ENROLMENT MATCHING TOOL (EMT) DATA PROCESSING AGREEMENT

IDP Connect collects, uses, stores or otherwise processes Personal Data with the highest standard and in line with the UK data privacy regulations.

All processing undertaken by IDP Connect regardless of whether we are acting as the data controller or the data processor is done in line with IDP Connect Data Processing Standard.

The Enrolment Matching Tool is an IDP Connect product that enables its clients (the Advertiser), at end of the Advertising Contract to run a report to determine the total number of applications or enrolments received via IDP Connect websites.

All parties agree that for the personal data the Advertiser loads via the EMT, IDP Connect is the Data Processor and the Advertiser is the Data Controller. IDP Connect will only process this data on instructions of the Data Controller.

Both parties must comply with all applicable requirements of the Data Protection Legislation in England.

Data Processor obligations

1. The Data Processor will only process Personal Data that is obtained lawfully and in a transparent and fair manner.
2. All Personal Data processed by the Data Processor will be the minimal amount required to enable an enrolment to be matched.
3. The Data Processor will not use the personal data loaded by the Advertiser for any other purpose but producing an enrolment matching report. As soon as the enrolment matching report is produced, the personal data loaded by the Advertiser will be permanently deleted.
4. The Data Processor products and services will be built and delivered with privacy by design principles and will be compliant with the applicable privacy and electronic communication legislation and the General Data Protection Regulation. The liability for these products lies with the Data Processor.
5. The Data Processor will not share any Personal Data provided via the Enrolment Matching Tool with any third parties.
6. The Data Processor will not appoint sub-processors in the EMT processing activity unless it gets written permission from the Data Controller.
7. The Data Processor will ensure that only those staff, agents or contractors who need to have access to the Personal Data 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 company obligations set out in the privacy regulation.
8. In order to protect the confidentiality and integrity of the Personal Data, The Data Processor 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 the Data Processor;

g) ensuring all staff handling Personal Data have been made aware of their responsibilities with regards to the handling of Personal Data;

h) keeping a log of all Processing of Personal Data in connection with the Services (and provide the Advertiser with a copy of the logon request).

i) conducting regular (not less than annually) threat assessments

j) on request, providing Advertisers 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;

9. In event of a data breach that affects the Data Controllers' data, the Data Processor will notify the data controller within 24 hours and cooperate with the data controller 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.

10. The Data Processor will co-operate with the Data Controller if an audit of the security or the privacy measures are required. The Data Processor will implement any measures reasonably directed by the data controller to ensure compliance with these clauses.

Data Controller Obligation

1. Before using the EMT, the Data Controller will ensure that it has lawful grounds for processing this personal information and all necessary notices in place to enable lawful transfer of the Personal Data to the Enrolment Matching Tool.

Definitions

"**Data Controller**" means any natural or legal person, public authority, agency or another 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 another 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, con-sultation, use, disclosure by transmission, dissemination or otherwise making available, combining, linking to other data, blocking, erasure or destruction of Personal Data.

"**GDPR**" means the General Data Protection Regulation (GDPR).

 "**DP Legislation**" means (i) the Data Protection Act 2018, (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 2018.

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

"**Purpose**" means the purpose for which the Personal Data was supplied to the data Processor by the Data Controller

"**EMT**" –Enrolment Matching Tool is an IDP Connect product that enables enrolment matching.

 "**Advertiser**" means any natural or legal person, public authority, agency or another body which uses IDP Connect Enrolment Matching Tool to determine the total number of applications or enrolments received via IDP Connect websites.

Appendix 1
Data categories to be processed

Data Category	Data Elements	Purpose	Role of IDP Connect
Personally Data	First Name*	Enrolment matching	Data Processor
Personal Data	Last Name*	Enrolment matching	Data Processor
Personal Data	Email address*	Enrolment matching	Data Processor
Personal Data	DOB*	Enrolment matching	Data Processor
Personal Data	Phone number	Enrolment matching	Data Processor
Personal Data	Address	Enrolment matching	Data Processor
Personal Data	Nationality **	Enrolment matching & further analysis and custom reports	Data Processor
Non- Personal Data	Agent**	Enrolment matching & further analysis and custom reports	Data Processor
Non-Personal Data	Subject Area**	Enrolment matching & further analysis and custom reports	Data Processor
Non-Personal Data	Study Level**	Enrolment matching & further analysis and custom reports	Data Processor
Non-Personal Data	Course**	Enrolment matching & further analysis and custom reports	Data Processor

*Required fields (for matching); **For further analysis and custom reports*