

GENERAL DATA PROTECTION REGULATION TERMS AND CONDITIONS

These General Data Protection Regulation Terms and Conditions (Ts and Cs) are effective May 25, 2018 and are included as part of the agreement between the Contractor and Idaho State University (ISU) requiring the transfer of personal data to the Contractor as a data collector and/or data processor if the Contractor is not a member of the U.S. Data Privacy Shield.

By accepting ISU's Terms and Conditions, or accepting an ISU purchase order, the Contractor agrees to the terms of these Ts and Cs.

Nothing in these Ts and Cs shall relieve the Contractor as data collector or data processor, and any other sub-collector or sub-processor acting on behalf of the Contractor, of its responsibilities and liability under the General Data Protection Regulation (GDPR) or any European Union Member State (Applicable State) legislation that protects the rights and freedoms of individuals with respect to the privacy of their personal data.

The Contractor agrees that:

1. Any collection and processing of personal data will be in accordance with the GDPR and Applicable State data protection laws;
2. It has a privacy notice and adequate security measures to protect personal data, and will ensure continued compliance with the laws;
3. It will notify the data subject if his/her data could be transferred to a third party that does not provide adequate security measures;
4. It will promptly notify ISU if it is not compliant, giving ISU the right to suspend the transfer of data and/or terminate the agreement;
5. It will promptly notify ISU of any:
 - a. Legal request for disclosure of the personal data (i.e., law enforcement, court order);
 - b. Data breach; and
 - c. Request from the data subject exercising his/her rights
6. It will cooperate with ISU, at its cost and expense, in investigating, mitigating, and remediating any data breach;
7. ISU has the right to audit the Contractor's facilities during normal business hours to assess compliance;
8. Upon termination of the underlying agreement, it will return all the personal data and any copies made in a format reasonably satisfactory to ISU, or destroy all personal data and certify to ISU that it has done so. If copies must be maintained, the Contractor agrees not to further process the personal data and to keep it strictly confidential.
9. It will defend, indemnify, and hold ISU, its Board of Trustees, the State of Idaho, and their employees, agents, and representatives harmless for any and all loss, claims, demands, causes of action, judgments, expenses, damages, fees, and costs, including attorneys' fees, arising out of the breach of this Amendment; and

10. Any action between the Contractor and ISU will be brought in a court of competent jurisdiction in Bannock County, Idaho, USA, and the laws of the state of Idaho shall apply.