

GDPR DATA PROCESSING ADDENDUM

This Data Processing Addendum (the “**Addendum**”) dated the last date of signature (the “**Addendum Effective Date**”) below modifies and forms part of the following agreement(s) (the “**Agreement**”) relating to the provision of certain products and/or services (the “**Services**”) by Digital Science & Research Solutions Inc. (“**Digital Science**”) to Masaryk University:

Agreement title	Agreement date
Explorer for Institutions Order Form	Date of Last Signature Below
Digital Science Master Order Form	Date of Last Signature Below

Capitalized terms used herein and not otherwise defined shall have the respective meanings given in the Agreement.

1 Additional Definitions

“**Data Protection Laws**” means General Data Protection Regulation (EU) 2016/679, together with applicable local data protection or privacy legislation related to the same such as the Data Protection Act 2018.

“**Personal Information**” means information about living individuals that is subject to the Data Protection Laws to the extent such information is processed under the Agreement in a way which is also subject to those laws.

“**Process/Processing**”, “**Data Controller**”, “**Data Processor**”, “**Data Subject**”, “**Personal Data Breach**” and “**Supervisory Authority**” shall have the same meaning as in the Data Protection Laws.

“**Standard Contractual Clauses**” means the standard contractual clauses for the transfer of personal data to processors established in third countries under Directive 95/46/EC approved by the European Commission Decision of 5 February 2010, as may be updated or superseded, incorporating Annex 2.

2 Status and Scope of Addendum

- 2.1 This Addendum will take effect on the Addendum Effective Date.
- 2.2 The terms of this Addendum apply only to the extent that Digital Science Processes Personal Information on behalf of Customer under the Agreement and shall replace any existing personal data protection provisions in the Agreement governing such activities.
- 2.3 The subject matter and details of Processing envisaged by this Addendum are set out in Annex 1 to this Addendum.

3 Data Processing Terms

- 3.1 Each party shall comply with their respective obligations under the Data Protection Laws.
- 3.2 To the extent Digital Science Processes Personal Information on behalf of Customer under the Agreement (which shall be expected to include all Processing by Digital Science, as required to provide the Services to Customer, of the Personal Information provided by Customer under the Agreement), the parties agree that Customer shall be the Data Controller and Digital Science shall be the Data Processor, and Digital Science shall:
 - a) only Process the Personal Information: (i) to perform its obligations under the Agreement and to meet Customer's other documented and reasonable instructions; and (ii) to comply with any applicable law to which Digital Science is subject, in which case Digital Science shall (if legally permissible) inform Customer of that legal requirement before such Processing;
 - b) inform Customer if it receives an instruction that, in Digital Science's opinion, conflicts with Data Protection Laws, provided Digital Science shall have no liability whatsoever arising from any failure to notify Customer of such conflict or reliance placed on any notice given;

- c) implement appropriate technical and organisational measures in relation to its Processing of the Personal Information to ensure a level of security appropriate to the risks presented by the Processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Personal Information transmitted, stored or otherwise Processed, having regard to the state of technological development and the cost of implementing any measures. Notwithstanding, Customer shall be responsible for evaluating the adequacy of such measures for its needs;
 - d) provide reasonable assistance to Customer in responding to any request it receives from a Data Subject, and otherwise to comply with its obligations, under the Data Protection Laws, including those obligations relating to: (i) security of Processing; (ii) notification by Customer of Personal Data Breaches to Supervisory Authorities or Data Subjects; and (iii) data protection impact assessments; in each case at Customer's reasonable cost;
 - e) upon becoming aware of a Personal Data Breach, inform Customer without undue delay and provide details of the breach;
 - f) ensure that all Digital Science personnel authorised to Process the Personal Information are subject to a duty of confidentiality (contractual or statutory); and
 - g) at Customer's written request, either delete or return the Personal Information to Customer within a reasonable period of the later of the expiry or termination of the Agreement and any post-termination obligations and/or rights relating to such Personal Information (unless retention of data is required by applicable law).
- 3.3 Customer generally authorises the appointment by Digital Science of its Affiliates, hosting providers and any other sub-contractors ("**Sub-Processors**") who may from time to time be engaged by Digital Science to Process the Personal Information as part of the Services, who in each case are subject to written terms that comply with the Data Protection Laws. Digital Science shall make a current list of Sub-Processors available to Customer and shall remain liable for their acts or omissions as if they were its own. Customer may object to the appointment of any new Sub-Processor in writing within ten (10) days of being informed of the same and Digital Science shall act reasonably to consider such objection and seek to propose an alternative solution, together with any additional cost required for their implementation.
- 3.4 Save to the extent otherwise specified in the Agreement, Customer authorises the transfer of Personal Information outside the European Economic Area ("**EEA**") as required to perform the Services, including to any countries in which Digital Science's Sub-Processors operate. The Standard Contractual Clauses are incorporated into, and form part of, this Addendum and will apply to any transfer of Personal Information made to countries not recognised by the European Commission as providing an adequate level of protection unless a valid Privacy Shield certification or an alternative recognised compliance standard for the lawful transfer of personal data (as defined in the Data Protection Laws) outside the EEA covers such processing, and for such purposes Digital Science shall be the "data importer" and Customer shall be the "data exporter".
- 3.5 Digital Science shall provide Customer with such reasonable information as is necessary to verify its compliance with this Addendum and allow for and contribute to reasonable audits, including inspections, by Customer (or an independent auditor reasonably appointed by Customer) for that purpose on reasonable notice during working hours, but no more than once in any twelve (12) month period, subject to Customer ensuring that any such audit or inspection is undertaken without causing disruption and in accordance with any relevant policies and procedures. All information obtained or generated in connection with this clause shall be treated as Confidential Information of Digital Science.

4 General

- 4.1 Notices or other information to be provided to Customer in connection with the subject matter of this Addendum may be given by posting the information on a support, status or other webpage related to the relevant product and/or service.
- 4.2 This Addendum shall form part of, and terminate automatically, upon termination or expiry of the Agreement.
- 4.3 This Addendum and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by the same laws and subject to the same jurisdiction as the Agreement.

SIGNED for and on behalf of
Digital Science

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Name: XXXXXXXXXXXX

Position: XXXXXXXXXXXX

Date: 21.6.2019

SIGNED for and on behalf of
Customer

.....

Name:

doc. PhDr. Mikuláš Bek, Ph.D.

Position: rector

Date: 18.6.2019

Name of Customer's Data Protection Officer, if appointed: XXXXXXXXXXXX

Name of Customer's EU representative, if applicable:

Annex 1

Data Processing Details

1 Subject matter of the Processing

Digital Science's provision of the Services to Customer pursuant to the Agreement.

2 Nature and purpose of the Processing

Digital Science will Process Personal Information in the course of providing the Services to Customer.

3 Duration of the Processing

During the term of the Agreement and the period of any post-termination obligations and/or rights relating to such Personal Information.

4 Categories of Data Subjects

End users of the Services and any other person whose details Customer may provide to be integrated into the Service.

5 Type of Personal Information

Any of: name; contact information; supplementary identifiers (e.g. ORCID ID, institutional identifiers, photos); basic professional information (e.g. job title, place of work/research/department); research-biography information (e.g. publication and affiliation history).

Annex 2

Data Processing Details required for Standard Contractual Clauses

Appendix 1 to the Standard Contractual Clauses

Data exporter

The data exporter is the entity identified as “Customer” in the Addendum.

Data importer

The data importer is Digital Science.

Data subjects

Data subjects are defined in Annex 1 to the Addendum.

Categories of data

The personal data is defined in Annex 1 to the Addendum.

Processing operations

The personal data transferred will be subject to the following basic processing activities (please specify):

The processing operations are defined in Annex 1 to the Addendum.

Appendix 2 to the Standard Contractual Clauses

Description of the technical and organisational security measures implemented by the data importer in accordance with Clauses 4(d) and 5(c) (or document/legislation attached):

The technical and organisational security measures implemented by the data importer are as described in the Agreement or in the security policies and procedures relating to the provision of the Services pursuant to the Agreement otherwise provided to the data exporter.