**ANNEX**

**AGREEMENT BETWEEN THE UNIVERSITY OF VIGO AND     ON PROTECTION MEASURES FOR THE PERSONAL DATA OF AFFECTED PERSONS**

(A single option must be chosen -A or B- depending on whether the other party is a public entity or a private entity)

**OPTION A. The other party is a public entity**

On the one hand, the University of Vigo, of Spain (hereinafter, "exporter"),

and on the other, **,** of  - which has, in accordance with its legal system, the nature of a public law entity- (hereinafter, "importer"),

[when it is appropriate to make joint reference to both entities, the term "the parties" will be used]

agree and formalize this agreement that is attached to the specific collaboration agreement between both institutions for the exchange of students, so that both documents together constitute the legally binding and enforceable instrument between authorities or public bodies provided for in article 46.2 .a) of Regulation (EU) 2016/679 of the European Parliament and of the Council, of April 27, 2016, regarding the protection of natural persons with regard to the processing of personal data and free circulation of these data (hereinafter, "RGPD») and in the Directives 2/2020 of the European Committee for Data Protection.

This agreement is made up of the following clauses.

**OPTION B. The other party is a private entity**

On the one hand, the University of Vigo, of Spain (hereinafter, "exporter"),

and on the other, of - which has, according to its legal system, the nature of a private law entity- (hereinafter, "importer"),

[when it is appropriate to make joint reference to both entities, the term "the parties" will be used]

agree and formalize this agreement, which is attached to the specific collaboration agreement between both institutions for student exchange, drawn up in accordance with the provisions of article 46.2.c) of Regulation (EU) 2016/679 of the European Parliament and of the Council, of April 27, 2016, regarding the protection of natural persons with regard to the processing of personal data and free circulation of these data (hereinafter, "RGPD"), in accordance with the standard clauses approved by the Commission Union by means of Implementing Decision (EU) 2021/914 of June 4, 2021.

This agreement is made up of the following clauses.

**First clause.- Purpose and scope of application**

The purpose of this agreement is to ensure that the level of protection of the data of the natural persons affected by the international transfers of personal data that the adequate execution of the indicated Convention will entail is not undermined and that the interested persons receive a level of protection essentially equivalent to that guaranteed by the GDPR.

This agreement applies to the international transfer of personal data specified in the following sections:

-Categories of people who will be affected:

-Categories of personal data that will be transferred (particularly if it is sensitive data):

-Transfer frequency (punctually or periodically):

-Nature of treatment:

-Purpose of the transfer and subsequent processing of the data:

-Period during which they will be kept (or if it is not possible to establish it, criteria used for its determination):

**Second clause.- People affected**

The persons affected by the execution of the aforementioned Agreement in relation to the processing of their personal data may, as third-party beneficiaries, invoke this agreement against the parties and demand that they comply with it.

**Third clause.- Definitions and interpretation**

This agreement must be read and interpreted in a way that does not conflict with the rights and obligations established in the GDPR. Specifically, when terms defined in the GDPR are used in this agreement, it is understood that they have the same meaning as in said regulation, especially those referring to "personal data", "treatment", "responsible for the treatment", "in charge of the treatment », «sensitive or specially protected data», «interested», «control authority» and «violation of the security of personal data».¬¬¬

**Fourth clause.- Principles of data protection**

1. Purpose Limitation.

The importer will process personal data only for the specific purposes pursued by the indicated Agreement and may only process them subsequently for other purposes: (1) with the prior consent of the interested parties; (2) when necessary for the formulation, exercise or defense of claims in the framework of specific administrative, regulatory or judicial procedures; or (3) when the treatment is necessary to protect vital interests of the interested party or of another natural person.

2. Accuracy of the data.

Each party will ensure that personal data is accurate and up-to-date; and will take all measures zonables so that inaccurate personal data is deleted or rectified without delay.

3. Data minimization.

The importer will ensure that the personal data that are subject to international transfer are adequate, relevant and limited to what is necessary in relation to the purposes pursued.

4. Limitation of the conservation period.

The importer will not keep personal data longer than is necessary for the purposes for which they are processed and will establish the appropriate technical or organizational measures to guarantee compliance with this obligation.

5. Transparency.

Without prejudice to the information obligations incumbent on the exporter in accordance with the provisions of the GDPR, and in order for the interested parties to be able to effectively exercise their rights in terms of data protection, the importer will inform them: (1) of their identity and contact details; (2) of the categories of personal data processed; (3) the right to request and obtain a free copy of this agreement; (4) when you intend to carry out subsequent transfers of personal data to third parties, the recipient, the purpose pursued and the reason.

The foregoing shall not apply when the interested parties already have the information or when the communication of said information is impossible or involves a disproportionate effort for the importer.

6. Security and confidentiality.

The importer and, during the transfer, also the exporter, will apply appropriate technical and organizational measures to guarantee the security of personal data; in particular, protection against destruction, loss or accidental or illegal alteration of personal data, or unauthorized communication or access.

The parties will duly take into account the state of the art, the application costs, the nature, scope, context and purposes of the treatment, and the risks that the treatment entails for the interested parties; should consider, in particular, encryption or pseudonymization, especially during transmission, if in this way it can fulfill the purpose of the treatment.

The importer will guarantee that the persons authorized to process the personal data have agreed to respect confidentiality or are subject to a statutory confidentiality obligation.

Sensitive or specially protected data:

To the extent that the transfer includes personal data of this type, the importer will apply specific restrictions and/or additional guarantees adapted to its nature and risk.

Action in case of violation of the security of the transferred personal data:

In the event of a breach of the security of the transferred personal data, the importer shall adopt adequate measures to remedy it and mitigate the possible negative effects. When it is probable that this violation entails a risk to the rights and freedoms of the affected persons, the importer will notify both the data exporter and the competent control authority without undue delay in accordance with the seventh clause in the terms of the GDPR. Likewise, it will notify the affected persons, unless said notification involves a disproportionate effort or the importer has applied measures to significantly reduce the risk to their rights or freedoms.

In any case, the importer will document all the pertinent facts related to the security breach, and will keep a record of them that will be made available to the exporter and control authority.

**Fifth clause.- Rights of the interested parties**

1. Enumeration of rights.

Regarding their own personal data, the affected persons will have the right of access, rectification, deletion, limitation of treatment, opposition, as well as to file a claim with the control authority referred to in the sixth clause.

2. Rights in relation to automated individual decisions.

The importer will not make a decision, based solely on the automated processing of the personal data transferred, that produces legal effects for the interested parties or affects them in an equally significant way, except with the express consent of the interested parties. /as or if authorized by the law of the country of destination, provided that said law provides for adequate measures to guarantee the legitimate interests and rights of the interested party.

3. Processing and satisfaction of the rights exercised.

The importer will take appropriate measures to facilitate inquiries and requests to exercise the rights of the interested parties. Once submitted, he will process without undue delay and no later than one month from receipt. The information provided to the interested parties will be intelligible, easily accessible and in clear and simple language.

4. Limitations of rights of those interested.

When the requests of an interested party are excessive, especially due to their repetitive nature, the importer may establish a reasonable fee based on the cost involved in meeting the request or refusing to act on the request.

The importer may only deny the request of an interested party when this is permitted in accordance with the law of the country of destination and is necessary and proportionate in a democratic society to safeguard its essential elements. In any case, this may not prevent the possibility of filing a claim with the competent control authority or taking legal action.

5. Complaint and repair channels

The data importer will inform the interested parties, transparently and in an easily accessible format, through individual notification or on its website, of the contact point authorized to process claims. This will promptly process the claims it receives.

In the event of a dispute between an interested party and one of the parties in relation to the fulfillment of this agreement, said party will do everything possible to resolve the problem amicably in a timely manner. The parties will keep each other informed of such disputes and, when appropriate, will collaborate to resolve them.

The importer undertakes to accept the decision of the interested party to (a) file a claim with the control authority referred to in the seventh clause or (b) take legal action.

The importer may only offer a resolution by means other than those mentioned through an arbitration body if it is established in a country that has ratified the New York Convention on the enforcement of arbitral awards.

6. Communications and/or subsequent transfers of data

The importer may not communicate personal data to third parties, whether they are located in the same country as him or in a different one, unless: (1) they are addressed to a Member State of the European Union or to a country that has an adequacy decision of the European Commission covering the onward transfer; (2) the third party otherwise provides adequate guarantees, in accordance with the GDPR; (3) the third party signs a binding instrument with the importer that guarantees the same level of personal data protection as this agreement, and the importer delivers a copy of these guarantees to the exporter; (4) it is necessary for the formulation, exercise or defense of claims in the framework of specific administrative, regulatory or judicial procedures; or (5) it is necessary to protect vital interests of the interested party or of another natural person.

If none of these conditions are met, the importer may only communicate personal data if he or she requested the express consent of the interested parties, after having informed them of the purpose, identity of the recipient and possible risks of such transfer for your data.

Communication of data to public authorities of the country itself

The importer undertakes to promptly notify the exporter and, when possible, the interested parties if, under the law of the country of destination: (a) it receives a legally binding request for the communication of personal data transferred submitted by a public authority (including judicial authorities) or (b) is aware that a public authority had direct access to the transferred personal data. The notification to that effect will contain all the information available.

In the event of a request for data communication, the importer undertakes to control the legality of the same and, in particular, whether the requesting public authority is duly empowered to do so, as well as to challenge it if, after a thorough assessment, it arrives to the conclusion that there are reasonable grounds for considering that it is unlawful.

The importer undertakes to document everything related to said communication or access and to make said documentation, upon request, available to the exporter to the extent permitted by the law of the country of destination and the competent control authority.

Sixth clause.- In the case of ordering the treatment

If, through the agreement to which this document is attached, a relationship is established between the parties entrusted with the treatment of the exporter to the importer, understanding the order in the terms of the GDPR:

a) The importer will only process personal data following the documented instructions of the exporter, who may give said instructions throughout the term of the contract.

b) The importer will immediately inform the exporter in case he cannot follow said instructions.

c) The importer will process the data only for the specific purposes of the transfer indicated in the first clause, except when following additional instructions.

d) If the importer is aware of what If the personal data received are inaccurate or have become obsolete, it will inform the importer without undue delay. In this case, it will collaborate with the exporter to delete or rectify the data.

e) Data processing will only be carried out during the period specified in the first clause. Once the services have been provided, the importer will delete, at the request of the exporter, all personal data processed on behalf of the exporter and will prove that it has done so; o It will return all the processed data. If the law of the country applicable to the importer prohibits the return or destruction, the importer undertakes to continue guaranteeing compliance with this document and will only process the data to the extent and for the time required by law. from the country.

f) The importer will not resort to a sub-manager without the prior written authorization, specific or general, of the person in charge. In the latter case, it will inform the exporter of any planned change in the incorporation or replacement of sub-processors, thus giving the exporter the opportunity to oppose said changes.

**Seventh clause.- Competent control authority**

The competent control authority will be the Spanish Agency for Data Protection (hereinafter, "AEPD"), unless from the analysis of its competence taking into account the concurrent circumstances it determines that it must be that of the country of destination.

The importer agrees to submit to the jurisdiction of the control authority that is competent in accordance with the foregoing, and to cooperate with it in any procedure aimed at guaranteeing compliance with this agreement, in particular, responding to queries, submitting to audits, comply with the measures adopted by the control authority and, in particular, corrective and compensatory measures, and send written confirmation that the necessary measures were taken.

**Seventh clause.- Responsibility**

The parties must be able to demonstrate compliance with the obligations derived from this agreement. In particular, the importer will keep sufficient documentation of the processing activities carried out under his responsibility and, upon request, will make said documentation available to the competent control authority in accordance with clause seven.

The importer will ensure that persons acting under his authority, especially a data processor, only process the data in accordance with his instructions. The importer may not allege the conduct of a person in charge or sub-processor to avoid his own responsibility.

In any case:

1. Each party will be liable to the other for any damages caused by any breach of this agreement.

2. Each party will be responsible before the interested party, who will have the right to be compensated for material or non-material damages that the party causes for violating her rights.

When more than one party is responsible for the damage or loss caused to the interested party due to violation of this agreement, all responsible parties will be jointly and severally liable.

In the event that one of the parties has faced compensation in full, it will be entitled to demand from the other party the compensation corresponding to its responsibility in the production of damage or harm.

**Eighth clause.- Suspension and/or termination**

In the event that the importer fails to comply with the obligations attributed to it by this agreement, the exporter will suspend the transfer of personal data to the data importer until compliance is guaranteed again or the agreement to which it is attached is resolved.

Neither party may revoke their consent to be bound by this agreement if: (a) the European Commission adopts a decision in accordance with art. 45, section 3, of the RGPD that regulates the transfer of personal data to which this list of clauses applies; or (b) the GDPR becomes part of the legal system of the country to which the personal data is transferred.

**Clause nine.- Law of the country of destination**

The parties ensure that they have no reason to believe that the law and practices of the third country of destination applicable to the processing of personal data by the importer, especially the requirements for the communication of personal data or the access authorization measures by of the public authorities, prevent the importer from fulfilling the obligations attributed by this agreement. This assertion is based on the premise that the law and practices that essentially respect fundamental rights and freedoms and do not exceed what is necessary and proportionate in a democratic society are not opposed to this agreement.

In witness whereof, the parties sign the present document at the place and on the date indicated below.

**FOR THE UNIVERSIDADE DE VIGO FOR**

The Rector