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| **UNIVERSITE DE BORDEAUX**  35 place Pey Berland 33000 BORDEAUX |
| ANNEXE 3 AE : RGPD  **Appendix : Subcontracting and protection of personal data** |
| **Marché n° 2025-058** |
| In the provisions below, it is expressly understood that:  - The data controller (RT) corresponds to the contracting authority of the University of Bordeaux  - The subcontractor (ST) corresponds to the contract holder.  **The signatory of this appendix must have the legal capacity to bind his company.** |

I, the undersigned …representing the company … in the capacity of …..,

undertake, if the performance of the services is entrusted to me, to comply with the obligation of confidentiality and protection of personal data specified in article 2.12 of the SSS.

In this respect, I undertake :

- To take all necessary measures to ensure that confidential information, documents or elements are not disclosed to a third party who has no need to know. Any information, document, data or concept of which I may become aware in the course of this contract will be considered strictly confidential.

- Not to use the documents or information entrusted to me for purposes other than those set out in the contract.

- To comply with the obligation to return and destroy the documents referred to in article 2.12 of the SSS.

- To comply with the obligation to delete personal data in accordance with all legal obligations in force.

I acknowledge :

- That this obligation of professional discretion and confidentiality applies in the same terms and with the same consequences to any agents of mine, whether third parties or employees of the company I represent.

- That failure to comply with this obligation may justify termination of the contract to the detriment of the company I represent, without prejudice to any legal action.

**I - Purpose**

The purpose of these clauses is to define the conditions under which the processor undertakes to carry out the personal data processing operations defined below on behalf of the data controller.

In the context of their contractual relationship, the parties undertake to comply with the regulations in force applicable to the processing of personal data and, in particular, Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016 applicable as of May 25, 2018 (hereinafter, “**the European Data Protection Regulation**”).

**II - Description of the processing subject to subcontracting**

The subcontractor is authorized to process on behalf of the data controller the personal data necessary to provide the following service(s) :

- right to use personal data necessary for the coding and labeling of all data delivered to the data controller as part of the contracted data collection activities.

The nature of the operations carried out on the data is the statistical processing of the data [

The purpose(s) of the processing are [for research purposes mobilizing household and community surveys, the collection of which is contractually agreed with the subcontractor.

The personal data processed are identity, age, family situation, level of education, economic situation, professional activity, location data. This will also depend on the needs of the study, and such data will be specified for each of them.

**III - Duration of the contract**

This contract comes into force on notification of each data collection contract, for a period of 48 months.

**IV - Subcontractor's obligations towards the controller**

The subcontractor undertakes to:

**1.** Process **data solely for the sole purpose(s)** for which it has been subcontracted.

**2.** **Guarantee the confidentiality** of personal data processed under the present contract.

**3.** Ensure that persons **authorized to process personal data under this contract** :

- undertake to respect confidentiality or are subject to an appropriate legal obligation of confidentiality;

- receive the necessary training in the protection of personal data;

**4.** Take into account, with regard to its tools, products, applications or services, **the principles of data protection by design** and **data protection by default**.

**5.** **Subcontracting** : The processor may call upon another processor (hereinafter referred to as “the further processor”) to carry out specific processing activities. In this case, it shall inform the controller in advance and in writing of any changes envisaged concerning the addition or replacement of other subcontractors. This information must clearly indicate the processing activities subcontracted, the identity and contact details of the subcontractor and the dates of the subcontracting contract. The data controller has a minimum of 15 days from the date of receipt of this information to present any objections. Subcontracting may only be carried out if the data controller has not raised any objections within the agreed period.

The subsequent processor is required to comply with the obligations of this contract on behalf of and in accordance with the instructions of the controller. It is the responsibility of the original processor to ensure that the subsequent processor presents the same sufficient guarantees regarding the implementation of appropriate technical and organizational measures so that the processing meets the requirements of the European Data Protection Regulation. If the subsequent processor fails to meet its data protection obligations, the original processor remains fully liable to the controller for the other processor's performance of its obligations.

**6. Exercise of data subjects' rights**

Wherever possible, the processor must help the data controller fulfill its obligation to comply with requests to exercise data subjects' rights: right of access, rectification, erasure and objection, right to restrict processing, right to data portability, right not to be subject to an automated individual decision (including profiling).

Choose one of the two options:

☐ Option A

Where data subjects make requests to the processor to exercise their rights, the processor must address such requests upon receipt by e-mail to [...] (indicate a contact within the controller).

☒ Option B

The processor must respond, in the name and on behalf of the controller and within the time limits set out in the European Data Protection Regulation, to requests from data subjects in the event of the exercise of their rights, with regard to the data that is the subject of the subcontracting provided for in this contract.

**7. Notification of personal data breaches**

The processor shall notify the controller of any personal data breach within a maximum of 72 hours of becoming aware of it, by the following means: informs the controller in advance and in writing. This notification is accompanied by any useful documentation to enable the controller, if necessary, to notify the breach to the competent supervisory authority.

With the consent of the controller, the processor notifies the competent supervisory authority (Cnil), in the name and on behalf of the controller, of personal data breaches as soon as possible and, if possible, no later than 72 hours after becoming aware of them, unless the breach in question is unlikely to give rise to a risk to the rights and freedoms of natural persons.

The notification shall contain at least:

* a description of the nature of the personal data breach, including, if possible, the categories and approximate number of persons affected by the breach, and the categories and approximate number of personal data records affected;
* the name and contact details of the Data Protection Officer or other point of contact from whom further information can be obtained
* a description of the likely consequences of the personal data breach;
* a description of the measures taken or proposed to be taken by the controller to remedy the personal data breach, including, where appropriate, measures to mitigate any negative consequences.

If and insofar as it is not possible to provide all this information at the same time, the information may be communicated in instalments without undue delay.

With the consent of the controller, the processor shall, in the name and on behalf of the controller, communicate the personal data breach to the data subject as soon as possible, where the breach is likely to result in a high risk to the rights and freedoms of an individual.

The communication to the data subject describes, in clear and simple terms, the nature of the personal data breach and contains at least:

* a description of the nature of the personal data breach, including, if possible, the categories and approximate number of persons affected by the breach, and the categories and approximate number of personal data records affected;
* the name and contact details of the data protection officer or other point of contact from whom further information can be obtained;
* a description of the likely consequences of the personal data breach;
* a description of the measures taken or proposed to be taken by the controller to remedy the personal data breach, including, where appropriate, measures to mitigate any negative consequences.

**8. The processor assists the controller in complying with its obligations**

The processor assists the controller in carrying out data protection impact assessments.

The processor assists the controller in carrying out prior consultation with the supervisory authority.

**9. Security measures**

The subcontractor undertakes to implement the following security measures:

* Pseudonymization and encryption of personal data;
* Means to guarantee the confidentiality, integrity, availability and resilience of processing systems and services at all times;
* Means for restoring availability and access to personal data within an appropriate timeframe in the event of a physical or technical incident;
* A procedure for regularly testing, analyzing and evaluating the effectiveness of technical and

**10. Fate of data**

On completion of the services relating to the processing of such data, the processor undertakes to return all personal data to the controller.

The return must be accompanied by the destruction of all existing copies in the processor's information systems. Once destroyed, **the subcontractor must justify the destruction in writing**.

**11. Data Protection Officer**

The processor shall provide the controller with **the name and contact details of its data protection officer, if it has appointed** one in accordance with Article 37 of the European Data Protection Regulation.

**12. Register of categories of processing activities**

The processor declares that it keeps a written register of all categories of processing activities carried out on behalf of the controller, including:

* the name and contact details of the controller on whose behalf it is acting, of any subcontractors and, where applicable, of the data protection officer;
* the categories of processing carried out on behalf of the data controller;
* where applicable, transfers of personal data to a third country or to an international organization, including identification of the third country or international organization and, in the case of transfers referred to in the second subparagraph of Article 49(1) of the European Data Protection Regulation, documents attesting to the existence of appropriate safeguards;
* as far as possible, a general description of technical and organizational security measures, including inter alia, as appropriate:
* pseudonymization and encryption of personal data;
* means of guaranteeing the constant confidentiality, integrity, availability and resilience of processing systems and services;
* means of restoring the availability of and access to personal data within appropriate timescales in the event of a physical or technical incident;
* a procedure for regularly testing, analyzing and evaluating the effectiveness of technical and organizational measures to ensure the security of processing.

**13. Documentation**

Le sous-traitant met à la disposition du responsable de traitement **la documentation nécessaire pour démontrer le respect de toutes ses obligations** et pour permettre la réalisation d’audits, y compris des inspections, par le responsable du traitement ou un autre auditeur qu’il a mandaté, et contribuer à ces audits.

**13. Documentation**

The processor shall make available to the controller the documentation necessary to demonstrate compliance with all its obligations and to allow audits, including inspections, to be carried out by the controller or another auditor appointed by it, and to contribute to such audits.

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| **Company stamp** | **Name and signature of person authorized to bind the company** |
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