

Data Protection Schedule

Data Processing

1 Definitions

1.1 In this Schedule:

- **“Data Protection Legislation”** means the all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation (GDPR); the Data Protection Act 2018; the Privacy and Electronic Communications Directive and the Data Access and Use Act 2025; any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications) and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a party.
- **“Data Subject Request”** means a subject request (or any apparent subject request) in respect of any Data Subject under the Data Protection Legislation; and
- **“Disclosing Party”** means the Party disclosing Personal Data to the other party under this Contract;
- **“Main Agreement”** means the principal agreement governing the relationship between the Parties, to which this Schedule relates and under which this Schedule is entered into, as amended or varied from time to time.
- **“Parties”** means the persons or entities identified in this Agreement as the parties to this Agreement, and "Party" shall be construed accordingly.
- **“Personal Data”** means the “personal data” (as defined in the Data Protection Legislation) Processed under this Contract in respect of which the Disclosing Party is a data Controller that are made available to the Recipient under this Contract;
- **“Purposes”** means the purposes for Processing the Personal Data as set out in the Main Agreement;
- **“Processing”** has the same meaning as in the Data Protection Legislation and “Process” and “Processed” shall be construed accordingly; and
- **“Recipient”** means the party receiving Personal Data from the other Party under this Contract;
- **“Recipient Personnel”** means all employees, agents, consultants and contractors of the Recipient;
- **“Special Category Data”** means the “special category” (as defined in the Data Protection Legislation) processed under this Contract;
- **“Sub-Processors”** means any third party, including any affiliate of a Party, engaged by the Processor to carry out specific processing activities involving Personal Data on behalf of the Controller pursuant to this Agreement.

- **“Third Party Recipient”** means any third parties authorised to receive the Personal Data from the Recipient.

1.2 **“Controller”, “Data Subject”, “Personal Data”, “Processor”, “Data Subject” and “Technical and Organisational Measures”** shall have the meanings given to them in Data Protection Legislation.

2 Status of the Parties

2.1 The Parties acknowledge that, for the purposes of this Schedule and the Processing of Personal Data carried out pursuant to the Main Agreement, the Customer shall act as the Controller and Advance HE shall act as the Processor.

3 Purpose

3.1 This Schedule sets out the terms upon which the Processor shall Process Personal Data on behalf of the Controller and establishes the respective rights, obligations and responsibilities of the Parties in relation to such Processing.

3.2 The Processor shall Process Personal Data only on the documented instructions of the Controller and solely for the purposes of performing its obligations under the Main Agreement, unless otherwise required by applicable law.

3.3 Where the Processor is required by law to Process Personal Data other than in accordance with the Controller's instructions, it shall, unless prohibited by law, inform the Controller of that legal requirement before carrying out such Processing.

3.4 Neither Party shall Process Personal Data in a manner that is incompatible with the purposes set out in the Main Agreement or this Schedule, except where such Processing is required by applicable law; or the other Party has provided its prior written consent.

3.5 The Parties shall cooperate in good faith to ensure that all Processing of Personal Data undertaken pursuant to the Main Agreement is carried out in accordance with applicable Data Protection Legislation.

4 Controller Obligations

4.1 The Controller shall comply with all applicable Data Protection Legislation in connection with all instructions provided to the Processor are lawful and consistent with the requirements of such legislation.

4.2 The Controller shall be responsible for providing Data Subjects with all privacy information, notices and disclosures required by applicable Data Protection Legislation in relation to the Processing of Personal Data in this Schedule.

4.3 The Controller shall take reasonable steps to ensure that any Personal Data disclosed to the Processor is accurate, complete, relevant, adequate and limited to that which is necessary for the purposes for which it is Processed.

4.4 The Controller shall promptly notify the Processor of any rectification, update or change to the Personal Data, or any information relating thereto, where such notification is necessary to enable the Processor to maintain the accuracy of the Personal Data being Processed on behalf of the Controller.

- 4.5 The Controller shall remain responsible for responding to and complying with requests from Data Subjects exercising their rights under applicable Data Protection Legislation. The Processor shall provide reasonable assistance to the Controller, taking into account the nature of the Processing and the information available to the Processor, to enable the Controller to fulfil its obligations in respect of Data Subject Rights.
- 4.6 The Controller shall maintain a lawful basis for the Processing of Personal Data and shall obtain and maintain any consents, permissions or authorisations required under applicable Data Protection Legislation to enable the Processor to Process Personal Data in accordance with this Schedule.

5 Processor Obligations

- 5.1 The Processor shall promptly notify the Controller if any instruction received from the Controller infringes applicable Data Protection Legislation.
- 5.2 The Processor shall provide such reasonable assistance as the Controller may require in connection with the preparation, review and updating of any Data Protection Impact Assessment relating to the Processing of Personal Data under the Main Agreement.
- 5.3 The Processor shall take reasonable steps to ensure the reliability, integrity and competence of all Personnel authorised to Process Personal Data and shall ensure that such Personnel:
- a) are subject to appropriate obligations of confidentiality;
 - b) have received appropriate training in data protection and information security; and,
 - c) Process Personal Data only in accordance with the Processor's instructions and obligations under this Schedule.
- 5.4 The Processor shall implement and maintain appropriate technical and organisational measures to protect Personal Data against accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data, taking into account the state of the art, the costs of implementation, the nature, scope, context and purposes of the Processing, and the risks posed to the rights and freedoms of Data Subjects.
- 5.5 The Processor shall not transfer Personal Data outside the UK unless:
- a) the transfer is to a country, territory, sector or international organisation that is the subject of an adequacy regulation under Article 45 of the UK GDPR;
 - b) appropriate safeguards have been implemented in accordance with Article 46 UK GDPR or any equivalent provisions of applicable Data Protection Legislation;
 - c) Data Subjects are afforded enforceable rights and effective legal remedies in respect of the transferred Personal Data;
 - d) the transfer provides an appropriate level of protection for the Personal Data in accordance with applicable Data Protection Legislation; and
 - e) the transfer complies with any documented instructions of the Controller.

- 5.6 The Processor shall notify the Controller without undue delay and provide reasonable assistance where it receives:
- a) any request from a Data Subject relating to the exercise of their rights under applicable Data Protection Legislation, including requests for access, rectification, restriction, erasure, portability or objection;
 - b) any complaint, correspondence or communication concerning the Processing of Personal Data or compliance with Data Protection Legislation;
 - c) any communication, investigation, enquiry or notice from the Information Commissioner or any other competent supervisory or regulatory authority relating to the Processing of Personal Data; or
 - d) any request from a third-party seeking disclosure of Personal Data where such disclosure is required or purported to be required by law.
- 5.7 The Processor shall notify the Controller of any Personal Data Breach affecting Personal Data Processed on behalf of the Controller without undue delay and, in any event, no later than forty-eight (48) hours after becoming aware of the Personal Data Breach. Such notification shall include all information reasonably available to the Processor to assist the Controller in meeting its obligations under applicable Data Protection Legislation.
- 5.8 The Processor shall retain Personal Data only for as long as necessary to fulfil its obligations under the Main Agreement or as required by applicable law and shall securely delete or return such Personal Data in accordance with the Controller's written instructions upon termination or expiry of the Main Agreement.
- 5.9 The obligations contained in this clause 5 shall survive the expiry or termination of the Main Agreement for so long as the Processor retains or Processes Personal Data on behalf of the Controller.

6 Sub-Processors

- 6.1 The Controller acknowledges that the Processor may engage Sub-Processors to support the performance of its obligations under the Main Agreement.
- 6.2 By entering into this Schedule, the Controller provides its general authorisation for the Processor to engage the Sub-Processors identified [here](#), as amended from time to time.
- 6.3 The Controller acknowledges that the Processor may add, replace or remove Sub-Processors from time to time in order to maintain, improve or support the delivery of the services under the Main Agreement. The Processor shall maintain an up-to-date list of its authorised Sub-Processors at the location specified in clause 5.1.
- 6.4 Where the Processor intends to appoint a new Sub-Processor, outside of the remit of the Sub-Processors referred to in clause 6.2, the Processor shall provide the Controller with prior written notice of the proposed appointment. The Controller may object to the appointment on reasonable data protection grounds by providing written notice to the Processor within thirty (30) Working Days of receipt of such notice.

- 6.5 Where the Controller submits a reasonable objection under clause 6.4, the Parties shall work together in good faith to identify a commercially reasonable solution. If no such solution can be agreed, the Processor may terminate the affected services on written notice without liability, except for any accrued rights and obligations.
- 6.6 The Processor shall ensure that each Sub-Processor is bound by a written agreement imposing data protection obligations that are no less protective than those set out in this Schedule and which satisfy the requirements of applicable Data Protection Legislation.
- 6.7 The Processor shall remain fully responsible and liable for the acts and omissions of its Sub-Processors.

7 Warranties and indemnity

- 7.1 Subject to the limitations and exclusions of liability set out in the Main Agreement, each Party shall indemnify and keep indemnified the other Party against all losses, liabilities, damages, fines, costs, claims, expenses and reasonable legal fees suffered or incurred by the other Party arising out of or in connection with:
- a) any breach of this Schedule or applicable Data Protection Legislation solely by the other Party; or,
 - b) any act or omission of the Party which results in a claim, investigation, enforcement action, penalty or proceeding being brought against the other Party by a supervisory authority, Data Subject or other Third Party.
- 7.2 The indemnity set out in clause 7.1 shall not apply to the extent that the loss, liability, damage, cost or expense arises from the negligence, breach of this Schedule or unlawful conduct of the other Party.

8 Audit

- 8.1 The Processor shall, upon reasonable prior notice and subject to appropriate confidentiality obligations, make available to the Controller all information reasonably necessary to demonstrate compliance with its obligations under this Schedule and applicable Data Protection Legislation.
- 8.2 The Processor shall permit the Controller, or an independent auditor appointed by the Controller, to conduct audits and inspections of the Processor's Processing activities to verify such compliance.
- 8.3 The Processor shall provide all reasonable cooperation, assistance and access required to facilitate any audit or inspection conducted.
- 8.4 Unless otherwise required by applicable law or in response to a Personal Data Breach or regulatory investigation, the Controller shall provide the Processor with no less than fourteen (14) Working Days' prior written notice of any audit or inspection.
- 8.5 Each audit or inspection shall be conducted during normal business hours, in a manner that minimises disruption to the Processor's business operations.
- 8.6 The Controller shall bear its own costs and expenses incurred in connection with any audit or inspection conducted under this clause.

9 Termination

- 9.1 This Schedule shall take effect and shall remain in force for the duration of the Main Agreement.
- 9.2 Notwithstanding the termination or expiry of the Main Agreement, those provisions of this Schedule which are intended expressly or by implication to survive termination shall continue in full force and effect for so long as the Processor Processes Personal Data on behalf of the Controller or otherwise as required to ensure compliance with applicable Data Protection Legislation.
- 9.3 This Schedule may not be terminated independently of the Main Agreement and shall automatically terminate upon the termination or expiry of the Main Agreement, subject to clause 9.2.
- 9.4 This Schedule shall continue throughout the lifecycle of the Main Agreement, with provisions lasting thereafter to ensure continuity of compliance with Data Protection Legislation.