

17 May 2018

## HOTCOURSES GROUP DATA PROCESSING AGREEMENT

1. In this Data Processing Agreement, the following terms shall have the following meanings:

**“Data Controller”** means any natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the Processing of Personal Data.

**“Data Processor”** means any natural or legal person, public authority, agency or other body which processes Personal Data on behalf of a Controller.

**“Processing”** means every operation or set of operations which is performed with regard to Personal data, including without limitation the collection, recording, organization, storage, adaptation, alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, combining, linking to other data, blocking, erasure or destruction of Personal Data.

**“Details of Processing”** means those details set out in **Annex 1**.

**“DP Law”** means (i) the Data Protection Act 1998, (ii) until the GDPR is no longer directly applicable in the UK, the GDPR and any national implementing measure or secondary legislation from time to time applicable, in the UK, then (iii) any successor legislation to the GDPR and/or the Data Protection Act 1998.

**“GDPR”** means the General Data Protection Regulation.

**“Personal Data”** means any information that can identify a person as defined in the GDPR.

**“Service Users Data Subject” / Users Data** - means any Data Subject who supplies Personal Data to Hotcourses Group in order to use in Hotcourses Group Platform.

**“Purpose”** means the purpose of providing students with information about learning opportunities, with the option for students to register to download prospectuses or guides and to contact learning providers.

**“Services”** means services provided by the Hotcourses Group to the Client under the main agreement.

**“Client”** means any natural or legal person, public authority, agency or other body which uses Hotcourses Group platform to promote their business and/or learning opportunities and have agreed to the Hotcourses Group Terms and Conditions.

**“Working Day”** means a day other than a Saturday, Sunday, a public holiday in England when banks in London are closed for business

2. The parties agree the Details of Processing and that the Hotcourses Group is the Data Controller and that the Client is the Data Processor in respect of Personal Data processed in the provision of the Services.

After the completion of the provision of the Services by the Hotcourses Group in respect of any prospective or actual student, any further processing of any Personal Data of that student shall be undertaken by the Client as Data Controller. The Client shall be responsible for determining the purposes and means of such data processing, and the Client shall have the duties, responsibilities and liabilities of a Data Controller in respect of that processing and may be liable for any penalties or enforcement action imposed by a supervisory authority.

3. The Client will only process the Personal Data provided by the Hotcourses Group in relation to the Purpose and for the purposes of performing the Services and only in accordance with instructions contained in these clauses.
4. In order to protect the confidentiality and integrity of the Personal Data, the Client will implement appropriate technical and organisational measures to protect the Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure, including but not limited to:
  - a) ensuring IT equipment, including portable equipment is kept in lockable areas when unattended;
  - b) not leaving portable equipment containing any Personal Data unattended;
  - c) ensuring that staff use appropriate secure passwords for logging into systems or databases containing the Personal Data;
  - d) ensuring that all IT equipment is protected by antivirus software, passwords and suitable encryption devices where appropriate;
  - e) ensuring that any Personal Data is stored and transferred (including where stored or transferred on portable devices or removable media) securely, using appropriate technical and organisational measures to guard against unauthorised or unlawful access to or processing of the personal data and against accidental loss or destruction of, or damage to, the personal data;
  - f) limiting access to relevant databases and systems to those of its officers, staff, agents and sub-contractors who need to have access to the Personal Data, and ensuring that measures are in place to prevent inappropriate access when individuals are no longer engaged by the Client;
  - g) conducting regular (not less than annually) threat assessment or penetration testing on systems, and making the results of these available to the Hotcourses Group on request;
  - h) ensuring all staff handling Personal Data have been made aware of their responsibilities with regards to handling of Personal Data;
  - i) on request providing the Hotcourses Group with a written description of any such technical and organisational measures prior to initial receipt of the Personal Data, and from time to time as required;

- j) on request by the Hotcourses Group, providing a copy of all Personal Data relating in any way to the Services, in the format and on the media reasonably specified by the Hotcourses Group; and
- k) keeping a log of all Processing of Personal Data in connection with the Services (and providing the Hotcourses Group with a copy of the log on request).

The Hotcourses Group reserves the right to request access to the Client's premises in order to obtain necessary assurances that the above conditions are being met.

5. The Client will ensure that only those staff, agents or contractors who need to have access to the Personal Data in receiving the Services do so and will take reasonable steps to ensure the reliability of such individuals, and ensure that they are informed of, and understand the confidential nature of, the Personal Data, and the obligations set out in these clauses.
6. The Client will not in connection with the receiving of the Services:
  - a) transfer any Personal Data to any third party, including any agent or sub-contractor, without the prior written consent of Hotcourses Group Privacy Manager; or
  - b) publish, disclose or divulge any Personal Data to any third party, including any individual subject of the Personal Data without prior written authorisation from Hotcourses Group Privacy Manager.

For the avoidance of doubt, if the Client is permitted to include a review from any individual published on Hotcourses Group platforms, onto the Client's website, or otherwise publish such a review, it is expressly understood and agreed that such a review must be anonymous and not publish, disclose or divulge any Personal Data.

7. If the Hotcourses Group agrees that the Client may transfer Personal Data to a specific agent or sub-contractor (the "sub-processor"), the Client acknowledges that it will be responsible for the relationship with the sub-processor and will be primarily liable for the actions or omissions of the sub-processor. Any such sub-processor must enter into a written agreement with the Client that reflects the terms and obligations set out in this Data Processing Agreement before any Personal Data is transferred. The sub-processor shall not be allowed to retain or use the Personal Data for any purposes other than the provision of a specific pre-agreed element of the overall Services.
8. The Client acknowledges that the Personal Data is confidential information and will be treated with the same degree of care and confidentiality as the Client's own confidential information.
9. If any request for access to any Personal Data, complaint relating to the use of Personal Data (whether from a Data Subject or a regulator), or a request made under the Freedom of Information Act 2000 or Environmental Information Regulations 2004 is received by the Client, the Client will notify such request to the Hotcourses Group within 5 Working Days of receipt. The parties will co-operate to ensure that each of them can appropriately investigate and manage any such request or complaint relating to personal data in respect

of which they are data controller. The party that is data controller in respect of the Personal Data (which may, for the avoidance of doubt, be both parties) shall respond to the individual or regulator in respect of that request for access or complaint.

10. The Hotcourses Group may conduct or procure an inspection or audit of the Client's activities and data protection measures to ensure that the Client and its sub-processors are fully compliant with these obligations. The Client will implement any measures reasonably directed by the Hotcourses Group to ensure compliance with these clauses.
11. The Client may not process or otherwise transfer Personal Data received from Hotcourses Group outside the European Economic Area (EEA) or any country not deemed adequate by the European Commission pursuant to Article 25(6) of Directive 95/46/EC, without the prior written consent of the Privacy Manager of Hotcourses Group. The Client acknowledges that any such consent would be conditional on the Client agreeing to comply with and/or implement additional procedures, measures and/or contractual provisions notified to it by the Hotcourses Group to ensure the adequacy of protection of such Personal Data.
12. The Client will promptly notify the Hotcourses Group as soon as reasonably practicable (and within 24 hours) if it becomes aware of any security breach, including any inappropriate use of or disclosure of Personal Data received from Hotcourses Group. In respect of any breach of Personal Data in respect of which the Hotcourses Group is the data controller, the Client will cooperate with the Hotcourses Group to investigate the cause of and mitigate the effects of any such security breach. The notification will include at least the categories of data, the number of Data subjects affected and the records concerned, as well as the likely consequences of the breach and any steps taken to address or mitigate the effects of the breach.
13. No Personal Data will be retained by the Client in its capacity as data processor in receiving the Services for a period of time beyond that which is strictly necessary to do so. Upon completion of the Services, or on termination or expiry of the arrangement between the parties, the Client will destroy all copies of the Personal Data received from Hotcourses Group, excluding any Personal Data that it holds as data controller, (together with any additions or alterations made as a result of the performance of the Services), and ensure that any duplicate or backup copies are destroyed.
14. The Client will indemnify the Hotcourses Group and keep the Hotcourses Group indemnified against all losses, damages, fines, penalties, costs or expenses and other liabilities (including reasonable legal fees) incurred by, awarded against or agreed to be paid by the Hotcourses Group arising from any breach by the Client of its obligations under this Data Processing Agreement.
15. The Parties will agree to any reasonable amendment to this Data Processing Agreement to bring it into line with any amendment to or re-enactment of any data protection

legislation, in particular to reflect the GDPR, or to allow each of the Parties to comply with any requirement or recommendation of the Information Commissioner or any other data protection or supervisory authority in relation to the Processing of Personal Data.

16. The provisions of this Data Sharing Agreement will survive the termination of any agreement relating to the Services.

## Annex 1

### Details of Processing

- Scope/nature/purpose: processing is limited to the Purpose and will involve the passing of Personal Data to the Client in order for the Client to respond to a student enquiry.
- Duration: for the duration of this agreement.
- Types of Personal Data: name, email address, postal address, telephone number and nationality where applicable of prospective students for the Client.
- Categories of data subject: prospective students for the Client.