

NUI Galway GDPR Terms and Conditions applicable to all suppliers/contractors/agencies/temporary workers/external examiners to process in any way personal data on behalf of NUI Galway. Any contractor/supplier/agencies/temporary workers/external examiners who carries out work or services on behalf of NUI Galway must comply with the following terms and conditions. These terms supersede any terms or conditions attached to any supplier/contractor invoice or purchase order.

Contractors/Suppliers/agencies/temporary workers/external examiners (the “Contractor”) must guarantee that in circumstances where they are acting as Data Processors(as defined in European General Data Protection Regulation (GDPR)) on behalf of the University(meaning NUIG) or in any circumstances where they are handling Personal Data(as defined in the GDPR) on behalf of the University that they shall:

- implement appropriate technical and organisational measures that are sufficient to secure that the processing will (a) meet the requirements of the GDPR and (b) ensure the protection of the rights of the data subject.
- Comply with all reasonable instructions from NUIG so as to allow NUIG to comply with its obligations under the GDPR.

The Contractor shall notify NUIG immediately if it considers that any of NUIG’s instructions infringe applicable Data Protection Legislation.

The Contractor shall provide all reasonable assistance to the University in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the University, include:

- (a) a systematic description of the envisaged processing operations and the purpose of the processing;
- (b) an assessment of the necessity and proportionality of the processing operations in relation to the Services;
- (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
- (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

The Contractor shall, in relation to any Personal Data processed in connection with its obligations under this Agreement: process that Personal Data only in accordance with the instructions of the University, unless the Contractor is required to do otherwise by EU and Irish law. If it is so required, the Contractor shall promptly notify the University before processing the Personal Data unless prohibited by EU and Irish law.

The Contractor shall ensure that it has in place protective measures, which can be reviewed by the University at the University’s discretion as appropriate to protect against a personal data loss event having taken account of the:

- (i) nature of the data to be protected;
- (ii) harm that might result from a personal data loss event;
- (iii) state of technological development; and
- (iv) cost of implementing any measures;

The Contractor shall ensure that
(i) the Contractor Personnel do not process Personal Data except in accordance with this Agreement; and

(ii) it takes all reasonable steps to ensure the reliability and integrity of any Contractor Personnel who have access to the Personal Data and ensure that they:

- are aware of and comply with the Contractor's duties under this clause;
- are subject to appropriate confidentiality undertakings with the Contractor or any Sub-processor;
- are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the University or as otherwise permitted by this Agreement; and
- have undergone adequate training in the use, care, protection and
- not transfer Personal Data outside of the EU unless the prior written consent of the University has been obtained and the following conditions are fulfilled.

The Contractor shall not transfer Personal Data outside of the EU unless the prior written consent of the University has been obtained and the below conditions are fulfilled:

- the University or the Contractor has provided appropriate safeguards in relation to the transfer as determined by the University;
- the Data Subject has enforceable rights and effective legal remedies;
- the Contractor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transfer; and
- the Contractor complies with any reasonable instructions notified to it in advance by the University with respect to the processing of the Personal Data;
- at the written direction of the University, delete or return Personal Data (and any copies of it) to the University on termination of the Agreement unless the Contractor is required by Law to retain the Personal Data.

The Contractor shall notify the University immediately if it:

- (a) receives a data subject access request (or purported data subject access request);
- (b) receives a request to rectify, block or erase any Personal Data;
- (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
- (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Agreement;
- (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
- (f) becomes aware of a Data Loss Event.

The Contractor shall maintain complete and accurate records and information to demonstrate its compliance with this clause.

The Contractor shall allow for audits of its Data Processing activity by the University or the University's designated auditor.

Before allowing any Sub-processor to process any Personal Data related to this Agreement, the Contractor must notify the University in writing of the intended Sub-processor and processing; and obtain the written consent of the University.

The Contractor shall remain fully liable for all acts or omissions of any Sub-processor.

The Contractor accepts that NUIG shall not accept any liability clauses where Personal Data Processors are indemnified against fines or claims under the General Data Protection Regulation.

November 2018

NUI Galway Data Protection Officer