NUI Galway will provide certain employee financial data and identifying data to enable the Data Importer to make certain deductions which have been authorised by the employee.

Data importer (Recipient)

Partner will be processing personal data solely for the purposes of making the relevant deductions authorised by the employee and shall be make no other use of the personal data shared.

Data subjects

The personal data transferred concern the following categories of data subjects (please specify):

Employees.

Categories of data

The personal data transferred concern the following categories of data (please specify):

Name, employee number (where necessary), amount, policy reference number (where necessary), account number (where necessary), period that it relates to.

Special categories of data (health, disability etc) (if appropriate)

The personal data transferred concern the following special categories of data (please specify):

Not applicable.

Processing operations

The personal data transferred will be subject to the processing for financial purposes to allow for the authorised deductions to be made.

Recipients:

The date importer (Recipient) and its authorised employees subject to the data protection and privacy policies of the data importer (Recipient).

Description of the technical and organisational security measures implemented by the data processor:

Please see Data Protection and IT Security Policy and Procedures of the Data Importer and the Data Exporter (Recipient).

Contact for data protection enquires:

NUI Galway: dataprotection@nuigalway.ie

Data Importer (Recipient): As each employee has authorised these deductions, each can access the data protection contact details on the website of the Recipient that they have authorised the deductions for.