## AGREEMENT ON THE SHARING OF

## PSEUDONYMIZED PERSONAL DATA

**(for academic research)**

This agreement (hereinafter referred to as “Agreement”) is made and entered by and between:

University Medical Center Groningen, organized and duly existing under the laws of the Netherlands with its principal office at Hanzeplein 1, 9713 GZ Groningen, hereby lawfully represented by a member of the Board of Directors, hereinafter referred to as “**PROVIDER**”

and

The entity mentioned on the signature page, represented by the undersigned, hereinafter referred to as “**RECIPIENT**”.

PROVIDER and RECIPIENT hereinafter jointly referred to as “Parties” and individually as “Party”;

WHEREAS

1. PROVIDER has obtained generated DATA as further defined below;
2. RECIPIENT has requested PROVIDER to provide access to the DATA for use by RECIPIENT’S SCIENTIST for the purpose of its RECIPIENT’S RESEARCH PLAN;
3. The purpose and means of RECIPIENT’S RESEARCH PLAN have been determined by RECIPIENT;
4. PROVIDER is willing, subject to the terms and conditions of this Agreement, to provide RECIPIENT with access to the DATA.

**I Definitions**

1. DATA: the data that is further specified in Annex I to this Agreement, without directly identifying personal information. The DATA constitutes pseudonymized personal health data under the GDPR.
2. RECIPIENT’S RESEARCH PLAN: The research plan referred to in Annex II to this Agreement for which the DATA may be used, as specified in the Word file ‘DataAccessRequestForm\_Wijst2018-Oelen2022.docx’ that the RECIPIENT has sent to the PROVIDER.
3. EFFECTIVE DATE: The date of last signing of this Agreement.
4. INVENTION: any invention, discovery , improvement, material, signal, process, formula, know-how or other innovation related to or arising from the use of the DATA and/or CONFIDENTIAL INFORMATION , whether patentable or not and obtained as a result of the performance of RECIPIENT’S RESEARCH PLAN.
5. CONFIDENTIAL INFORMATION: All information, know-how, grant applications, method of work, techniques, expertise of PROVIDER regarding the DATA, its characteristics and PROVIDER’s research concerning the DATA, whether of a scientific, technical, engineering, operational, or economic nature, supplied to or obtained by RECIPIENT in written form, in the form of drawings or in the recording of oral conversation, or samples.
6. GDPR: the 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 (General Data Protection Regulation)
7. APPLICABLE DATA PROTECTION LAW*:* the GDPR and any additional locally applicable data protection legislation.
8. SUBJECT(S): shall mean the patient or other person from whom the DATA was obtained.
9. SCC: means the Standard Contractual Clauses and their annexes as attached in Annex III of this Agreement, and only applicable when data importer is based outside the EU.

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**II. Terms and Conditions of this Agreement:**

1. The DATA and any other information is made available as a service to the research community and no ownership rights in the DATA and any other information shall be obtained by RECIPIENT under this Agreement.
2. Access to the DATA shall be provided in a sufficiently secure manner and Parties shall handle all DATA in accordance with the APPLICABLE DATA PROTECTION LAW and shall keep such DATA confidential without any of the exclusions contained in Article 11 below.
3. With respect to the DATA, RECIPIENT shall be considered to be a separate data controller under the APPLICABLE DATA PROTECTION LAW for the processing of the DATA.
4. RECIPIENT shall implement appropriate technical and organizational measures to meet the requirements for data controllers.
5. If RECIPIENT becomes aware of a personal data breach, RECIPIENT shall promptly notify PROVIDER. In such a case Parties will fully cooperate with each other to remedy the personal data breach, fulfill the statutory notification obligations timely and cure any damages. The term ‘personal data breach’ refers to articles 33 and 34 of GDPR.
6. In the event that SUBJECT withdraws his/her permission for the use thereof, PROVIDER shall supply RECIPIENT with sufficient information and RECIPIENT shall immediately cease all use of the relevant DATA and shall delete all copies of the relevant DATA. Upon request from PROVIDER, RECIPIENT shall confirm in writing the complete deletion of such DATA.
7. PROVIDER shall be data controller of the DATA under the GDPR up until the moment the access to the DATA is provided to RECIPIENT.
8. *When data importer is based outside the EU* - With regards to Data processing and protection, the parties have agreed to incorporate the SCC in this Agreement, in their entirety and without modification, as provided for in Annex III.
9. RECIPIENT shall not carry out any procedures with the DATA, such as linking, comparison, processing, with which the identity of the Subject could be derived. The RECIPIENT and the RECIPIENT SCIENTIST agree that the DATA: (a) is to be used only for the academic purposes as described in RECIPIENT’S RESEARCH PLAN; (b) will not be used for other, including commercial purposes. Furthermore, in carrying out the RECIPIENT’S RESEARCH PLAN, RECIPIENT shall not allow third parties that are not expressly mentioned in the Annexes to access or otherwise process the DATA without prior written approval of PROVIDER. However, as an exception to the foregoing, such prior approval shall not be required for service providers in the context of the standard business operations of RECIPIENT, such as parties who supply ICT infrastructure maintenance. RECIPIENT will safeguard that any data processors who have access to the DATA are instructed by a binding agreement to process the personal data in accordance with the requirements stated in the GDPR.
10. Upon request, RECIPIENT’S SCIENTIST shall keep PROVIDER’S SCIENTIST informed of the results arising from RECIPIENT’S RESEARCH PLAN.
11. RECIPIENT will report any INVENTIONS to PROVIDER and PROVIDER’S SCIENTIST. RECIPIENT shall promptly provide PROVIDER with a detailed written description of the INVENTION and indicate the role, if any, of any of RECIPIENT’s employees in creating the INVENTION. Ownership of INVENTIONS will follow inventorship. Where ownership of any INVENTIONS vests in RECIPIENT, PROVIDER shall have a perpetual nonexclusive royalty free license to use such inventions for its internal research and teaching purposes. In the event the INVENTION is a joint INVENTION, both Parties shall make appropriate mutual arrangements concerning the protection and exploitation of such joint INVENTION. Until such agreement is effective, each Party shall be entitled to use the joint INVENTION for research purposes, but neither Party shall be entitled to exploit, disclose, license or transfer its rights in connection with the joint INVENTION.
12. Except as provided in this Agreement, no express or implied licenses or other rights are provided to the RECIPIENT under any Intellectual Property (IP) rights of PROVIDER.
13. The DATA will be provided at no cost or with an optional transmittal fee solely to reimburse PROVIDER for the collection and/or preparation of the DATA.
14. DATA will be provided to the RECIPIENT by PROVIDER’s SCIENTIST in a sufficiently secure manner and in a format to be agreed upon by the RECIPIENT SCIENTIST and the PROVIDER’s SCIENTIST.
15. PROVIDER warrants a) that it has verified that there is an appropriate legal ground for the provision of the DATA to RECIPIENT in accordance with the GDPR (such as Article 6 and/or 5.1 sub b GDPR) b) that there is a valid exception to the prohibition for processing personal health data (Article 9 GDPR) and c) that it shall be provided under approval from the relevant ethics committee to the extent required. Apart from this, it is expressly understood that PROVIDER does not make any warranties regarding the DATA and specifically does not warrant or guarantee that the DATA will be accurate, be merchantable or useful for any particular purpose. PROVIDER cannot and shall not be held liable for any claims or damages by RECIPIENT or any third party, in connection with or as a result of the use of DATA by RECIPIENT. Unless and to the extent caused by PROVIDER’s gross negligence or willful misconduct, RECIPIENT undertakes to hold harmless PROVIDER at all times against all of such damages or claims.

In regards to the DATA and personal data breaches, RECIPIENT shall be responsible and liable for any damages, losses and fines resulting from its own actions or failures to adhere to the terms of this Agreement and APPLICABLE DATA PROTECTION LAW and RECIPIENT shall indemnify and hold harmless PROVIDER for any of such damages. For the purposes of this sub clause, actions or omissions of data processors contracted by RECIPIENT, shall be attributed to RECIPIENT.

1. RECIPIENT agrees in its use of the DATA to comply with all applicable international and national laws, statutes, regulations and guidelines.
2. RECIPIENT shall treat all CONFIDENTIAL INFORMATION as confidential for the duration of this Agreement including any extension thereof and thereafter for a period of five (5) years following termination or expiry of this Agreement. Excluded from this obligation of confidentiality shall be any CONFIDENTIAL INFORMATION of which the RECIPIENT can reasonably demonstrate that it (a) was previously known to RECIPIENT, or (b) is, and/or becomes, publicly available during said five (5) year period through no fault of RECIPIENT, or (c) is independently and lawfully developed by the RECIPIENT, or (d) was published or otherwise disseminated in accordance with the publication procedure set out below in article 12. However, the foregoing exceptions shall not apply to: (a) CONFIDENTIAL INFORMATION contained within more general information that may fall within one or more of the exceptions, or (b) any combination of features or items of CONFIDENTIAL INFORMATION where one or more of the relevant individual features or items (but not the combination itself) may fall within one or more of the exceptions. The obligation of confidentiality shall not apply to any disclosure required by law, provided that RECIPIENT shall notify PROVIDER of any disclosure required by law in sufficient time so that PROVIDER may contest such requirement, if PROVIDER so chooses.
3. Parties acknowledge the importance of disseminating the results of the RECIPIENT’S RESEARCH PROJECT. Therefore, RECIPIENT shall endeavor to publish or otherwise publicly disclose information, any data, results or information generated using the DATA (“Disclosure(s)”), after review by PROVIDER. The following shall apply to Disclosures:
4. Authorship of any publications shall follow the principles set out in the ICMJE recommendations ‘Defining the Role of Authors and Contributors’ as can be found on <http://www.icmje.org/recommendations/browse/roles-and-responsibilities/defining-the-role-of-authors-and-contributors.html> .
5. At least thirty (30) days before RECIPIENT submits a paper or abstract for Disclosure, RECIPIENT shall provide such paper or abstract to PROVIDER, who will have thirty (30) days to review proposed manuscripts and fifteen (15) days to review proposed abstracts to assure that its CONFIDENTIAL INFORMATION is protected. It is agreed that RECIPIENT will fully comply with any reasonable written request by PROVIDER to omit specified CONFIDENTIAL INFORMATION of PROVIDER from such paper, abstract, press release or other disclosure prior to Disclosure.
6. In every Disclosure by RECIPIENT based upon results obtained from the research through the help of the received DATA provided by PROVIDER, RECIPIENT shall appropriately acknowledge PROVIDER and PROVIDER’S SCIENTIST as contributor of the DATA.
7. This Agreement will become effective on the EFFECTIVE DATE and will terminate 5 years after the EFFECTIVE DATE, unless mutually extended in writing by both Parties. Any clauses which will be expected or intended by its nature to survive the termination or the expiration of this Agreement, shall survive the termination or the expiration of this Agreement.

Upon expiration or termination of this Agreement, the right to use the DATA and CONFIDENTIAL INFORMATION will automatically end.

1. This Agreement will be construed, governed, interpreted and enforced according to the laws of the Netherlands. Parties will first strive to settle any disputes amicably before taking legal action. All disputes arising out of or in relation to this Agreement that cannot be settled amicably will be brought before the competent court in the Netherlands, in the district in which the Provider resides.
2. This Agreement will be binding upon and inure to the benefit of the respective successors and assignees of the Parties hereto. However, RECIPIENT may not assign this Agreement in whole or in part without the prior written consent of the PROVIDER.
3. This Agreement may only be altered or amended by an instrument in writing signed by all of the Parties.
4. If any portion of this Agreement is in violation of any applicable regulation, or is unenforceable or void for any reason whatsoever, such portion will be inoperative and the remainder of this Agreement will be binding upon the Parties.
5. Both Parties acknowledge that the signatories to this Agreement are authorized representatives of each of the Parties and legally authorized to sign this Agreement.
6. If the lawful performance of any part of this Agreement by a Party is rendered impossible by or as a result of any cause beyond such Party's reasonable control, such Party will not be considered in breach hereof as a result of failing so to perform.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement, in duplicate originals or as a signed PDF, as of the Effective Date.

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| For the **PROVIDER**  By:\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name:  Title  Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  **READ AND ACKNOWLEDGED:**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  PROVIDER’S SCIENTIST | For: (**RECIPIENT**)  With registered offices at:  By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name:  Title  Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  **READ AND ACKNOWLEDGED:**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  RECIPIENT’S SCIENTIST |
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***ANNEX I***

**Description of the DATA, methods of transfer and storage, allowed processors**

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| **Description of the data** | This Project includes single cell RNA-sequencing (scRNA-seq) data from ~1M PBMCs from 165 Lifelines DEEP participants from the general population of the northern part of the Netherlands (Tigchelaar, E. F. *et al*. Cohort profile: LifeLines DEEP, a prospective, general population cohort study in the northern Netherlands: study design and baseline characteristics. *BMJ Open* **5**, e006772-2014-006772 (2015)). The cohort comprised predominantly Dutch participants; 93.7% had both parents born in the Netherlands. The available data consists of 2 separate scRNA-seq datasets. The first dataset, containing 45 individuals (van der Wijst et al. Nature Genetics, 2018), consists of on average ~550 PBMCs of each individual. These were analyzed using scRNA-sequencing on a HiSeq4000, resulting in about 511 Gb of data (239 Gb BAM-files and 272 Gb fastq-files). An additional text file is included in which the Demuxlet method was used to couple each cell barcode to an individual/sample-id (using genotype data). The second dataset, containing 120 individuals (unpublished), consists of on average ~1170 PBMCs per condition per individual. This dataset contains 7 different conditions per person: unstimulated, 3h and 24h Candida Albicans, Pseudomonas Aeruginosa and Mycobacterium Tuberculosis stimulations of the PBMCs. These PBMCs were analyzed using scRNA-sequencing on a NovoSeq6000, resulting in about 13.2 TB of data (6.2 TB BAM-files and 7 TB fastq-files). An additional text file is included in which the Souporcell method (Heaton et al., Nature Methods 2020) was used to couple each cell barcode to an individual/sample-id (using genotype data).  A vcf-file containing previously generated (Tigchelaar E.F. et al. 2015) genotype data (HumanCytoSNP-12 BeadChip, Dolmans G.H., et al. 2011) imputed with the HRC-reference panel (McCarthy S. et al. 2016) is available for all 165 samples. Access to data is available by application to the LLDEEP DAG2+ Data Access Committee. Access to data will be granted to qualified investigators for appropriate use. |
| **Purpose of the transfer(s)** The transfer is made for the following purpose: | See Annex II – Word Form ‘DataAccessRequestForm\_Wijst2018-Oelen2022.docx’ |
| **Recipients**  The personal data transferred may be disclosed only to the following recipients or categories of recipients: | See Annex II – Word Form ‘DataAccessRequestForm\_Wijst2018-Oelen2022.docx’ |
| **Sensitive data** (if appropriate) the personal data transferred concern the following categories of sensitive data:  e.g.  •racial or ethnic origin,  •political opinions,  •religious or philosophical beliefs,  •trade union membership,  •genetic data, biometric data,  •health data,  •sex life and sexual orientation | Genetic data, biometric data |
| **Method of transfer**  The following method of transfer is used: | Access through EGA (raw data) or UMCG HPC. |
| Method of data storage and security measures (e.g. method of encoding) | The pseudoanonimized (meta)data has to be processed in a secure environment. Any pseudoanonimized (meta)data that has been made available through the UMCG HPC, should not be transferred to anywhere else. |
| **Contact points for data protection enquiries:** | |
| The data importer | The data exporter  University Medical Center Groningen  Attn. PWO, LB41  Hanzeplein 1, 9713 GZ Groningen, The Netherlands  E-mail: privacy@umcg.nl  Tel: +31(0)50-3616161. |

***ANNEX II***

Recipient’s research plan – as submitted through the Word Form: ‘DataAccessRequestForm\_Wijst2018-Oelen2022.docx’

***ANNEX III***

***SCC***

**Standard contractual clauses for the transfer of personal data from the Community to third countries (controller to controller transfers)**

between

the data exporter / Provider

and

the data importer / Recipient

each a “party”; together “the parties”.

**Definitions**

For the purposes of the clauses:

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| (a) | “personal data”, “special categories of data/sensitive data”, “process/processing”, “controller”, “processor”, “data subject” and “supervisory authority/authority” shall have the same meaning as in Directive 95/46/EC of 24 October 1995 (whereby “the authority” shall mean the competent data protection authority in the territory in which the data exporter is established); |

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| (b) | “the data exporter” shall mean the controller who transfers the personal data; |

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| (c) | “the data importer” shall mean the controller who agrees to receive from the data exporter personal data for further processing in accordance with the terms of these clauses and who is not subject to a third country’s system ensuring adequate protection; |

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| (d) | “clauses” shall mean these contractual clauses, which are a free-standing document that does not incorporate commercial business terms established by the parties under separate commercial arrangements. |

The details of the transfer (as well as the personal data covered) are specified in Annex II, which forms an integral part of the clauses.

**I. Obligations of the data exporter**

The data exporter warrants and undertakes that:

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| (a) | The personal data have been collected, processed and transferred in accordance with the laws applicable to the data exporter. |

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| (b) | It has used reasonable efforts to determine that the data importer is able to satisfy its legal obligations under these clauses. |

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| (c) | It will provide the data importer, when so requested, with copies of relevant data protection laws or references to them (where relevant, and not including legal advice) of the country in which the data exporter is established. |

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| (d) | It will respond to enquiries from data subjects and the authority concerning processing of the personal data by the data importer, unless the parties have agreed that the data importer will so respond, in which case the data exporter will still respond to the extent reasonably possible and with the information reasonably available to it if the data importer is unwilling or unable to respond. Responses will be made within a reasonable time. |

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| (e) | It will make available, upon request, a copy of the clauses to data subjects who are third party beneficiaries under clause III, unless the clauses contain confidential information, in which case it may remove such information. Where information is removed, the data exporter shall inform data subjects in writing of the reason for removal and of their right to draw the removal to the attention of the authority. However, the data exporter shall abide by a decision of the authority regarding access to the full text of the clauses by data subjects, as long as data subjects have agreed to respect the confidentiality of the confidential information removed. The data exporter shall also provide a copy of the clauses to the authority where required. |

**II. Obligations of the data importer**

The data importer warrants and undertakes that:

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| (a) | It will have in place appropriate technical and organisational measures to protect the personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, and which provide a level of security appropriate to the risk represented by the processing and the nature of the data to be protected. |

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| (b) | It will have in place procedures so that any third party it authorises to have access to the personal data, including processors, will respect and maintain the confidentiality and security of the personal data. Any person acting under the authority of the data importer, including a data processor, shall be obligated to process the personal data only on instructions from the data importer. This provision does not apply to persons authorised or required by law or regulation to have access to the personal data. |

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| (c) | It has no reason to believe, at the time of entering into these clauses, in the existence of any local laws that would have a substantial adverse effect on the guarantees provided for under these clauses, and it will inform the data exporter (which will pass such notification on to the authority where required) if it becomes aware of any such laws. |

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| (d) | It will process the personal data for purposes described in Annex II, and has the legal authority to give the warranties and fulfil the undertakings set out in these clauses. |

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| (e) | It will identify to the data exporter a contact point within its organisation authorised to respond to enquiries concerning processing of the personal data, and will cooperate in good faith with the data exporter, the data subject and the authority concerning all such enquiries within a reasonable time. In case of legal dissolution of the data exporter, or if the parties have so agreed, the data importer will assume responsibility for compliance with the provisions of clause I(e). |

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| (f) | At the request of the data exporter, it will provide the data exporter with evidence of financial resources sufficient to fulfil its responsibilities under clause III (which may include insurance coverage). |

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| (g) | Upon reasonable request of the data exporter, it will submit its data processing facilities, data files and documentation needed for processing to reviewing, auditing and/or certifying by the data exporter (or any independent or impartial inspection agents or auditors, selected by the data exporter and not reasonably objected to by the data importer) to ascertain compliance with the warranties and undertakings in these clauses, with reasonable notice and during regular business hours. The request will be subject to any necessary consent or approval from a regulatory or supervisory authority within the country of the data importer, which consent or approval the data importer will attempt to obtain in a timely fashion. |

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| (h) | It will process the personal data, at its option, in accordance with:   |  |  | | --- | --- | | (i) | the data protection laws of the country in which the data exporter is established, or |  |  |  | | --- | --- | | (ii) | the relevant provisions[(](https://eur-lex.europa.eu/legal-content/EN/TXT/HTML/?uri=CELEX:32004D0915&from=NL" \l "ntr1-L_2004385EN.01007702-E0001)[1](https://eur-lex.europa.eu/legal-content/EN/TXT/HTML/?uri=CELEX:32004D0915&from=NL" \l "ntr1-L_2004385EN.01007702-E0001)[)](https://eur-lex.europa.eu/legal-content/EN/TXT/HTML/?uri=CELEX:32004D0915&from=NL" \l "ntr1-L_2004385EN.01007702-E0001) of any Commission decision pursuant to Article 25(6) of Directive 95/46/EC, where the data importer complies with the relevant provisions of such an authorisation or decision and is based in a country to which such an authorisation or decision pertains, but is not covered by such authorisation or decision for the purposes of the transfer(s) of the personal data[(](https://eur-lex.europa.eu/legal-content/EN/TXT/HTML/?uri=CELEX:32004D0915&from=NL" \l "ntr2-L_2004385EN.01007702-E0002)[2](https://eur-lex.europa.eu/legal-content/EN/TXT/HTML/?uri=CELEX:32004D0915&from=NL" \l "ntr2-L_2004385EN.01007702-E0002)[)](https://eur-lex.europa.eu/legal-content/EN/TXT/HTML/?uri=CELEX:32004D0915&from=NL" \l "ntr2-L_2004385EN.01007702-E0002), or |  |  |  | | --- | --- | | (iii) | the data processing principles set forth in annex III-A.  The data importer to indicate which option it selects:  Initials of the data importer:\_; | |

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| (i) | It will not disclose or transfer the personal data to a third party data controller located outside the European Economic Area (EEA) unless it notifies the data exporter about the transfer and   |  |  | | --- | --- | | (i) | the third party data controller processes the personal data in accordance with a Commission decision finding that a third country provides adequate protection, or |  |  |  | | --- | --- | | (ii) | the third party data controller becomes a signatory to these clauses or another data transfer agreement approved by a competent authority in the EU, or |  |  |  | | --- | --- | | (iii) | data subjects have been given the opportunity to object, after having been informed of the purposes of the transfer, the categories of recipients and the fact that the countries to which data is exported may have different data protection standards, or |  |  |  | | --- | --- | | (iv) | with regard to onward transfers of sensitive data, data subjects have given their unambiguous consent to the onward transfer. | |

**III. Liability and third party rights**

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| (a) | Each party shall be liable to the other parties for damages it causes by any breach of these clauses. Liability as between the parties is limited to actual damage suffered. Punitive damages (i.e. Damages intended to punish a party for its outrageous conduct) are specifically excluded. Each party shall be liable to data subjects for damages it causes by any breach of third party rights under these clauses. This does not affect the liability of the data exporter under its data protection law. |

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| (b) | The parties agree that a data subject shall have the right to enforce as a third party beneficiary this clause and clauses I(b), I(d), I(e), II(a), II(c), II(d), II(e), II(h), II(i), III(a), V, VI(d) and VII against the data importer or the data exporter, for their respective breach of their contractual obligations, with regard to his personal data, and accept jurisdiction for this purpose in the data exporter’s country of establishment. In cases involving allegations of breach by the data importer, the data subject must first request the data exporter to take appropriate action to enforce his rights against the data importer; if the data exporter does not take such action within a reasonable period (which under normal circumstances would be one month), the data subject may then enforce his rights against the data importer directly. A data subject is entitled to proceed directly against a the data exporter that has failed to use reasonable efforts to determine that the data importer is able to satisfy its legal obligations under these clauses (the data exporter shall have the burden to prove that it took reasonable efforts). |

**IV. Law applicable to the clauses**

These clauses shall be governed by the law of the country in which the data exporter is established, with the exception of the laws and regulations relating to processing of the personal data by the data importer under clause II(h), which shall apply only if so selected by the data importer under that clause.

**V. Resolution of disputes with data subjects or the authority**

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| (a) | In the event of a dispute or claim brought by a data subject or the authority concerning the processing of the personal data against either or both of the parties, the parties will inform each other about any such disputes or claims, and will cooperate with a view to settling them amicably in a timely fashion. |

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| (b) | The parties agree to respond to any generally available non-binding mediation procedure initiated by a data subject or by the 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. |

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| (c) | Each party shall abide by a decision of a competent court of the data exporter’s country of establishment or of the authority which is final and against which no further appeal is possible. |

**VI. Termination**

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| (a) | In the event that the data importer is in breach of its obligations under these clauses, then the data exporter may temporarily suspend the transfer of personal data to the data importer until the breach is repaired or the contract is terminated. |

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| (b) | In the event that:   |  |  | | --- | --- | | (i) | the transfer of personal data to the data importer has been temporarily suspended by the data exporter for longer than one month pursuant to paragraph (a); |  |  |  | | --- | --- | | (ii) | compliance by the data importer with these clauses would put it in breach of its legal or regulatory obligations in the country of import; |  |  |  | | --- | --- | | (iii) | the data importer is in substantial or persistent breach of any warranties or undertakings given by it under these clauses; |  |  |  | | --- | --- | | (iv) | a final decision against which no further appeal is possible of a competent court of the data exporter’s country of establishment or of the authority rules that there has been a breach of the clauses by the data importer or the data exporter; or |  |  |  | | --- | --- | | (v) | a petition is presented for the administration or winding up of the data importer, whether in its personal or business capacity, which petition is not dismissed within the applicable period for such dismissal under applicable law; a winding up order is made; a receiver is appointed over any of its assets; a trustee in bankruptcy is appointed, if the data importer is an individual; a company voluntary arrangement is commenced by it; or any equivalent event in any jurisdiction occurs |   then the data exporter, without prejudice to any other rights which it may have against the data importer, shall be entitled to terminate these clauses, in which case the authority shall be informed where required. In cases covered by (i), (ii), or (iv) above the data importer may also terminate these clauses. |

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| (c) | Either party may terminate these clauses if (i) any Commission positive adequacy decision under Article 25(6) of Directive 95/46/EC (or any superseding text) is issued in relation to the country (or a sector thereof) to which the data is transferred and processed by the data importer, or (ii) Directive 95/46/EC (or any superseding text) becomes directly applicable in such country. |

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| (d) | The parties agree that the termination of these clauses at any time, in any circumstances and for whatever reason (except for termination under clause VI(c)) does not exempt them from the obligations and/or conditions under the clauses as regards the processing of the personal data transferred. |

**VII. Variation of these clauses**

The parties may not modify these clauses except to update any information in Annex II, in which case they will inform the authority where required. This does not preclude the parties from adding additional commercial clauses where required.

**VIII. Description of the Transfer**

The details of the transfer and of the personal data are specified in Annex II. The parties agree that Annex II may contain confidential business information which they will not disclose to third parties, except as required by law or in response to a competent regulatory or government agency, or as required under clause I(e). The parties may execute additional annexes to cover additional transfers, which will be submitted to the authority where required. Annex II may, in the alternative, be drafted to cover multiple transfers.

**ANNEX III-A**

**Data PROCESSING PRINCIPLES**

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| 1. | Purpose limitation: Personal data may be processed and subsequently used or further communicated only for purposes described in Annex II (The Word Form that was submitted as part of this data access request) or subsequently authorised by the data subject. |

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| 2. | Data quality and proportionality: Personal data must be accurate and, where necessary, kept up to date. The personal data must be adequate, relevant and not excessive in relation to the purposes for which they are transferred and further processed. |
| 3. | Transparency: Data subjects must be provided with information necessary to ensure fair processing (such as information about the purposes of processing and about the transfer), unless such information has already been given by the data exporter. |
| 4. | Security and confidentiality: Technical and organisational security measures must be taken by the data controller that are appropriate to the risks, such as against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, presented by the processing. Any person acting under the authority of the data controller, including a processor, must not process the data except on instructions from the data controller. |
| 5. | Rights of access, rectification, deletion and objection: As provided in Article 12 of Directive 95/46/EC, data subjects must, whether directly or via a third party, be provided with the personal information about them that an organisation holds, except for requests which are manifestly abusive, based on unreasonable intervals or their number or repetitive or systematic nature, or for which access need not be granted under the law of the country of the data exporter. Provided that the authority has given its prior approval, access need also not be granted when doing so would be likely to seriously harm the interests of the data importer or other organisations dealing with the data importer and such interests are not overridden by the interests for fundamental rights and freedoms of the data subject. The sources of the personal data need not be identified when this is not possible by reasonable efforts, or where the rights of persons other than the individual would be violated. Data subjects must be able to have the personal information about them rectified, amended, or deleted where it is inaccurate or processed against these principles. If there are compelling grounds to doubt the legitimacy of the request, the organisation may require further justifications before proceeding to rectification, amendment or deletion. Notification of any rectification, amendment or deletion to third parties to whom the data have been disclosed need not be made when this involves a disproportionate effort. A data subject must also be able to object to the processing of the personal data relating to him if there are compelling legitimate grounds relating to his particular situation. The burden of proof for any refusal rests on the data importer, and the data subject may always challenge a refusal before the authority. |
| 6. | Sensitive data: The data importer shall take such additional measures (e.g. relating to security) as are necessary to protect such sensitive data in accordance with its obligations under clause II. |
| 7. | Data used for non-commercial / academic marketing purposes: Where data are processed for the purposes of non-commercial / academic direct marketing, effective procedures should exist allowing the data subject at any time to “opt-out” from having his data used for such purposes. |
| 8. | Automated decisions: For purposes hereof “automated decision” shall mean a decision by the data exporter or the data importer which produces legal effects concerning a data subject or significantly affects a data subject and which is based solely on automated processing of personal data intended to evaluate certain personal aspects relating to him, such as his performance at work, creditworthiness, reliability, conduct, etc. The data importer shall not make any automated decisions concerning data subjects, except when:   |  |  |  |  |  |  | | --- | --- | --- | --- | --- | --- | | (a) | |  |  | | --- | --- | | (i) | such decisions are made by the data importer in entering into or performing a contract with the data subject, and | | (ii) | (the data subject is given an opportunity to discuss the results of a relevant automated decision with a representative of the parties making such decision or otherwise to make representations to that parties. | |   or   |  |  | | --- | --- | | (b) | where otherwise provided by the law of the data exporter. | |