**TEMPLATE C**

**DATA PROCESSING AGREEMENT – Controller to Controller**

**[*Note: this template can be used where either: (a) the University and another party, each a controller, transfer personal data between them on a mutual basis or (b) where the other party transfers personal data to the University, where each is a controller of that data. ]***

**Between**

**UNIVERSITY OF DUNDEE**

**And**

**PARTNER**

****

**[Please ensure that all Notes are deleted before signing]**

**PROCESSING DETAILS**

**Background**

The parties have agreed to engage in sharing of Personal Data as outlined in these Processing Details. Each party is a Controller of the shared Personal Data.

This Controller-to-Controller Processing Agreement sets out the terms, on which one or both of the parties may provide Personal Data and the terms on which such Personal Data may be used by the Recipient This Agreement consists of the below Processing Details and the Processing Conditions and the Schedule.

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| **Parties** | |
| UoD | **University of Dundee**, established by Royal Charter dated 20 July 1967 and a registered Scottish Charity (charity number SC015096), having its principal office at 149 Nethergate, Dundee, DD1 4HN |
| Partner | *[Note: Insert the name and address of the Partner with whom the University will enter into this agreement]* |

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| **Processing Details** | | |
| Purposes | *[Note: Insert description of the purposes for which personal data may be transferred under the agreement and for which the parties will use such personal data.*   * *If the purpose relates to a separate contract, insert details of the contract including the relevant date(s) of signing.* * *Also describe why the data sharing is necessary to achieve the purpose; and* * *the benefits of data sharing.]* | |
| Sharing Start Date | *[Note: insert the data sharing start date. The agreement will apply from that date.]* | |
| **Personal Data provided by (or on behalf of) UoD (acting as the Discloser, where the Partner is the Recipient)(if applicable)** | | |
| Personal Data provided by (or on behalf of) UoD | *[Note: Insert the types of personal data to be provided by the University under this agreement. If none, state “N/A”.* *]* | |
| Special category Personal Data / Personal Data relating to criminal offences or convictions provided by (or on behalf of) UoD | [*Note: Insert the types of special categories of personal data to be provided by the University. Special category data is personal data relating to race, ethnic origin, politics, religion, trade union membership, genetics, biometrics (where used for ID purposes), health, sex life and sexual orientation.)*  *Also insert details of any personal data relating to criminal offences or convictions (if relevant) to be shared.*  *If none, state “N/A”.]* | |
| Categories of Data Subjects | *[Note: Insert the categories of individuals (data subjects) whose personal data the University will provide to the Partner under this agreement. If none, state “N/A”.]* | |
| UoD’s legal grounds to provide Personal Data | *[Note:* *Insert the applicable legal grounds on which the University will share personal data. If UoD does not share personal data, state “N/A.”]* | |
| UoD’s legal grounds to share special category Personal Data / Personal Data relating to criminal offences or convictions | *[Note: Insert the legal grounds on which the University shares special categories of personal data and personal data relating to criminal offences or convictions (if relevant). If UoD does not share personal data, state “N/A.”]* | |
| Partner’s legal grounds to Process Personal Data provided by (or on behalf of) UoD | *[Note: Partner to confirm legal grounds on which it will process personal data provided by the University. If UoD does not share personal data, state “N/A.”]* | |
| Partner’s legal grounds to Process special categories of Personal Data / Personal Data relating to criminal offences or convictions | *[Note: Partner to confirm the legal grounds on which it will process any special categories of personal data / personal data relating to criminal offences or convictions (if relevant). If UoD does not share personal data, state “N/A.”]* | |
| **Personal Data provided by (or on behalf of) the Partner (acting as the Discloser, where UoD is the Recipient)** | | |
| Personal Data provided by (or on behalf of) the Partner | *[Note: Insert the types of personal data to be provided by the Partner to the University under this agreement.]* | |
| Special category Personal Data / Personal Data relating to criminal offences or convictions provided by (or on behalf of) the Partner | *[Note: Insert the types of special categories of personal data to be provided by the Partner to the University. Special category data is personal data relating to race, ethnic origin, politics, religion, trade union membership, genetics, biometrics (where used for ID purposes), health, sex life and sexual orientation.)*  *Also insert details of any personal data relating to criminal offences or convictions (if relevant) to be shared.]* | |
| Categories of Data Subjects | *[Note: Insert the categories of individuals (data subjects) whose personal data the Partner will provide to the University under this agreement.]* | |
| Partner’s legal grounds to provide Personal Data | *[Note:* *Partner to confirm its legal grounds to provide personal data (and special category and/or criminal convictions/offences data) to the University under this agreement.* | |
| UoD’s legal grounds to Process Personal Data provided by (or on behalf of) the Partner | *[Note: Insert the legal grounds on which the University may process personal data provided by the Partner.]* | |
| UoD’s legal grounds to Process special categories of Personal Data / Personal Data relating to criminal offences or convictions | *[Note: Insert the legal grounds on which the University may process any special categories of personal data provided by the Partner and personal data relating to criminal offences or convictions (if relevant*.] | |
| **Other applicable details** | | |
| Access and Processing restrictions the Recipient must follow | *[Note: Insert details of any access and processing restrictions the recipient of personal data has to comply with in connection with the personal data provided to it. If none, insert “N/A”.]]* | |
| Any Personal Data transferred outside the UK? (Y/N) If yes, what transfer mechanism is used to ensure compliance with clause 12.3? | *[Note: if data is transferred from UK, Partner to confirm transfer mechanism used, e.g. model clauses – see Schedule 2 (if required).* | |
| Security Requirements | *[Note: Insert details of any security requirements agreed with the Partner in connection with the personal data provided under this agreement (e.g. specific access restrictions, requirements relating to security of data transfer, ISO27001 or Cyber Essentials certification, encryption, security in connection with access to premises where data is stored.]*  Personnel security requirements:  Technical security requirements:  Physical security requirements:  Any other agreed security requirements: | |
| Review of this Agreement | *[Note: Indicate how regularly the parties will review this agreement – e.g. once per year on or around the anniversary of the Sharing Start Date.]* | |
| UoD Contacts | Name: *[Note: insert UoD primary contact name]*  Position: *[Note: insert UoD primary contact role]*  University address: *[Note: insert work address of UoD primary contact]*  E-mail: *[Note: insert UoD primary contact e-mail]*  Cc: *[Note: insert Cc e-mail address for primary contact]*  Telephone: *[Note: insert UoD primary contact phone number]* | Name: *[Note: insert UoD secondary contact name]*  Position: *[Note: insert UoD secondary contact role]*  University address: *[Note: insert work address of UoD secondary contact]*  E-mail: *[Note: insert UoD secondary contact e-mail]*  Cc: *[Note: insert Cc e-mail address for secondary contact]*  Telephone: *[Note: insert UoD secondary contact phone number]* |
| Partner Contact | Name: *[Note: insert Partner contact name]*  Position: *[Note: insert Partner contact role]*  Address: *[Note: insert work address of contact]*  E-mail: *[Note: insert Partner contact e-mail]*  Cc: *[Note: insert Cc e-mail address for contact]*  Telephone: *[Note: insert contact phone number]* | |

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| Approved Sub-processors  *[Note: Partner to confirm if it has any Sub-processors and to complete this section accordingly. It can be left blank if there are none.]* | Sub-processor name | Sub-processor function / role in processing | Does sub-processing include transfer of data from UK? (Y/N) | If yes, what transfer mechanism is used to ensure compliance with clause 12 |
| *[Note: insert Sub-processor full name]* | *[Note: describe Sub-processor’s role in processing]* | *[Note: respond Y/N depending on whether sub-processing includes a data transfer from UK]* | *[Note: if data is transferred from UK, Partner to confirm transfer mechanism used, e.g. model clauses]* |
|  |  |  |  |
|  |  |  |  |

**Signed for and on behalf of**

**THE UNIVERSITY OF DUNDEE** …………………………………….

Authorised Signatory

by (Insert name)

on (Date of signing)

at (Place of signing)

In the presence of this witness:

……………………………………………………….……………………Witness Sign

…………………………………………….………………………………Witness Name

…………………………………………….………………………………Witness Address

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**Signed for and on behalf of**

***[Note:*** *Insert the full name of the Partner. This should be the same as above.****]*** …………………………………….

Authorised Signatory

by (Insert name)

on (Date of signing)

at (Place of signing)

In the presence of this witness:

…………………………………………..…………………………………Witness Sign

…………………………………………………..…………………………Witness Name

…………………………………………………………..…………………Witness Address

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**PROCESSING CONDITIONS**

1. **General compliance obligations**
   1. This Agreement sets out the framework for the provision of Personal Data between the parties as Controllers. It sets out the principles and procedures that the parties shall adhere to and the responsibilities the parties owe to each other.
   2. The parties are Controllers in common in connection with Personal Data provided under this Agreement, and are not joint Controllers.
   3. Each party shall comply with all the obligations imposed on a Controller under the Data Protection Laws. The Partner acknowledges that certain Data Protection Laws may apply to the Partner regardless of the location of the Partner.
2. **Purposes and the types of Personal Data provided under this Agreement**
   1. The parties consider that the provision of Personal Data is necessary for the Purposes.
   2. The Personal Data provided by (or on behalf of) the Discloser must not be irrelevant or excessive with regard to the Purposes. The Personal Data provided under this Agreement must be limited to the Personal Data outlined in the Processing Details.
   3. The Recipient shall not Process such received Personal Data in a way that is incompatible with the Purposes.
   4. The types of Personal Data which may be provided by (or on behalf of) the relevant Discloser and the relevant categories of Data Subjects to whom such Personal Data relates are outlined in the Processing Details.
   5. The Discloser shall ensure that the Personal Data provided by it is accurate and up-to-date at the time of providing such Personal Data. Where either party becomes aware that the Personal Data provided under this Agreement is no longer accurate or up-to-date, it shall promptly inform the other party of such inaccuracy and provide the relevant accurate or updated Personal Data to such other party.
3. **Privacy notices and legal grounds for Processing**
   1. Each party shall ensure that it Processes the Personal Data provided (or to be provided) under this Agreement fairly and lawfully in accordance with clause 3.2.
   2. Each party shall ensure that it Processes Personal Data provided (or to be provided) under this Agreement on the basis of one or more of the legal grounds outlined in the Processing Details.
   3. The Discloser shall, in respect of the Personal Data provided (or to be provided) to the Recipient, ensure that it provides clear and sufficient information to the Data Subjects, in accordance with the Data Protection Laws, of the purposes for which it will Process their Personal Data, the legal basis for such purposes and such other information as is required by Data Protection Laws including:
      1. if Personal Data will be transferred by the Discloser to a third party (including the Recipient), that fact and sufficient information about such transfer and the purpose of such transfer to enable the Data Subject to understand the purpose and risks of such transfer; and
      2. if Personal Data will be transferred outside the UK pursuant to clause 12.4 (*Transfers of Personal Data*) of this Agreement, that fact and sufficient information about such transfer, the purpose of such transfer and the safeguards put in place to enable the Data Subject to understand the purpose and risks of such transfer.
   4. In accordance with the Data Protection Laws, the Recipient shall inform the Data Subjects whose Personal Data it Processes in connection with this Agreement of the nature and extent of Processing, the purposes of Processing, the legal basis for Processing and such other information as is required by Data Protection Laws including:
      1. if Personal Data will be transferred by the Recipient to a third party, that fact and sufficient information about such transfer and the purpose of such transfer to enable the Data Subject to understand the purpose and risks of such transfer; and
      2. if Personal Data will be transferred outside the UK pursuant to clause 12.3 (*Transfers of Personal Data*) of this Agreement, that fact and sufficient information about such transfer, the purpose of such transfer and the safeguards put in place to enable the Data Subject to understand the purpose and risks of such transfer.
   5. The Discloser warrants that it is entitled to provide the Personal Data provided by it under this Agreement to the Recipient and that it will ensure that the Personal Data provided by it are accurate at the time of provision.
4. **Security and training**
   1. The Recipient shall comply with the access and Processing restrictions outlined in the Processing Details in respect of Personal Data received by it from the Discloser.
   2. Each party shall have in place appropriate technical and organisational security measures to:
      1. prevent:
5. unauthorised or unlawful Processing of the Personal Data provided under this Agreement; and
6. the accidental loss or destruction of, or damage to, the Personal Data provided under this Agreement; and
   * 1. ensure a level of security appropriate to:
7. the harm that might result from such unauthorised or unlawful Processing or accidental loss, destruction or damage; and
8. the nature of the Personal Data to be protected

and without prejudice to the generality of the foregoing, each party shall comply with the specific Security Requirements outlined in the Processing Details.

* 1. Each party shall ensure that its staff members are appropriately trained to handle and Process the Personal Data provided (or to be provided) under this Agreement in accordance with the required technical and organisational security measures together with applicable Data Protection Laws.

1. **Rights of Data Subjects** 
   1. Each party shall comply with its obligations to respond to Data Subject access requests and to give effect to other rights of Data Subjects in accordance with Data Protection Laws.
   2. Each party shall provide such assistance to the other party as is reasonably required to enable the other party to comply with requests from Data Subjects to exercise their rights under Data Protection Laws.
   3. Each party is responsible for maintaining a record in accordance with Data Protection Laws of individual requests from Data Subjects, including the decisions made and any information that was provided.
2. **Personal Data Breaches**
   1. Each party shall:
      1. comply with its obligation under Data Protection Laws to report a Personal Data Breach to the appropriate Supervisory Authority and (where applicable) Data Subjects and shall promptly (and in any case not later than 24 hours after becoming aware of the Personal Data Breach) inform the other party of any Personal Data Breach in connection with Personal Data relating to this Agreement irrespective of whether there is a requirement to notify any Supervisory Authority or Data Subject(s);
      2. provide reasonable assistance as is necessary to the other party to facilitate the handling of any Personal Data Breach in an expeditious and compliant manner; and
      3. take reasonable and prompt steps to mitigate the impact of its Personal Data Breach.
3. **Dealing with Supervisory Authorities** 
   1. Each party shall promptly notify the other of any dispute, claim or query brought by any Supervisory Authority or Data Subject concerning the Processing of Personal Data provided under this Agreement.
   2. Each party agrees to co-operate and provide reasonable assistance and information to the other party in dealing with any dispute, claim or query brought by any Supervisory Authority or Data Subject in connection with this Agreement, with a view to settling them amicably and in a timely fashion.
   3. The parties agree to respond to any generally available non-binding mediation procedure initiated by a Data Subject or by a Supervisory Authority. If they do participate in the proceedings, the parties may elect to do so remotely (such as by telephone or other electronic means). The parties also agree to consider participating in any other arbitration, mediation or other dispute resolution proceedings developed for data protection disputes.
4. **Data Protection Impact Assessment**
   1. Each Party shall be responsible for adopting and maintaining a data protection impact assessment relevant to its Processing activities in accordance with Data Protection Laws.
   2. Each party agrees to provide the other party reasonable assistance on request from, and at the expense of, the other party in connection with preparation and updating of the other party’s data protection impact assessment.
5. **Retention and deletion of Personal Data**
   1. The Recipient shall not retain or otherwise Process the Personal Data provided by (or on behalf of) the Discloser for longer than is necessary to carry out the Purposes.
   2. The Recipient shall ensure that Personal Data provided by (or on behalf of) the Discloser are either returned to the Discloser or securely deleted or destroyed in accordance with Data Protection Laws, as the Discloser may instruct, in the following circumstances:
      1. on termination or expiry of this Agreement (unless there is an obligation to Process such Personal Data under applicable laws); and
      2. once Processing of the Personal Data is no longer necessary for the Purposes.
   3. Following the deletion or destruction of Personal Data by the Recipient in accordance with clause 9.2, the Recipient shall notify the Discloser that the relevant Personal Data in question has been deleted/destroyed in accordance with to this Agreement.
6. **Term and termination of this Agreement**
   1. This Agreement will be deemed to come into effect on and from the Sharing Start Date mentioned in the Processing Details (regardless of the date(s) of signing of this Agreement) and will remain in full force and effect for so long as at least one party retains any of the shared Personal Data in its possession of control, unless terminated earlier in accordance with its terms.
   2. Each party may terminate this Agreement immediately by giving the other party written notice to that effect in the following circumstances:
      1. the other party has breached Data Protection Laws in connection with this Agreement and/or the Personal Data provided by (or on behalf of) the terminating party and such breach is either not capable of remedy or is not remedied within 10 days of written notice from the terminating party requesting the same to be remedied;
      2. the terminating party considers that the other party is not Processing the Personal Data provided by (or on behalf of) such terminating party in accordance with this Agreement; or
      3. the other party acts in any manner which brings or is likely to bring the terminating party into disrepute or is materially adverse to the interests of the terminating party.
   3. Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination of this Agreement will remain in full force and effect. This includes clause 13 *(Liability and indemnity).*
   4. The Termination or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry.
7. **Review of Agreement**
   1. The parties shall review the effectiveness of this Agreement at such times as indicated in the Processing Details, having consideration to the Purposes. The Parties shall continue, amend or terminate this Agreement depending on the outcome of such review. Such review will include:
      1. assessing whether the purposes for which the Personal Data is being Processed are still the Purposes listed in the Processing Details;
      2. assessing whether the Personal Data provided by one or both of the parties is still as outlined in the Processing Details;
      3. assessing whether the legal framework governing data quality, retention, and Data Subjects' rights are being complied with; and
      4. assessing whether Personal Data Breaches involving the Personal Data provided under this Agreement have been handled in accordance with this Agreement and the applicable legal framework.
   2. If during the term of this Agreement the Data Protection Laws change in a way that this Agreement is no longer adequate for the purpose of governing lawful data provision between the parties, the parties will negotiate in good faith amendments to this Agreement in the light of the new legislation.
8. **Transfers of Personal Data**
   1. For the purposes of this clause, transfers of Personal Data shall mean any sharing of Personal Data with another party, and shall include, but is not limited to, the following:
      1. subcontracting the Processing of Personal Data; or
      2. granting another Controller access to the Personal Data.
   2. The Recipient shall comply with the requirements of Data Protection Laws if it appoints a third party Processor to Process the Personal Data received from the Discloser.
   3. The Recipient must not transfer any Personal Data provided by (or on behalf of) the Discloser outside the UK unless the Recipient:

* + 1. complies with the provisions of Data Protection Laws in connection with such transfer; and
    2. ensures that (i) the transfer is to a territory which is subject to adequacy regulations under the Data Protection Laws that the territory provides adequate protection for the privacy rights of individuals; or (ii) participates in a valid cross-border transfer mechanism under the Data Protection Laws, so that the Recipient can ensure that appropriate safeguards are in place to ensure an adequate level of protection with respect to the privacy rights of individuals as required by Article 46 (Transfers subject to appropriate safeguards) of the UK GDPR; or (iii) one of the derogations for specific situations in Article 49 of the UK GDPR applies to the transfer.
  1. If any Personal Data transfer between the parties requires execution of SCC in order to comply with Data Protection Laws (where the Discloser is the entity exporting Personal Data to the Recipient outside the UK), the parties will complete all relevant details in, and execute the relevant SCC and take all other actions required to legitimise the transfer.

1. **Liability and indemnity**
   1. The Partner shall indemnify and keep UoD indemnified in full and on demand in respect of any direct losses, claims, costs, expenses, proceedings and damages incurred by UoD arising out of or in connection with the negligence, bad faith, and/or wilful misconduct of the Partner in relation to this Data Processing Agreement or Data Protection Laws.
   2. Nothing in this Agreement will:
      1. limit or exclude any liability for death or personal injury resulting from negligence; or
      2. limit or exclude any liability for fraud or fraudulent misrepresentation; or
      3. limit any liabilities in any way that is not permitted under applicable law; or
      4. exclude any liabilities that may not be excluded under applicable law.
   3. Subject to clauses 13.1 and 13.3, neither party shall in any circumstances be liable whether in contract, delict (including for negligence and breach of statutory duty howsoever arising) or otherwise, for:
      1. any loss of profits, business, business opportunities, contracts, revenue, turnover, reputation or goodwill;
      2. loss of anticipated savings or wasted expenditure (including management time); or
      3. any special, remote, indirect or consequential loss or damage.
   4. Except as expressly stated in this Agreement, all warranties, conditions and terms, whether express or implied by statute, common law or otherwise are hereby excluded to the fullest extent permitted by law.
2. **Notices**
   1. Any notice given under this Agreement will be served personally, by first class post or (domestic / international) courier to the address of the relevant party’s contacts outlined in the Processing Details (including both UoD Contacts). Any notice so given will be deemed to have been duly served if:
      1. personally delivered, on the day of delivery; or
      2. sent by post or courier within the United Kingdom, forty-eight (48) hours after posting; or
      3. sent by international courier, 7 days after posting.
   2. Any notice given under or in connection with this Agreement shall be in the English language.
   3. This clause 14 does not apply to the service of any proceedings or other documents in any legal action or other method of dispute resolution.
3. **Language**
   1. This Agreement is drafted in the English language. If it is translated into any other language, the English language version shall prevail.
   2. All other documents provided under or in connection with this Agreement shall be in the English language, or accompanied by a certified English translation. If such document is translated into any other language, the English language version shall prevail.
4. **General**
   1. The definitions in Schedule Part 1 to these Processing Conditions shall apply to this Agreement.
   2. The following rules of interpretation shall apply to this Agreement:
      1. any reference to a clause or Schedule Part is to the relevant clause or Schedule Part of or to this Agreement and any reference to a sub-clause or paragraph is to the relevant sub-clause or paragraph of the clause or Schedule Part in which it appears;
      2. the headings are included for convenience only and shall not affect the construction or interpretation of this Agreement;
      3. use of the singular includes the plural and vice versa and use of any gender includes the other genders;
      4. a reference to "persons" includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
      5. any reference to legislation or a legislative provision:

(i) is a reference to it as amended, extended or re-enacted from time to time; and

(ii) shall include all subordinate legislation made from time to time under that legislation or legislative provision;

* + 1. any reference to a Scottish legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept or thing shall, in respect of any jurisdiction other than Scotland, be deemed to include a reference to what most nearly approximates in that jurisdiction to the Scottish legal term;
    2. any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
    3. references to any act or omission or breach or non-compliance by or on the part of either party shall be deemed to include a reference to any act, omission, breach or non-compliance by any contractor, Processor, personnel or other representative of the relevant party.
  1. In the case of conflict or ambiguity between:
     1. any provision contained in these Processing Conditions and any provision contained in the Processing Details, the provisions in the Processing Details will prevail; and
     2. any of the provisions of this Agreement and any executed and applicable SCC, the provisions of the SCC will prevail.
  2. Each party shall perform its obligations under this Agreement at its own cost.
  3. This Agreement constitutes the entire understanding between the parties in relation to its subject matter and supersedes any prior arrangements, understandings, promises or agreements made or existing between the parties regarding its subject matter.
  4. No party shall be entitled to assign, novate, transfer, sub-license or sub-contract any of its rights or obligations under this Agreement without the prior written consent of the other party.
  5. No amendment of any term of this Agreement shall be effective unless it is in writing and signed by or on behalf of each party.
  6. No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
  7. Nothing in this Agreement shall be construed as establishing or implying any partnership or joint venture between the parties and nothing in this Agreement shall be deemed to constitute one party as an agent of another party or authorise a party to bind another party.
  8. A person who is not a party to this Agreement shall have no right to enforce any of its provisions which, expressly or by implication, confer a benefit on him and this Agreement does not give rise to any rights under the Contract (Third Party Rights) (Scotland) Act 2017 to enforce any term of this Agreement (but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to the Contract (Third Party Rights) (Scotland) Act 2017).
  9. Neither party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations, provided it gives prompt notice to the other party of the event.
  10. If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.
  11. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.
  12. This Agreement shall be interpreted and applied in accordance with the laws of Scotland and the parties hereby submit to the exclusive jurisdiction of the Scottish courts.

**This is the Schedule referred to in the foregoing Processing Conditions between University of Dundee and the Partner named in the Processing Details.**

**SCHEDULE**

**PART 1**

**DEFINITIONS**

|  |  |
| --- | --- |
| “**Agreement**” | this Controller-to-Controller data processing agreement between UoD and the Partner consisting of the Processing Details, the Processing Conditions and this Schedule; |
| “**Controller**” | has the meaning given in the Data Protection Laws; |
| “**Data Processing Details**” | means the data processing details annexed to and forming part of this Agreement; |
| “**Data Protection Laws**” | means any law, statute, subordinate legislation regulation, order, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body which relates to the protection of individuals with regard to the processing of personal data, electronic communications and privacy to which a party is subject including the Data Protection Act 2018 and any statutory modification or re-enactment thereof and the UK GDPR; |
| “**Data Subject**” | has the meaning given in the Data Protection Laws; |
| **“Data Subject Access Request”** | a request (or purported request) under Article 15 of the UK GDPR; |
| **“Discloser”** | means a party providing Personal Data under this Agreement (which may be one or both of the parties); |
| “**parties**” | UoD and the Partner, and the word “party” shall be construed accordingly; |
| “**Personal Data**” | has the meaning given in the Data Protection Laws; |
| “**Personal Data Breach**” | has the meaning given in the Data Protection Laws; |
| “**Processing**” | has the meaning given in the Data Protection Laws (and cognate expressions shall be interpreted accordingly); |
| “**Processor**” | has the meaning given in the Data Protection Laws; |
| **“Purposes”** | means the purposes specified in the Processing Details; |
| **“Recipient”** | means a party receiving Personal Data under this Agreement (which may be one or both of the parties); |
| “**Schedule**” | means this Schedule annexed to the Processing Conditions and forming part of this Agreement; |
| **“Sharing Start Date”** | means the sharing start date set out in the Processing Details; |
| **“Security Requirements”** | means the security requirements outlined in the Processing Details; |
| “**Standard Contractual Clauses**” or “**SCC**” | the UK Information Commissioner’s Standard Contractual Clauses for the transfer of Personal Data from the UK to controllers established in third countries (controller-to-controller transfers), as set out in Schedule 2 (if required) (as may be amended from time to time); |
| “**Supervisory Authority**” | means the UK Information Commissioner’s Office and any other supervisory authority within the meaning of the Data Protection Laws; and |
| “**UK GDPR**” | means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (as transposed into UK legislation). |

**SCHEDULE**

**PART 2**

**[Insert the Standard Contract Clauses if required]**