Annex 6: Data protection annex

1. BACKGROUND AND PURPOSE

The Resources contain data that qualify as personal data under the applicable data protection legislation (hereinafter **Personal Data**). The Controller specified in the signature part of the Agreement has determined the purposes and means of the original processing of the Personal Data and also determines the parties and the purposes for which the Personal Data can be disclosed from the CLARIN service. This makes the Controller also a controller under the EU General Data Protection Regulation, while the Language Bank of Finland, which is responsible for the CLARIN service, is a processor of Personal Data (hereinafter **Processor**).

This Data Protection Annex (hereinafter “DPA”) contains the terms and conditions for the processing of Personal Data in accordance with the Agreement. This DPA is an inseparable part of the Agreement.

This DPA will be applied to the processing of Personal Data in accordance with the Agreement. The Agreement specifies in greater detail how and under what conditions the Processor stores and distributes Personal Data.

**Data Protection Legislation** refers to the Finnish Data Protection Act (1050/2018, as amended) or any national act repealing it, as well as the EU General Data Protection Regulation (EU 2016/679) and other data protection legislation valid and applicable at the time, in addition to regulations and binding instructions issued by the data protection authorities.

1. RIGHTS AND OBLIGATIONS OF THE CONTROLLER

The Controller shall:

1. Process Personal Data in accordance with Data Protection Legislation, any other applicable legislation and this DPA;
2. Ensure that the Personal Data are collected lawfully and that it has the right to transfer the Personal Data to the Processor for the purpose specified in the Agreement;
3. Determine the purpose and means of Personal Data processing;
4. Be entitled to give the Processor instructions concerning the processing of Personal Data, which must comply with the applicable Data Protection Legislation; and
5. Confirm (i) that the processing described in the Agreement and in this DPA satisfies the Controller’s requirements concerning, for example, the planned safety measures, and (ii) that it has provided the Processor with all the information that the Processor needs to process data in accordance with the applicable Data Protection Legislation.
6. OBLIGATIONS OF THE PROCESSOR OF PERSONAL DATA

The Processor may not use the Personal Data for purposes other than those specified in the Agreement and this DPA.

The Processor shall:

1. Use the Personal Data only for the purposes specified in the Agreement;
2. Process the Personal Data professionally and lawfully;
3. Process the Personal Data only in accordance with the Controller’s legitimate and reasonable instructions, unless otherwise required by legislation applicable to the Processor. In such case, the Processor must notify the Controller about the legal requirements before processing Personal Data, unless such notification is prohibited under the law;
4. Employ appropriate technological and organisational measures to help the Controller meet its obligation to respond to data subjects’ requests to exercise their rights, as specified in Data Protection Legislation, taking into account the nature of the processing
5. Based on a reasonable request from the Controller, provide appropriate assistance to help the Controller ensure that it complies with its statutory obligations, including those related to information security, data protection impact assessment and prior consultation, as provided for in Data Protection Legislation, taking into account the nature of processing and the information available to the Processor;
6. Be entitled to use CSC – IT Centre for Science Ltd, as well as other Trusted Centres and operators necessary for the Processor’s activities, as subcontractors (hereinafter **Subprocessor**) for the processing of Personal Data. The Processor shall notify the Controller, without undue delay, about any changes in Subprocessors. The Processor is, under all circumstances, responsible for its Subprocessors’ obligations as if they were its own, and agrees with its Subprocessors on contractual obligations corresponding to the obligations specified in this DPA; and
7. Process the Personal Data only for as long as the Agreement remains in force.

Unless otherwise agreed, the Processor has the right to charge for reasonable expenses arising from the measures required by the Controller, described in items (d) and (e).

1. RECORD, DATA REQUESTS AND AUDITS

In accordance with Data Protection Legislation binding on the Processor, the Processor must keep a record of all the processing activities carried out on behalf of the Controller.

In accordance with Data Protection Legislation, the Processor must make available to the Controller all the information that can reasonably be expected to be necessary to prove that the Processor complies with its obligations under Data Protection Legislation, and allow audits (e.g., inspections) of the Controller’s Personal Data to be carried out for this purpose by the Controller or by an auditor authorised by the Controller, as well as take part in the audits. This requires the Controller to

1. Notify the Processor, reasonably in advance, of the information request, audit and/or inspection
2. Ensure that all the information obtained or produced by the Controller or its auditor(s) in connection with information requests, audits and inspections remains absolutely confidential (except for the disclosure of personal data to the supervisory authority or other disclosure mandated by law)
3. Ensure that the audit or inspection is carried out within normal working hours so that it causes as little interference as possible to the operations of the Processor, subcontractors and the Processor’s other customers, and
4. Pay the Processor for reasonable expenses incurred from audits and inspections.
5. CATEGORIES OF DATA SUBJECTS AND PERSONAL DATA

A description of the types of Personal Data and the categories of data subjects processed under the Agreement is provided in Annex 5.

1. PERSONAL DATA BREACH

In the event of a personal data breach, as defined in the General Data Protection Regulation, the Processor must notify the Controller in writing and without undue delay after becoming aware of the breach.

1. CONFIDENTIALITY

The Processor undertakes to keep secret all Personal Data, subject to other conditions for the distribution, licensing or data protection of the Resources encompassed by the Agreement. The Processor ensures that the obligation of confidentiality applies to all its employees processing Personal Data.

1. TRANSFER OF PERSONAL DATA

If required, the Processor has the right to transfer Personal Data to other countries (outside the European Economic Area), provided that the transfer complies with Data Protection Legislation, for example, by using the EU’s standard contractual clauses).

1. LIABILITY

Any limitation of liability clauses in the Agreement have no effect on the parties’ liability and right of recourse under Article 82 of the General Data Protection Regulation.