

# INTERNAL DATA PROCESSING MEMORANDUM OF UNDERSTANDING

This Internal Data Processing Memorandum of Understanding (“MOU”) is entered into between the University of Washington (“UW”) [name of UW Unit or governance group\*], the Controller, and UW [name of UW Unit\*], the Processor, effective as of the date of the last signature below.

## DESCRIPTION OF DATA PROCESSING

* 1. NATURE AND PURPOSE OF DATA PROCESSING. Data are being shared and processing will only occur for the following limited purpose: [Describe the purpose such as the UW Unit’s specific objectives that will be fulfilled through the Data Processing\*]

This Data Processing falls under the priority descriptor with an “X” in the applicable priority column in the below table. Where relevant, requests and/or approvals should be attached.

| Applicable Priority\* | Priority Level | Description of Priority |
| --- | --- | --- |
|  | 1 | Urgent and required, for an immediate health and safety issue or a time-sensitive issue relating to multiple UW departments or units (i.e., an issue with UW-wide impacts). |
|  | 2 | Required to respond to an official or legal request such as legislative or regulator request, or a subpoena, discovery request, court order, or other legal request. Attach request. |
|  | 3 | Required to respond to a request from the labor union. Attach the official request received directly from the union. |
|  | 4 | Required, recurring, and/or mandated reporting to federal or state government. |
|  | 5 | Required for an essential University initiative. |
|  | 6 | Desired, but not required for an essential UW teaching, learning, or business process. |
|  | 7 | UW research approved by an IRB. Attach the proposal that was approved by the IRB and the IRB approval. |
|  | 8 | Other [description if applicable\*] |

* 1. CATEGORIES OF DATA SUBJECTS. [List the categories of Data Subjects about whom Personal Data relates (e.g., currently enrolled undergraduate students, prospective academic personnel, alumni who have donated to the UW between 2008-2018, etc.)\*]
  2. TYPES OF PERSONAL DATA. [ List the Personal Data elements that will undergo Data Processing including any Special Categories of Personal Data elements\*]
  3. METHOD(S) OF DATA SHARING. [Describe how the data will be sent from the Controller to the Processor and any specific security protections that will be in place upon sending\*]
  4. PROCESSOR’S USERS OF DATA. [List the individuals or describe population or groups of individuals at the UW Unit who will perform Data Processing\*]
  5. SUB-PROCESSORS. [List the Sub-Processors here\*]

## DEFINITIONS

* 1. “Controller” refers to the person or entity that determines the purpose and means for Data Processing.
  2. “Processor” refers to the person or entity that performs Data Processing on behalf of the Controller, or is receiving the data from the Controller for processing covered by this MOU.
  3. “Personal Data” means any records or information relating to an identified or identifiable natural person, such as name, identification number, location data, online identifiers, or factor(s) specific to physical, physiological, genetic, mental, economic, cultural, or social identity or characteristics, or is identified as personally identifiable data (or a similar term) by any applicable law.
  4. “Data Processing” or “Processing” means any operation(s) performed on Personal Data, whether or not by automated means, such as collection, recording, organization, storage, adaptation, alteration, retrieval, consultation, access, use, disclosure by transmission, dissemination, combination, restriction or destruction.
  5. “Data Subject” means the individual who is the subject of the data.
  6. “Data Subject Request” means a request, from the individual who is the subject of the data, to exercise rights available under any applicable law with respect to Personal Data.
  7. “Data Breach” means any technical or physical incident or set of circumstances that leads to the unauthorized, accidental, or unlawful access to, or destruction, loss, alteration, or disclosure of, Personal Data.
  8. “IRB” refers to the Institutional Review Board that reviewed and approved the research and provided a waiver of authorization, to the extent required under applicable laws and/or UW Medicine Patient Information Privacy Policies.

## STANDARD OF CARE

Any and all Data Processing shall be conducted by personnel who (a) are performing Data Processing as part of their official job duties at the UW, (b) have read and understand the UW privacy and data protection policies at [privacy.uw.edu](http://privacy.uw.edu), and (c) are sufficiently experienced to use reasonable care commensurate with the data and UW policies and practices to comply with this MOU.

## PURPOSE AND LIMITS OF DATA PROCESSING

* 1. This MOU provides a comprehensive and cohesive understanding of the Data Processing by the Processor for the purpose of fulfilling official UW job duties. The Processor agrees to only perform Data Processing for the limited purpose described in Section 1. Description of Data Processing (the “Purpose”) and not engage in any secondary or supplemental use of Personal Data beyond the Purpose. The Processor agrees to limit Personal Data to the minimum data necessary to fulfill the Purpose.
  2. The Processor agrees not to publish the Personal Data to public domains or to internal domains where access of the Personal Data extends beyond the personnel or appointees in the Processor’s UW Unit who need to know such data to perform their official job duties at the UW.
  3. When the Controller or the UW reasonably deems necessary to meet its own requirements and/or applicable laws, the Controller may make reasonable changes to the Data Processing by amending this MOU.
  4. For Data Processing that a) is not UW research approved by an IRB, or b) is UW research that is subject to laws and regulations other than the Code of Federal Regulations related to human subject research, the Controller and the University Privacy Officer shall jointly determine (a) the lawfulness of the Data Processing as required by certain laws and regulations, and (b) the necessity of any privacy notice to and/or solicitation of consent from individuals whose Personal Data will undergo Data Processing in relation to the Purpose.
  5. Personal Data shall not be disclosed by the Processor (including Processor’s direct reports, or anyone acting on behalf of the Processor) to a UW Unit that is not a party to this MOU, to any Third Party, or to any Sub-Processor unless such disclosure is required by applicable law or the Controller grants permission. If Processor receives a request for the data covered by this agreement from another UW unit, the Processor shall refer the other UW Unit to the Controller.

## COMPLIANCE WITH UW POLICIES & PROCEDURES

Processor shall follow UW policies and procedures related to the data covered by this MOU, including but not limited to those specifically mentioned below.

* 1. LEGAL REQUESTS. Processor shall follow UW policies and procedures when responding to any legal request (e.g., public records request, subpoena, discovery request, court order) involving the data covered by this MOU. Processor shall also notify Controller of the request, unless specifically prohibited by law from doing so.
  2. DATA SUBJECT REQUESTS. Processor shall follow the Data Subject Request Process on the Privacy Office website <https://privacy.uw.edu/design/data-subject/> when responding to Data Subject Requests.
  3. DATA PROTECTION. The Processor’s measures for protecting Personal Data shall (a) meet or exceed compliance with UW policies for safeguarding Personal Data, and (b) be based on the concepts of Privacy by Design and by default. Taking into consideration the state of the art, costs of implementation and the nature, scope, context and purposes of the Data Processing, the likelihood and potential severity of risks to the rights and freedoms of natural persons, and the risk of Data Breach, the Processor agrees to implement technical, physical, and administrative measures appropriate to such risks. More information on potential appropriate data protection measures can be found on the Privacy Office’s website at [privacy.uw.edu](http://privacy.uw.edu/) and on the Office of the Chief Information Security Officer’s website at [ciso.uw.edu](http://ciso.uw.edu/).
  4. DATA BREACH. Processor shall notify the UW Privacy Office at <https://privacy.uw.edu/report/> in the event of any potential, suspected, or confirmed Data Breach.
  5. RECORDS RETENTION AND DISPOSITION. Processor will identify the appropriate data retention schedule(s) and manage data retention of data in accordance with that schedule. Processor will purge Personal Data at the end of the applicable retention schedule.
  6. RE-IDENTIFICATION. If data are de-identified or pseudonymized, as defined at <https://privacy.uw.edu/education/glossary/>, Processor agrees not to: a) attempt to re-identify the Anonymized, De-identified, or Pseudonymized Data or information contained in the data, either directly or indirectly through linking with other sources of information, and b) contact any individuals who are the subject of the data, or c) disclose individual Data Subject results when or if the data are presented or published.

## ADDITIONAL CAVEATS FROM UW CONTROLLER

* 1. [Reserved for UW Controller\*]

### ENTIRE MOU. With respect to the data covered in this MOU, this MOU represents the entire agreement between the parties, and supersedes and replaces all prior agreements, memorandums, understandings, commitments, communications, and representations made between the parties whether written or oral.

|  |  |
| --- | --- |
| UW CONTROLLER  Signature: | UW PROCESSOR  Signature: |
| [Name and Title\*] | [Name and Title] |
| Date: | Date: |
| PRIMARY CONTACT  (IF DIFFERENT THAN ABOVE)  [Name and Title\*] | PRIMARY CONTACT  (IF DIFFERENT THAN ABOVE)  [Name and Title\*] |
| [email\*] | [email\*] |
| [Phone\*] | [Phone\*] |