This checklist helps UW departments and units inventory the presence of various terms and conditions in a third-party controller-supplied agreement. Please note that this checklist is not designed for evaluating:

* the sufficiency of terms and conditions when UW is a processor (i.e., whether the precise term in your agreement is legally sufficient or a “good” or “bad” deal); or
* terms and conditions when UW is a Controller and the Personal Data Processing Agreement is required.

This checklist does not constitute legal advice.

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| --- | --- | --- |
| **EU GDPR Requirement** | **Addressed in Agreement?** | **Agreement Citation** |
| 1. **Details about the processing:**
 |
| 1. Subject matter of the processing
 |  |  |
| 1. Duration of the processing
 |  |  |
| 1. Nature and purpose of the processing
 |  |  |
| 1. Types of personal data to be processed
 |  |  |
| 1. Categories of data subjects
 |  |  |
| 1. **Terms and conditions establishing that UW will:**
 |
| 1. Only act on the controller’s documented instructions (unless otherwise required by law)
 |  |  |
| 1. Only transfer personal data to a third country or international organization upon written instructions from the controller
 |  |  |
| 1. Ensure that the individuals who will engage in processing are committed to confidentiality
 |  |  |
| 1. Take appropriate measures to ensure the technical, physical, and administrative security of personal data to be processed
 |  |  |
| 1. Only engage a sub-processor with the controller’s prior approval and with the same data protection obligations as those that appear in the agreement between UW and the controller, including, to the extent allowed by law, the processor’s liability to the controller for the performance of the sub-processor’s obligations
 |  |  |
| 1. As appropriate given the nature of the processing and the information available to the UW, assist the controller in meeting its EU GDPR obligations relating to security, data breaches, data protection impact assessments, and prior consultations with supervisory authorities
 |  |  |
| 1. At the controller’s choice, delete or return all personal data to the controller at the end of the processing and also delete any existing copies of personal data in UW’s possession unless otherwise required by law (i.e., records retention obligations)
 |  |  |
| 1. Provide the controller with whatever information it reasonably needs to ensure both parties are meeting their EU GDPR obligations or to contribute to an audit or inspection conducted by the controller or another regulator mandated by the controller
 |  |  |
| 1. Immediately notify the controller if it believes an instruction violates EU GDPR
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