

General Data Protection Regulation (GDPR) Data Protection Addendum

This addendum is made a part of and incorporated fully by reference into the agreement between Austin Peay State University (APSU) as a controller of data (“University”) and Contractor as a processor of data related to the services described in the Agreement. This addendum applies only to data subjects who reside in the European Economic Area and only to those data subjects’ personal data and is enforceable only to the extent allowed by applicable law.

For the purposes of this addendum, all terms shall be interpreted consistent with the General Data Protection Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 (“GDPR”) definitions and requirements.

1. Contractor will process personal data on behalf of University for the term of the Agreement.
2. The nature and purpose of the processing is that which is described in the Agreement.
3. This addendum applies to the types of personal data and relates to the categories of data subjects as identified in the Agreement.
4. **Obligations and Rights of University:**
 - a. University will request personal data for a lawful basis consistent with GDPR Article 6.
 - b. Taking into account the nature, scope, context and purposes of processing as well as the risks of varying likelihood and severity for the rights and freedoms of natural persons, University shall implement appropriate technical and organizational measures to ensure and to be able to demonstrate that processing is performed in accordance with the GDPR.
 - c. University will review and update its technical and organizational measures as necessary.
 - d. Where proportionate in relation to processing activities, the measures referred to in this provision shall include the implementation of appropriate data protection policies by University.
5. **Assurances by Contractor:**
 - a. Contractor warrants it has sufficient ability and capability to implement appropriate technical and organizational measures in such a manner that processing will meet the requirements of the GDPR and ensure the protection of the rights of the data subject.
 - b. Contractor shall not engage another processor without prior specific or general written authorization of University. In the case of general written authorization, Contractor shall inform University of any intended changes concerning the addition or replacement of other processors, thereby giving University the opportunity to object to such changes.
6. Contractor will process the personal data only on documented instructions from University, including with regard to transfers of personal data to a third country or an international organization, unless required to do so by a law to which the Contractor is subject; in such a case, Contractor shall inform University of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest.
7. Contractor will ensure that persons authorized to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.
8. Contractor will take all measures required pursuant to GDPR Article 32.
9. Taking into account the nature of the processing, Contractor will assist University by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of University’s obligation to respond to requests for exercising the data subject’s rights laid down in GDPR Chapter III.

10. Contractor will assist University in ensuring compliance with the obligations pursuant to GDPR Articles 32 to 36, taking into account the nature of processing and the information available to the Contractor.
11. At the choice of University, delete or return all the personal data to University after the end of the provision of services relating to processing, and deletes existing copies unless applicable law requires storage of the personal data.
12. Contractor will make available to University all information necessary to demonstrate compliance with the obligations laid down in this addendum and allow for and contribute to audits, including inspections, conducted by University or another auditor mandated by University. With regard to this provision, Contractor shall immediately inform University if, in its opinion, an instruction infringes the GDPR or other data protection provisions.
13. If Contractor engages another processor for carrying out specific processing activities on behalf of University, the same data protection obligations as set out in the Agreement and this addendum shall be imposed on that other processor by way of a contract and shall provide sufficient guarantees to implement appropriate technical and organizational measures in such a manner that the processing will meet the requirements of the GDPR. Where that other processor fails to fulfil its data protection obligations, Contractor shall remain fully liable to University for the performance of that other processor's obligations.
14. Nothing in this addendum relieves Contractor of its own direct responsibilities and liabilities under the GDPR.