This Privacy Impact Assessment (PIA) is intended to help UW units make informed decisions about a third party’s proposed modifications to the DPA by documenting and assessing if and how the modifications:

* Impact individuals’ privacy; and/or
* Introduce risk for the UW.

The UW Privacy Office does not recommend modifying or negotiating the DPA unless your UW unit has or engages with individuals with appropriate privacy or legal expertise. If you have questions about the DPA or using this PIA, you may request assistance from the UW Privacy Office through its DPA Support Request Form.

INSTRUCTIONS

Begin by providing information about you UW unit’s roles and responsibilities as well as the third party in Steps 1 and 2. Then complete Steps 3 through 6 in the pages to follow. Be as clear and concise in your responses as needed for the appropriate individual(s) in your UW unit to make informed decisions about proposed modification(s) to the DPA. You may write “N/A” in any of the sections below for which the third party has not proposed modification.

STEP 1: ESTABLISH ROLES AND RESPONSIBILITIES

Identify and document who in your UW unit will:

Complete the Privacy Impact Assessment for DPA Modifications: [insert Name and Title]

Be responsible for the risks, compliance obligations, budgets, and financial costs associated with privacy, including making decisions about DPA-related risks: [insert Name and Title]

STEP 2: THIRD PARTY INFORMATION

UW Unit: [insert Name]

Third Party: [insert Name]

Third Party Product, Service, or Activity: [insert name of product, service or activity]

Name of Underlying Agreement with Third Party: [insert name of underlying agreement with third party]

Desired DPA Finalization Date: [insert month day, year]

| STEP 3:  DESCRIBE PROPOSED MODIFICATION(S) TO DPA | STEP 4:  DESCRIBE IMPACTS TO INDIVIDUALS’ PRIVACY | STEP 5:  DESCRIBE RISKS TO UW | STEP 6:  DOCUMENT DECISION ABOUT MODIFICATION(S) TO DPA |
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| 1. **Introduction, Parties and Effective Date**   Creates clarity as to the contracting parties and the role of the DPA in the larger contracting relationship. | | | |
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| 1. **Definitions**   Gives meaning to terms that help UW articulate its privacy expectations, consolidate varying definitions in applicable laws, and address an evolving privacy landscape. | | | |
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| 1. **Standard of Care**   Articulates a third party’s accountability for quality and sufficient personal data protection practices. | | | |
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| 1. **Purpose and Limits of Data Processing**   Establishes that personal data may only be used to fulfill the specific purpose for which UW engaged a third party; prohibits a third party’s secondary use of personal data; and establishes UW’s control of lawfulness, notice, and consent determinations. | | | |
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| 1. **Non-Disclosure and Data Requests**   Requires a third party to keep personal data confidential and to assist UW in responding to individuals who exercise legal rights relating to their personal data (such as access, correction, limitation of use, erasure, etc.) | | | |
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| 1. **Compliance and Data Transfers**   Helps ensure that the third party is aware of and adheres to the legal and regulatory requirements that relate to the University Personal Data that is processed by the third party on UW’s behalf. Also establishes a mechanism for cross-border data transfers from the European Economic Area and Switzerland to the United States. | | | |
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| 1. **Safeguarding Data**   Requires a third party to implement appropriate administrative, technical, and physical security measures to protect personal data. | | | |
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| 1. **Data Breach Response**   Articulates how a third party should respond if it experiences a data breach. Also enables UW to determine how to best manage its compliance obligations and its communications with and/or support to individuals who entrusted UW with their personal data. | | | |
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| 1. **Disposition of University Personal Data Upon Termination or Fulfillment of Purpose**   Enables UW to determine what happens to personal data when it is no longer needed for data processing by the third party or when the underlying agreement (ex. a service contract) comes to an end. | | | |
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| 1. **General Terms**   Creates contractual mechanisms to maintain the integrity of the DPA and clarify aspects of its use. | | | |
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| **Description of Data Processing Exhibit**  Requires the parties to the DPA to articulate certain details such as why personal data will undergo data processing; what data processing activities will take place; and what specific personal data will undergo data processing. | | | |
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