

## **NPL Management Limited**

### **Data Processor Agreement Incorporated in Studentship Agreement**

#### **1. Background etc.**

- 1.1. The Processor has entered into and/or will enter into one or more agreements (the “**Agreement**”) with The Controller pursuant to which the Processor will process personal data which The Controller is the controller of pursuant to the from time to time applicable personal data protection legislation and regulations-, such as national implementations of the Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, or any subsequent legislation on an EU level replacing such regulation, such as the regulation of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (“**GDPR**”), as well as any other local laws and legislations applicable in any relevant territory (the Data Protection Act 2018, PECR (Privacy and Electronic Communications Regulation) and ICO guidelines).
- 1.2. Based on the circumstances set out in section 1.1 above, the GDPR, DPA 2018, PECR and ICO guidelines require that a written agreement is entered into between the controller and the processor, governing the processor’s processing of personal data.
- 1.3. The parties have, based on the above-mentioned background, agreed to enter into this DPA, forming an integral part of the Agreement to which this DPA is attached. In the case the parties have entered into more than one agreement, this DPA shall form an integral part of each of the agreements entered into by the parties and Appendix 1 (Instructions) shall be prepared for and reflect the processing of personal data in each individual agreement.
- 1.4. The parties have, however, agreed that sections 2.3 and 3.3 (where section 3.3 shall take precedence over section 3.2) of this DPA shall apply only as from the date the GDPR enters into force. Any data processing agreement that shall be entered into between the Processor and any Approved Sub-processor under section 8.2 shall be entered into directly between the Processor and any Approved Sub-processor.

#### **2. Processing of personal data and security measures**

- 2.1. The Processor may process personal data of which The Controller or any entity within The Controller, as applicable from time to time, is the controller solely in accordance with the GDPR, PECR, ICO guidelines or any other applicable supervisory authority’s regulations, and in accordance with documented instructions from The Controller as further detailed in Appendix 1 (Instructions), updated by The Controller from time to time,

and otherwise in accordance with this DPA. The Processor shall immediately inform the Controller if, in its opinion, an instruction infringes the GDPR, PECR and ICO guidelines.

- 2.2. The Processor shall be obliged to implement appropriate technical and organizational measures, including but not limited to as required by Article 32 of GDPR, and to otherwise take all measures required, in accordance with the GDPR, PECR and ICO guidelines.
- 2.3. Further, the Processor undertakes to assist The Controller in ensuring the compliance with the obligations pursuant to Articles 32 to 36 of the GDPR (regarding, inter alia, security of processing, notification of a personal data breach to the supervisory authority, communication of a personal data breach to the data subject, data protection impact assessment and prior consultation), taking into account the nature of processing and the information available to the Processor, all in accordance with the GDPR, PECR and ICO guidelines.
- 2.4. The Processor undertakes to, taking into account the nature of the processing, assist The Controller by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of The Controller's obligation to respond to requests for exercising the data subject's rights under the GDPR and PECR.
- 2.5. The Processor undertakes to, in relation to its organization and the processing of personal data hereunder, comply with the UK and/or other applicable jurisdictions GDPR versions, as amended from time to time, and all applicable regulations and recommendations issued by the ICO and to keep itself informed of the same.
- 2.6. The Processor shall maintain sound security for the personal data. The Processor shall protect the personal data against destruction, modification, unlawful dissemination, or unlawful access, in particular where the processing involves the transmission of data over a network. The Processor shall also protect personal data against all other forms of unlawful processing.
- 2.7. The Processor shall ensure that no personal data is transferred outside the European Economic Area (EEA) and/or Switzerland and that no one has access to or otherwise process personal data from such place without the prior written consent of The Controller, unless required to do so by EU or EU member state law to which the Processor is subject. In such case, the Processor shall inform The Controller of that legal requirement before the transfer or processing, unless that law prohibits such information on important grounds of public interest. In case such approved or legally required transfer or processing shall be carried out, the Standard Contractual Clauses ("**SCC**") or Binding Corporate Rules ("**BCR**") as required by Article 26(2) of the EU directive 95/46/EC or any subsequent legislation on an EU level replacing such regulation, that provide adequate safeguards with respect to the protection of the privacy and fundamental rights and freedoms of individuals and as regards the exercise of the corresponding rights, shall be incorporated under this DPA. For the avoidance of doubt, nothing in this DPA or in the

Agreement to which this DPA is attached shall alter or modify the agreed SCC or affect any supervisory authority's or data subject's rights under the SCC.

- 2.8. In the event that the SCC or BCR is no longer sufficient to satisfy the requirements of the GDPR applicable to the processing of personal data under this DPA or the Agreement to legalize the transfer of personal data outside the EEA and/or Switzerland, the Processor shall use any reasonable efforts to implement either an alternative transfer mechanism which satisfies the requirements of the GDPR applicable to the processing of personal data under this DPA or the Agreement – in order to legalize the transfer of personal data outside the EEA and/or Switzerland – or cease with such transfer. If Processor fails to make available such alternative transfer mechanism or change in the Services, The Controller may terminate the Agreement with immediate effect or with, by The Controller determined, reasonable notice.

### **3. Right of supervision and audit**

- 3.1. According to the GDPR, The Controller is obliged to monitor that the processing of personal data, which is performed by the Processor, fulfils the requirements of section 2 above.
- 3.2. The Controller shall be entitled, in its capacity as the controller of personal data, to take measures necessary to assure itself that the Processor is able to carry out the security measures which must be undertaken pursuant to section 2 above, and to assure itself that the Processor has in fact undertaken such measures. The Processor undertakes to ensure that The Controller receives the assistance which may reasonably be required in order for The Controller to be able, in a simple manner, to assure itself of the aforesaid.
- 3.3. The Processor shall, upon The Controller's request, without undue delay make available to The Controller all information necessary to demonstrate compliance with the obligations laid down in Article 28 of GDPR and under this DPA and allow for and contribute to audits, of the Processor and its subcontractors, including inspections, conducted by The Controller or another auditor mandated by The Controller.

### **4. Term and relationship to other agreements between the parties**

- 4.1. This DPA shall apply during the period of time that the Processor processes personal data of which The Controller is the controller. Upon the termination or expiration of the Agreement, and where a new such agreement is entered into without a new data processing agreement being executed, this DPA shall also govern such new agreement. With the exception of the termination rights expressly set out in this DPA. This DPA may be terminated only in accordance with the terms and conditions set forth in the Agreement.

### **5. Duty of confidentiality**

- 5.1. The parties' respective obligation to observe confidentiality is set out in the Agreement. In addition, the Processor shall not, without prior written consent from The Controller,

provide or otherwise disclose personal data to a third party, except for Approved Sub-contractors.

- 5.2. The obligation under section 5.1 above is not applicable in relation to information that the Processor is ordered to disclose according to the GDPRs or other mandatory obligation according to Member State law.
- 5.3. The Processor undertakes to ensure that persons authorised to process the personal data have undertaken to observe confidentiality in relation to such processing or are otherwise subject to an appropriate legal obligation of confidentiality.

## **6. Measures upon completion of processing of personal data**

- 6.1. Upon the termination or expiry of the Agreement or otherwise after the end of the provision of services relating to the Processor's processing of personal data under this DPA, the personal data shall either, as determined by The Controller in its sole discretion, be returned to The Controller immediately or erased without undue delay but in any event no later than within ninety (90) days and the Processor shall delete existing copies unless the GDPR require storage of the personal data. In the event the Agreement does not specify the fate of the personal data, such shall be returned to The Controller. Upon request by The Controller, the Processor shall provide a written notice of the measures taken regarding the personal data upon the termination or expiry of the Agreement or otherwise after the end of the provision of services relating to the Processor's processing of personal data under this DPA.

## **7. Damages**

- 7.1. The Processor shall indemnify The Controller for damages caused to The Controller relating to compensation that The Controller has paid to data subjects or to administrative fines awarded by relevant authorities as a consequence of the Processor's breach of the provisions of this DPA. All other damages shall be subject to the limitation of liability set forth in the Agreement.
- 7.2. The Processor shall be liable for damages caused to a third party as a result of the Processor's breach of the duty of confidentiality pursuant to section 5 above.

## **8. Use of Sub-processors**

- 8.1. Processor may only use sub-contractors to perform tasks under this DPA on its behalf if The Controller has approved in advance to the use of such sub-contractor in writing as per Appendix 2 ("**Approved Sub-processor**"). The Processor shall ensure that any processing of the personal data by an Approved Sub-processor complies with the requirements set out under this DPA. This includes, but is not limited to, verifying that the security measures implemented by an Approved Sub-processor ensures at least the equivalent level of protection, at least fulfilling the requirements in Appendix 1 and any other written instructions provided by The Controller to the Processor under this DPA. The Processor shall document its security assessments of any Approved Sub-processor without undue delay and provide a copy of such assessments to The Controller upon request thereof. The Processor promptly provide The Controller with information

regarding the Approved Sub-processor's geographical location and the geographical location of any personal data processed hereunder, as well what kind of services and processing activities the Approved Sub-processor provides under the DPA as detailed in Appendix 2. For the avoidance of doubt, The Controller shall also be entitled to the aforementioned information prior to The Controller's approval in advance of the use of a sub-processor as set out above in this section 8.1. If Processor wants to engage a new sub-processor, disengage an Approved Sub-processor or change the set-up with an Approved Sub-processor, Processor shall do so by using the notice form as per Appendix 3.

- 8.2. The Processor shall ensure that a data processing agreement is entered into between the Processor and an Approved Sub-processor before such Approved Sub-processor processes any personal data. The data processing agreement(s) shall ensure that such Approved Sub-processor is subject to requirements that are as stringent and that offer at least the equivalent level of protection to The Controller and the data subjects, as the requirements that are imposed on the Processor under this DPA. The Processor shall always provide The Controller with a copy of any such signed data processing agreement before any such Approved Sub-processor processes any personal data hereunder.
- 8.3. The Processor shall be responsible for any and all actions or omissions by a sub-processor (whether or not an Approved Sub-processor), under this DPA, as though they were the Processor's own actions or omissions.
- 8.4. The Controller may in its sole discretion withdraw any approval(s) given relating to the use of a specific Approved Sub-processor. In such event, The Controller will provide an explanation to the Processor setting out the reason behind the withdrawal. To the extent the withdrawal prevents the Processor from delivering the service(s) under the Agreement, the parties shall discuss in good faith which alternative solutions and/or sub-contractors could be used to continue the provisioning of the service(s) under the Agreement.

## **9. Remuneration**

- 9.1. The Processor is not entitled to any specific remuneration on the basis of the contents of this DPA and shall, thus, not charge The Controller under this DPA. Remuneration is solely governed by the Agreement.

## **10. Supplements and amendments**

- 10.1. The Controller is entitled to amend this DPA if it is necessary to comply with requirements in the GDPR and PECR. Such amendments enter into force at the latest thirty (30) days after The Controller has sent an amendment notice to Processor, or such other time period which The Controller is obliged to adhere to according to GDPR, PECR, ICO or other relevant supervisory authority. In the event that Processor declines to accept such amendment, The Controller is entitled to immediately terminate the Agreement and this

DPA. Other alterations of and amendments to this DPA shall be made in writing and be signed by duly authorised representatives of both parties to be binding.

## 11. Disputes

11.1. Any disputes relating to this DPA shall be conclusively determined in accordance with the dispute resolution agreed in Agreement. This DPA shall be governed by the law of England and Wales excluding its conflicts of law rules.

This DPA has been executed in two (2) originals, of which the parties have taken one each.

Full legal name of Corporate *****	Full legal name of Corporate
Place and date	Place and date
Signature of authorized representative	Signature of authorized representative
Name and corporate title (printed)	Name and corporate title (printed)
Signature of authorized representative	Signature of authorized representative
Name and corporate title (printed)	Name and corporate title (printed)

## Appendix 1

### **Instructions for processing of personal data on behalf of The Controller**

The Processor shall comply with the instructions set forth below in conjunction with processing of personal data. The terms “personal data” and “processing” relate to personal data and processing as defined in the GDPR,

#### **Nature and purpose of the processing**

The nature and purpose of the processing by the Processor under this DPA is:

#### **Duration of the processing**

The duration of the processing under this DPA is: The Processor will Process Personal Data for the duration of the Agreement, unless otherwise instructed by The Controller

#### **Categories of data subjects**

The categories of data subjects of which personal data may be subject to the Processor’s processing under this DPA are:

#### **Types of personal data**

The types of personal data that may be subject to the Processor’s processing under this DPA are:

#### **Security measures**

The Processor shall comply with the ICO and the GDPR general guidelines regarding “Security for Personal Data”.

Employees, consultants, and other assistants of the Processor shall receive information from the Processor concerning processing of personal data.

Employees, consultants, and other assistants of the Processor shall only have access to personal data which they require in order to carry out their work duties for performance of agreements entered into with The Controller

The Processor shall possess an authority monitoring system which prevents unauthorized use of or access to personal data.

The premises used by the Processor shall be protected with adequate alarms for fires, water damage, burglary, etc. In addition, there should be procedures and equipment in the form of alarms, barriers, locks, etc. which control access to the premises.

The Processor should maintain an updated and implemented security policy which states the manner in which personal data shall be processed, to whom staff shall turn in the event of a burglary or other incident, which personnel are authorized as regards which type of information, etc. This policy should be drafted after a risk assessment has been conducted which identifies the threats to the personal data and the consequences a realized threat would have for the integrity of the personal data. The security policy should also address back-up procedures, contingency plans, etc.

The Processor shall avoid, as far as possible, portable workstations for the processing of personal data. In those cases, in which such must be used in order to perform agreements entered into, or to perform agreed work, the hard disk must be encrypted so that unauthorized persons will be unable to gain access to the data in the event the workstation is stolen. In addition, the data which is contained in the portable workstation must be synchronized with the fixed workstations so that the loss of a portable workstation does not entail a loss of data.

It must be possible to log and trace processing of personal data.

The Processor must possess an updated virus protection program. Updates must be installed immediately, and the virus protection program must be installed on all workstations and on servers, whether fixed or portable.

The Processor shall rectify, block, delete, modify, or erase personal data in accordance with The Controller's instructions.

The Processor shall not maintain the personal data for longer than is necessary taking into consideration the purpose of the processing.

## Appendix 2

### List of Approved Sub-processors

- This list is a complete list of all subcontractors engaged by the Processor as sub-processors. The list shall be updated as needed to reflect any changes as regards Approved Sub-processors.

<b>Company name, business identity No, address and country of establishment</b>	<b>Description of data processing activity</b>	<b>Accession date</b>	<b>Location of data processing</b>	<b>Measures for legal transfer to the Processor– if applicable</b>



## Appendix 3

**Sub-processor Notice Form**

- By submitting this Subcontractor Notice to the Controller, the Processor notifies the Controller that (i) it intends to engage a new subcontractor as a sub-processor in the processing of personal data on behalf of the Controller, and (ii) that the subcontractor is bound by a written contract which states that it must adhere to the same data protection, privacy and audit obligations as the Processor under the DPA.
- As stated in the DPA, the Processor shall remain responsible for all obligations performed and any omission to perform or comply with the provisions under the DPA by subcontractors to the same extent as if such obligations were performed or omitted by the Processor. The Processor shall also remain the Controller's sole point of contact.

**NOTICE FORM NEW SUBCONTRACTOR**

<b>Company name, business identity No, address and country of establishment</b>	<b>Description of data processing activity</b>	<b>Accession date</b>	<b>Location of data processing</b>	<b>Measures for legal transfer to the Processor – if applicable</b>