

## **AGREEMENT FOR THE PROCESSING OF PERSONAL DATA BY THE CONTRACTOR (DATA PROCESSOR) ON BEHALF OF, AND AT THE INSTRUCTION, OF THE PURCHASER (DATA CONTROLLER)**

### **BETWEEN:-**

(1) The University of the Highlands and Islands (UHI), whose registered office is: UHI Executive Office, 12b Ness Walk, Inverness IV3 5SQ (the "University", "UHI"); and

(2) The person accepting the offer to be an ATRB assessor (subject to the conditions included in the offer email) (the "Contractor") (the "Contractor"),

### **FOR THE PROVISION OF THE FOLLOWING SERVICES:**

Contributing to the University's Academic Titles review Board's process for assessing applications for senior academic titles; that the processing be undertaken subject to the terms of this agreement.

#### **1. Processing instructions**

This section sets out the processing instructions for what Contractor are to do with the personal data provided. This includes certain details of the processing of personal data in connection with the Services.

##### **1.1: Subject matter of processing**

This agreement applies to the Contractor contributing to the University's ATRB process by acting as an external assessor of applications to the ATRB board. The Contractor will process details of relevant applicants to the board and provide their assessments of the quality of applications to assist the ATRB board in coming to a decision.

##### **1.2: The nature and purpose of the processing of personal data**

This agreement applies to the Contractor contributing to the University's ATRB process by acting as an external assessor of applications to the ATRB board. The Contractor will process details of relevant applicants to the board and provide their assessments of the quality of applications to assist the ATRB board in coming to a decision.

More detailed instructions on how to do this will be provided by the university and additional instructions and requests may be issued from time to time by the University's research office.

##### **1.3: The types of personal data to be processed**

Relevant data may include:

The personal data of UHI ATRB applicants including, but not limited to; CVs and application documents including personal statements.

The personal data of UHI ATRB board members and ATRB administrative staff (or other relevant members of UHI staff contributing to the process).

##### **1.4: The categories of data subject to whom processing relates**

UHI staff including ATRB applicants, ATRB board members, and UHI administrative staff.

##### **1.5: The obligations and rights of the authority**

To uphold the responsibilities of the controller/purchaser as outlined in this document.

To review the processes outlined in this document on an ongoing basis and advise the processor in writing of any amendments.

To terminate this agreement if there are grounds to do so.

##### **1.6: Duration of the processing**

The contractor shall process data for as long as is necessary to complete the instructions. This period will be limited to the period set by the university in its ATRB process. The Contractor will delete any copies of the personal data they hold when the UHI asks for deletion or three months after the instructions are completed – whichever is sooner.

## **2. Data processor agreement general terms**

2.1 Contractor will process the personal data provided only on UHI's documented instructions (Section 1), unless required to do so by domestic law; in such a case, Contractor shall inform UHI of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest;

2.2 Contractor commits to confidentiality or is under an appropriate statutory obligation of confidentiality, and Contractor will not share the personal data or allow any other person to access it;

2.3 Will ensure the security of the processing to the standard set out in article 32 of the UK GDPR, including following the instructions in Section 3;

2.4 Contractor will not share the personal data with any other person or allow any other person to access it. Contractor will not sub-contract any of the work or rights or obligations in this agreement.

2.5 Contractor will assist UHI, insofar as this is possible, with its obligations handling data subject requests.

2.6 Contractor will assist the controller in with obligations pursuant to Articles 32 to 36 of the UK GDPR taking into account the nature of processing and the information available to Contractor.

2.7 At the choice of UHI, the Contractor will delete or return all the personal data to UHI at the end of the provision of services, Contractor will securely delete any existing copies (including deleting material from any location to which it has been placed and deleted from 'recycle bin', 'deleted items' or similar.

2.8 Contractor will make available to UHI all information necessary to demonstrate compliance with the obligations laid down in this agreement and allow for and contribute to audits, including inspections, conducted by UHI or another auditor mandated by the controller.

2.9 Contractor shall immediately inform UHI if, in Contractor opinion, an instruction given to Contractor by UHI infringes the UK GDPR or other domestic law relating to data protection.

2.10 Contractor will immediately inform UHI if Contractor has any reason to believe that there may have been a data breach or data security issue concerning UHI personal data or UHI systems used. Contractor will assist UHI, to the extent reasonable, with any investigation or response to a suspected or confirmed data security incident.

## **3. Security of processing**

3.1 The Contractor will, at all times, ensure that the data is processed in keeping with these instructions and the conditions of their professional standards or certifications. In cases where staff consider there is a conflict between such conditions and instructions, they will contact the ATRB team for instruction.

3.2 The Contractor will only process the UHI data using their organisation's facilities (hardware and software) – those being the facilities of the organisation that provided the email account to which UHI sent the ATRB invitation.

If any of the conditions in section 3.2.1, 3.2.2 or 3.2.3 are met the Contractor will take the steps in section 3.2.4;

3.2.1 The email was sent to a private email address not provided by an organisation

3.2.2 If the Contractor considers that they may not be able to provide the level of security required by article 32 of the UK GDPR

3.2.3 They are not allowed to use their organisation's facilities for the instructed purposes

3.2.4 The Contractor will contact UHI before entering into this agreement and UHI will provide the Contractor with access to its own facilities to allow the Contractor to complete the instructions securely.

3.3 The Contractor will abide by all instructions given regarding the use of UHI systems and will only use the systems for the purposes in this agreement.

3.4 The Contractor will abide by UHI's ICT acceptable use policy and Data Protection Policy when using UHI's software or the UHI external account granted to them.

3.5 The Contractor will, at all times, follow the instructions, directions and training given by UHI and will be cogent of these whenever processing personal data. The Contractor will, at all times, treat personal data with due care and attention and will diligently perform instructed tasks with full attention and care.

3.6 If the Contractor is given access to UHI systems they will only access UHI systems and personal data by logging in using the provided UHI credentials. When logging in the Contractor will only use a device with an up-to-date operating system and web browser (including all relevant security patches) that has a password to control access to the device