

LEARN Global Ltd. - Data Processing Agreement

This Data Processing Agreement (“Agreement“) forms part of the Contract for Services (“Principal Agreement“) between _____ (the “User”) and **LEARN GLOBAL LTD.** (the “Data Processor”) (together as the “Parties”)

WHEREAS

- (A) The User acts as a Data Controller.
- (B) The User wishes to subcontract certain Services, which imply the processing of personal data, to the Data Processor.
- (C) The Parties seek to implement a data processing agreement that complies with the requirements of the current legal framework in relation to data processing and with the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).
- (D) The Parties wish to lay down their rights and obligations.

IT IS AGREED AS FOLLOWS:

1. Definitions and Interpretation

- 1.1 Unless otherwise defined herein, capitalised terms and expressions used in this Agreement shall have the following meaning:
 - 1.1.1 “Agreement” means this Data Processing Agreement and all Schedules;
 - 1.1.2 “User Personal Data” means any Personal Data Processed by a Contracted Processor on behalf of User pursuant to or in connection with the Principal Agreement;
 - 1.1.3 “Contracted Processor” means a Subprocessor;
 - 1.1.4 “Data Protection Laws” means EU Data Protection Laws and, to the extent applicable, the data protection or privacy laws of any other country;
 - 1.1.5 “EEA” means the European Economic Area;
 - 1.1.6 “EU Data Protection Laws” means EU Directive 95/46/EC, as transposed into domestic legislation of each Member State and as amended, replaced or superseded from time to time, including by the GDPR and laws implementing or supplementing the GDPR;
 - 1.1.7 “GDPR” means EU General Data Protection Regulation 2016/679;
 - 1.1.8 “Data Transfer” means:
 - 1.1.8.1 a transfer of User Personal Data from the User to a Contracted Processor; or
 - 1.1.8.2 an onward transfer of User Personal Data from a Contracted Processor to a Subcontracted Processor, or between two establishments of a Contracted Processor, in each case, where such transfer would be prohibited by Data Protection Laws (or by the terms of data transfer agreements put in place to address the data transfer restrictions of Data Protection Laws);
 - 1.1.9 “Services” means the services the User provides.
 - 1.1.10 “Subprocessor” means any person appointed by or on behalf of Processor to process Personal Data on behalf of the User in connection with the Agreement.
- 1.2 The terms, “Commission”, “Controller”, “Data Subject”, “Member State”, “Personal Data”, “Personal Data Breach”, “Processing” and “Supervisory Authority” shall have the same meaning as in the GDPR, and their cognate terms shall be construed accordingly.

2. Processing of User Personal Data

- 2.1 Processor shall:
 - 2.1.1 comply with all applicable Data Protection Laws in the Processing of User Personal Data; and
 - 2.1.2 not Process User Personal Data other than on the relevant User’s documented instructions.
- 2.2 The User instructs Processor to process User Personal Data.

3. Processor Personnel

Processor shall take reasonable steps to ensure the reliability of any employee, agent or contractor of any Contracted Processor who may have access to the User Personal Data, ensuring in each case that access is strictly limited to those individuals who need to know / access the relevant User Personal Data, as strictly necessary for the purposes of the Principal Agreement, and to comply with Applicable Laws in the context of that individual's duties to the Contracted Processor, ensuring that all such individuals are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.

4. Security

4.1 Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Processor shall in relation to the User Personal Data implement appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1) of the GDPR.

4.2 In assessing the appropriate level of security, Processor shall take account in particular of the risks that are presented by Processing, in particular from a Personal Data Breach.

5. Subprocessing

5.1 Processor shall not appoint (or disclose any User Personal Data to) any Subprocessor unless required or authorised by User.

6. Data Subject Rights

6.1 Taking into account the nature of the Processing, Processor shall assist the User by implementing appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the User obligations, as reasonably understood by User, to respond to requests to exercise Data Subject rights under the Data Protection Laws.

6.2 Processor shall:

6.2.1 promptly notify User if it receives a request from a Data Subject under any Data Protection Law in respect of User Personal Data; and

6.2.2 ensure that it does not respond to that request except on the documented instructions of User or as required by Applicable Laws to which the Processor is subject, in which case Processor shall to the extent permitted by Applicable Laws inform User of that legal requirement before the Contracted Processor responds to the request.

7. Personal Data Breach

7.1 Processor shall notify User without undue delay upon Processor becoming aware of a Personal Data Breach affecting User Personal Data, providing User with sufficient information to allow the User to meet any obligations to report or inform Data Subjects of the Personal Data Breach under the Data Protection Laws.

7.2 Processor shall co-operate with the User and take reasonable commercial steps as are directed by User to assist in the investigation, mitigation and remediation of each such Personal Data Breach.

8. Data Protection Impact Assessment and Prior Consultation Processor shall provide reasonable assistance to the User with any data protection impact assessments, and prior consultations with Supervising Authorities or other competent data privacy authorities, which User reasonably considers to be required by article 35 or 36 of the GDPR or equivalent provisions of any other Data Protection Law, in each case solely in relation to Processing of User Personal Data by, and taking into account the nature of the Processing and information available to, the Contracted Processors.

9. Deletion or return of User Personal Data

9.1 Subject to this section 9 Processor shall promptly and in any event within 10 business days of the date of cessation of any Services involving the Processing of User Personal Data (the “Cessation Date”), delete and procure the deletion of all copies of those User Personal Data.

10. Audit rights

10.1 Subject to this section 10, Processor shall make available to the User on request all information necessary to demonstrate compliance with this Agreement, and shall allow for and contribute to audits, including inspections, by the User or an auditor mandated by the User in relation to the Processing of the User Personal Data by the Contracted Processors.

10.2 Information and audit rights of the User only arise under section 10.1 to the extent that the Agreement does not otherwise give them information and audit rights meeting the relevant requirements of Data Protection Law.

11. Data Transfer

11.1 The Processor may not transfer or authorise the transfer of Data to countries outside the EU and/or the European Economic Area (EEA) without the prior written consent of the User. If personal data processed under this Agreement is transferred from a country within the European Economic Area to a country outside the European Economic Area, the Parties shall ensure that the personal data are adequately protected. To achieve this, the Parties shall, unless agreed otherwise, rely on EU approved standard contractual clauses for the transfer of personal data.

12. General Terms

12.1 Confidentiality. Each Party must keep this Agreement and information it receives about the other Party and its business in connection with this Agreement (“Confidential Information”) confidential and must not use or disclose that Confidential Information without the prior written consent of the other Party except to the extent that:

- (a) disclosure is required by law;
- (b) the relevant information is already in the public domain.

12.2 Notices. All notices and communications given under this Agreement must be in writing and will be delivered personally, sent by post or sent by email to the address or email address set out in the heading of this Agreement at such other address as notified from time to time by the Parties changing address.

13. Governing Law and Jurisdiction

13.1 This Agreement is governed by the laws of Northern Ireland.

13.2 Any dispute arising in connection with this Agreement, which the Parties will not be able to resolve amicably, will be submitted to the exclusive jurisdiction of the courts of Northern Ireland, subject to possible appeal.

IN WITNESS WHEREOF, this Agreement is entered into with effect from the date first set out below.

User
Signature _____

Name _____

Title _____

Date Signed/...../.....

Processor
Signature _____

Name _____

Title _____

Date Signed/...../.....

