



002 Data Processing Agreement

Version 3



These terms apply to the agreement between us together with our standard terms of business. Where we use words such as “we”, “us” and “you” we use them in the same way they are used in our standard terms.

In these terms we use some words and phrases which have particular meanings. These are:

Annex: means the annex to these terms which you can find at the end of this document.

Applicable Laws: means:

Where the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom.

Where the EU GDPR applies, the law of the European Union or any member state of the European Union to which We are subject.

Applicable Data Protection Laws: means:

Where the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of personal data.

Where the EU GDPR applies, the law of the European Union or any member state of the European Union to which We are subject, which relates to the protection of personal data.

EU GDPR: means the General Data Protection Regulation ((EU) 2016/679).

Purpose: means the purposes for which your Personal Data is processed which is described in the Annex.

UK GDPR: has the meaning given to it in the Data Protection Act 2018.

Your Personal Data: means any personal data which we process on your behalf.

The terms **controller**, **processor**, **data subject**, **personal data**, **personal data breach** and **processing** shall have the meaning given to them in the UK GDPR. You can find these definitions here: <https://www.legislation.gov.uk/ukpga/2018/12/contents>

Each of us will comply with the requirements of Applicable Data Protection Laws and nothing in these terms shall limit or otherwise alter that obligation

All personal data we are processor or controller of is handled by us in accordance with our privacy notice <https://www.hubkengroup.com/privacy-notice>. Your Personal Data is hosted in the UK. For more details about our hosting at: https://tob.hubkengroup.com/?dir=Information_Security/Hubken_Hosting_Platform.

You are the controller and we are the processor in respect of your personal data. The types of your Personal Data we process and the scope, nature, duration and purpose of that processing is set out in the Annex.

You will make sure that you have all necessary appropriate consents and notices in place to ensure that transfer to us and collection by us of your Personal Data is lawful.

We shall, in relation to your Personal Data:

- (a) process it only for the purposes set out in the Annex, unless we are required by Applicable Laws process it in some other way. Where we rely on Applicable Laws as the basis for processing your Personal Data, we will tell you before performing the processing unless we are not allowed to under those Applicable Laws;
- (b) tell you if, in our opinion, any of your instructions infringe Applicable Data Protection Legislation;
- (c) (taking into account the state of technological development and the cost of implementing such measures) maintain adequate technical and organisational measures to protect against unauthorised or unlawful processing of it and against accidental loss or destruction of, or damage to, it;
- (d) ensure that our staff who process it have committed themselves to confidentiality or are under a legal obligation of confidentiality;
- (e) where reasonably possible (at your cost and written request) assist you in responding to any request from a



data subject and in ensuring your compliance with Applicable Data Protection Laws with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

(f) tell you without undue delay if we become aware of a personal data breach involving it;

(g) if and when you notify us in writing to do so export and send a copy of it to you (at your cost)

(h) when our agreement ends delete it within 30 days of the end date unless we are required by Applicable Law to continue to process it; and

(i) maintain records to demonstrate our compliance with these terms.

You agree that we may appoint processors to process your Personal Data, provided that we ensure that the terms on which we appoint such processors comply with Applicable Data Protection Laws, that we remain responsible for the acts and omission of any such processor and inform you of any intended changes concerning the addition or replacement of the processors through direct contact or by updating our privacy notice. If you object to the changes and can show that they are likely to breach Applicable Data Protection Law we will not make them.

You also agree that we may transfer your Personal Data outside of the UK as required for the Purpose. If we do this, we shall ensure that all such transfers are made in accordance with Applicable Data Protection Laws.

0.1 Annex Particulars of Processing

0.1.1 Scope

The provision of access to and use of a learning management system and provision of support services by us to you.

0.1.2 Nature and Purpose of processing

0.1.2.1 Nature

Processing activities, such as storage of and access to data inputted into the learning management system by your authorised users.

0.1.2.2 Purpose

Your Personal Data is processed in order to facilitate the use of a learning management system.

0.1.3 Duration of the processing

The length of our agreement plus up to 30 days (the period during which we delete the data after our agreement ends) plus 14 days (the period required to delete backups).

0.1.4 Types of Personal Data

The personal data inputted into the system by your authorised users including, but not limited to, name and email address.

0.1.5 Categories of Data Subject

As decided by your authorised users

