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Policy on the transfer of personal data from Wroxton College to the United States for the purposes of the Data Protection Act and Article 46 of the General Data Protection Regulation (EU) 2016/679

(Policy on data transfer to the U.S.)

In order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer of the personal data specified in **Appendix 1** by Fairleigh Dickinson University's Wroxton College ("FDU Wroxton") to Fairleigh Dickinson University's headquarters in the U.S. ("FDU"), FDU and FDU Wroxton undertake to comply with the following provisions:

Sec. 1 - Definitions

- (1) "personal data", "special categories of personal data", "process/processing", "controller", "data subject" and "supervisory authority" shall have the same meaning as in General Data Protection Regulation (EU) 2016/679 ("GDPR");
- (2) "data exporter" shall mean the controller who transfers the personal data (FDU Wroxton);
- (3) "data importer" shall mean the controller who agrees to receive from the data exporter personal data for further processing in accordance with the terms of these provisions and who is not subject to a third country's system ensuring adequate protection (FDU).

Sec. 2 - Details of the transfer

The details of the transfer, and in particular the categories of personal data and the purposes for which they are transferred, are specified in **Appendix 1** which forms an integral part of this Policy.

Sec. 3 – Third-party beneficiary clause

The data subjects can enforce this Section, Section 4 (2), (3) and (4), Section 5, Section 6 and Section 7 as third-party beneficiaries. FDU and FDU Wroxton do not object to the data subjects being represented by an association or other bodies if they so wish and if permitted by national law.

Sec. 4 – Obligations of the data exporter (FDU Wroxton)

FDU Wroxton agrees and warrants:

- (1) that the processing, including the transfer itself, of the personal data has been and, up to the moment of the transfer, will continue to be carried out in accordance with the relevant provisions of the GDPR and the Data Protection Act (DPA) or any equivalent successor legislation;

- (2) that if the transfer involves special categories of personal data the data subject has been informed or will be informed before the transfer that this data could be transmitted to a third country not providing adequate protection;
- (3) to make available to the data subjects upon request a copy of this Policy; and
- (4) to respond in a reasonable time and to the extent reasonably possible to inquiries from the supervisory authority on the processing of the relevant personal data by FDU and to any inquiries from the data subject concerning the processing of this personal data by FDU.

Sec. 5 – Obligations of the data importer (FDU)

FDU agrees and warrants:

- (1) that it has no reason to believe that the legislation applicable to it prevents it from fulfilling its obligations under this Policy and that in the event of a change in that legislation which is likely to have a substantial adverse effect on the guarantees provided in this Policy, it will notify the change to FDU Wroxton and to the supervisory authority in the United Kingdom;
- (2) to process the personal data in accordance with the mandatory data protection principles set out in **Appendix 2**;
- (3) to deal promptly and properly with all reasonable inquiries from FDU Wroxton or the data subject relating to its processing of the personal data subject to the transfer and to cooperate with the competent supervisory authority in the course of all its inquiries and abide by the advice of the supervisory authority with regard to the processing of the data transferred;
- (4) to make available to the data subject upon request a copy of this Policy and indicate the office that handles complaints.

Sec. 6 – Liability

FDU and FDU Wroxton agree that a data subject who has suffered damage as a result of any violation of the provisions referred to in Sec. 3 is entitled to receive compensation from FDU and FDU Wroxton for the damage suffered. FDU and FDU Wroxton agree that they may be exempted from this liability only if they prove that they are not responsible for the violation of those provisions.

Sec. 7 – Mediation and jurisdiction

- (1) FDU and FDU Wroxton agree that if there is a dispute between a data subject and FDU or FDU Wroxton which is not amicably resolved and the data subject invokes the third-party beneficiary provision in Sec. 3, they accept the decision of the data subject:
 - (a) to refer the dispute to mediation by an independent person or, where applicable, by the supervisory authority;

(b) to refer the dispute to the courts in the United Kingdom.

(2) FDU and FDU Wroxton warrant that by agreement between a data subject and either FDU or FDU Wroxton a dispute can be referred to an arbitration body.

(3) FDU and FDU Wroxton guarantee that para. (1) and (2) apply without prejudice to the data subject's substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

Sec. 8 – Cooperation with supervisory authorities

FDU and FDU Wroxton undertake to deposit a copy of this Policy with the supervisory authority if it so requests or if such deposit is required under national law.

Sec. 9 – Governing Law

Relevant laws in the United Kingdom shall govern this Policy.

Sec. 10 – Variation of the Policy

The provisions of this Policy shall not be varied or modified.

FDU

FDU Wroxton

by: _____

Name:

Title:

by: _____

Name:

Title:

Appendix 1

to the GDPR Wroxton College Data Transfer Policy

This Appendix forms part of the Policy on data transfer to the U.S.

Data exporter

The data exporter is FDU Wroxton, a legally dependent branch of FDU in New Jersey. Its employees provide services for the students of FDU campuses who come to Wroxton College as part of a study abroad program, as well as students from other universities who participate in similar programs at FDU Wroxton. FDU Wroxton transfers (i) personal data of FDU (?) students in connection with the programs at Wroxton to FDU and (ii) personal data of its employees to FDU for the purposes of personnel management and University administration.

Data importer

The data importer is FDU. At its offices in New Jersey, FDU processes and stores personal data associated with FDU Wroxton personnel and personal data about students in connection with the Wroxton College programs.

Data subjects

The personal data transferred concern the following categories of data subjects:

- employees and contractors of FDU Wroxton
- students who participate in the program of FDU in Wroxton
- relatives of students who participate in the study abroad program
- vendors with contractual relationships with FDU Wroxton
- conference/event attendees
- alumni

Purposes of the transfer

The transfer is necessary for the following purposes:

- personal data of employees for personnel administrative purposes
- personal data of students for reasons concerning the administration of courses, housing, and the recognition of their academic results in the U.S.
- personal data of the relatives of students for informational communications
- vendors for payment and administrative purposes
- personal data of conference/event attendees for facilitating conference attendance and administration
- continued communication with former Wroxton College student

Categories of data

The personal data transferred will fall within the following categories of data:

- employees: all personal data necessary for administration of personnel (e. g. contact details, personnel records)
- students: all personal data necessary for organization and legalization of the program at Wroxton College or relevant to FDU after their stay at Wroxton College (e.g., contact details, course information, grades, discipline)

- relatives of students: contact details for informational and emergency communications.
- vendors: business contact details and Tax ID Number
- conference/event patrons: contact details
- alumni: contact details

Sensitive data

The personal data transferred fall within the following categories of sensitive data:

- employees: trade union membership (only if affirmatively disclosed by employee)
- students: health data of the students that is processed by FDU Wroxton for the purpose of assisting the students during the program

Recipients

The personal data transferred may be disclosed only to the following recipients or categories of recipients:

- employee data: human resources personnel, other members of university staff and administration, service providers, technology vendors, governmental agencies, (litigants?)
- student data: government agencies (if necessary), healthcare practitioners (if necessary), partner universities or institutions, service providers, technology vendors, relatives of students (if necessary) (litigants?)
- conference/event patron: conference participants, fundraising vendors, technology vendors
- alumni: service providers, technology vendors

Storage limit

The personal data transferred from FDU Wroxton to FDU will be stored by FDU in accordance with FDU's Records Policy, the current version of which is available at <http://view2.fdu.edu/university-offices/office-of-the-general-counsel/university-policies/>. In particular, the following personal data may be stored by FDU for no more than:

- employee data: employment agreements are deleted 7 years after the termination of the employment, personnel files are deleted 7 years after the termination of the employment. Personnel records stored electronically in the Human Resources Information System (HRIS, aka: Ellucian Colleague) are kept indefinitely.
- student data: grade sheets and schedules of classes are stored permanently, registration forms are deleted 7 years after registration. Student records electronically stored in the Student Information System (SIS, aka: Ellucian Colleague) are kept indefinitely.

Appendix 2 to the GDPR Wroxton College Data Transfer Policy

Mandatory data protection principles referred to in Sec. 5 (2)

These data protection principles should be read and interpreted in the light of the provisions (principles and relevant exceptions) of the General Data Protection Regulation (EU) 2016/679 (“GDPR”).

They shall apply subject to the mandatory requirements of the national legislation applicable to FDU which do not go beyond what is necessary in a democratic society on the basis of the provisions of the GDPR, that is, if they constitute a necessary measure to safeguard national security, defense, public security, the prevention, investigation, detection and prosecution of criminal offences or of breaches of ethics for the regulated professions, an important economic or financial interest of the State or the protection of the data subject or the rights and freedoms of others.

1. *Purpose limitation*: data must be processed and subsequently used or further communicated only for the specific purposes in **Appendix 1** to the Policy on data transfer to the U.S. Data must not be kept longer than necessary for the purposes for which they are transferred.
2. *Data quality and proportionality*: data must be accurate and, where necessary, kept up to date. The data must be adequate, relevant and not excessive in relation to the purposes for which they are transferred and further processed.
3. *Transparency*: data subjects must be provided with information as to the purposes of the processing and the identity of the data controller in the U.S., and other information insofar as this is necessary to ensure fair processing, unless such information has already been given by FDU Wroxton.
4. *Security and confidentiality*: technical and organizational security measures must be taken by the data controller that are appropriate to the risks, such as unauthorized access, presented by the processing. Any person acting under the authority of the data controller, including a processor, must not process the data except on instructions from the controller.
5. *Rights of access, rectification, erasure and blocking of data*: as provided for in Articles 15-23 of the GDPR, the data subject must have a right of access to all data relating to him that are processed and, as appropriate, the right to the rectification, erasure or blocking of data the processing of which does not comply with the principles set out in this Appendix, in particular because the data are incomplete or inaccurate. The data subject should also be able to object to the processing of the data relating to them on compelling legitimate grounds relating to their particular situation.
6. *Restrictions on onwards transfers*: further transfers of personal data from FDU to another controller established in a third country not providing adequate protection or not covered by an adequacy decision adopted by the European Commission (onward transfer) may take place only if either:

- (a) data subjects have, in the case of special categories of data, given their unambiguous consent to the onward transfer or, in other cases, have been given the opportunity to object.

The minimum information to be provided to data subjects must contain in a language understandable to them:

- the purposes of the onward transfer,
- the identification of FDU Wroxton as the data exporter,
- the categories of further recipients of the data and the countries of destination, and
- an explanation that, after the onward transfer, the data may be processed by a controller established in a country where there is not an adequate level of protection of the privacy of individuals; or

- (b) another controller undertakes to adopt this Policy and thereby assumes the same obligations as FDU.

7. *Special categories of data*: where data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, as well as genetic data, biometric data, data concerning health, or data concerning a natural person's sex life or sexual orientation, appropriate security measures such as strong encryption, keeping a record of access to sensitive data, or other measures as required under the provisions of the GDPR.
8. *Automated individual decisions*: data subjects are entitled not to be subject to a decision which is based solely on automated processing of data, unless they have been informed and provided with all other rights as required under Art. 22 of the GDPR.