

**AGREEMENT TO COMMISSION THE PROCESSING OF PERSONAL DATA  
RELATING TO SERVICES PROVIDED BY REDIRIS**

**BY AND  
BETWEEN**

ON THE ONE HAND, Mr JESÚS HERRERO POZA, acting in his capacity as General Manager of the Public Business Entity Red.es, M.P., (hereinafter, “Red.es”), with registered office at Plaza Manuel Gómez Moreno s/n, Edificio Bronce, 28020 Madrid, and tax identification number Q-2891006-E, empowered to perform this act by virtue of the authority vested in it in accordance with the provisions of Article 14.1 a) of Royal Decree 164/2002, of 8 February, which approves the Articles of Association of the public business entity Red.es.

AND, ON THE OTHER HAND, Mr XXXXXXXX XXXXXXXX, who acts in his capacity as a XXXXXXXX XXXXXXXX of XXXXXXXX as an Entity affiliated to RedIRIS and applicant for its services, who shall be considered as the “Data Controller” or “Affiliated Institution”.

**DECLARE**

- I. That the Parties have entered into an Affiliation Agreement for the provision of ICT services provided by RedIRIS to Spanish academic and scientific organisations; and that this processing order agreement forms part, as an annex, of the said Affiliation Agreement. In order to provide these RedIRIS services, Red.es, as the entity to which the competence of RedIRIS has been delegated, must collect or access personal data for which the affiliated institution is responsible.
- II. In accordance with the provisions of Article 28 of Regulation (EU) 2016/679 (“GDPR”), the Affiliated Institution, as controller (the “Data Controller”), and Red.es, as processor (the “Data Processor”), have agreed to enter into this agreement for the processing of personal data (the “Agreement”), which shall be governed by the following

## CLAUSES

### 1. PURPOSE OF THE PROCESSING ORDER

The purpose of this Agreement is to regulate access to the personal data for which the affiliated institution is responsible on the part of Red.es for the provision of the services indicated in the catalogue of services provided by RedIRIS under the Affiliation Agreement signed by the parties.

The services may consist of any of those contained in the RedIRIS catalogue of services, available at [http://www.rediris.es/servicios/serv\\_alfab.html.es](http://www.rediris.es/servicios/serv_alfab.html.es), each of these services being governed by its corresponding “Conditions of Use”, which will be added as an Annex, with the corresponding order number, to this Agreement as the acceptance of said Conditions of Use occurs. These documents regulate the technical characteristics of the RedIRIS Services, including, by way of example, the following:

- 1.1 Connectivity Services:**
  - 1.1.1 Access to the Global Internet.
  - 1.1.2 Network incident management: IRIS-NOC
  - 1.1.3 Academic and research Internet.
  - 1.1.4 IP addressing service.
  - 1.1.5 Multicast content distribution service.
  - 1.1.6 Equipment time synchronisation service:  
NTP.
  - 1.1.7 DNS service.
  - 1.1.8 Ipv6 service.
- 1.2 Technical support for institutions:**
  - 1.2.1 Advice.
  - 1.2.2 Network monitoring tools.
  - 1.2.3 Services panel.

- 1.3 Self-service distribution lists**
  - 1.3.1 Autolist.
  
- 1.4 Digital identity:**
  - 1.4.1 Digital certificates: TCS.
  - 1.4.2 Identity Federation
  - 1.4.3 IRIS-SARA.
  - 1.4.4 Registration of identifiers: RID.
  - 1.4.5 Identity service for e-Science: pkirisgrid.
  - 1.4.6 PGP key server: Keyserver.
  
- 1.5 Private networks:**
  - 1.5.1 Optical circuits: Lightpaths.
  - 1.5.2 Virtual circuits: VPN L2.
  
- 1.6 Dissemination**
  
- 1.7 Mobility:**
  - 1.7.1 Eduroam
  
- 1.8 Data transfer**
  - 1.8.1 Filesender.
  - 1.8.2 Data Transfer for Science.
  
- 1.9 Cloud**
  - 1.9.1 GÉANT IaaS Framework
  - 1.9.2 Other cooperation agreements with providers
  - 1.9.3 IrisMail (in testing phase)
  
- 1.10 Security**
  - 1.10.1 Unified anti-spam filtering service (Washer).
  - 1.10.2 Security incident management: IRIS-CERT.
  - 1.10.3 Denial of service attack mitigation service - DDoS.

1.10.4 Security Incident Management – INCIBE.

**1.11 Collaboration**

1.11.1 Collaborative repository: BSCW.

1.11.2 Repository of replicas: FTP.

1.11.3 Distribution lists service: LISTSERV.

The processing shall include, but not be limited to, collection, structuring, storage, consultation, collation, communication, erasure and any other processing necessary for the provision of the service concerned.

**2. IDENTIFICATION OF THE INFORMATION CONCERNED**

For the provision of the services derived from the fulfilment of the object of this assignment, the Data Controller will make available to the Data Processor the information necessary for the provision of RedIRIS services, usually data on employees or users, consisting of name and surname, user name and position, as well as partners, service providers or visitors who are recipients of the services of the affiliated institution.

**3. DURATION**

The duration of the Agreement shall be that stipulated in the Affiliation Agreement and determined by the acceptance and fulfilment of the conditions of use of the different services.

Upon completion of the service, the personal data must be returned by the Data Processor to the Data Controller, as well as any support or document containing any personal data subject to processing, in accordance with the terms set out in this Agreement.

The return must entail the complete deletion of the existing data on the computer equipment used by the Data Processor. However, the Data Processor may keep a copy, with the data duly blocked, for as long as liabilities may arise from the performance of the service.

## **4. OBLIGATIONS OF THE DATA PROCESSOR**

### **4.1 Obligation to use the data only for the purpose for which it was commissioned and on the instructions of the Data Controller**

The Data Processor is obliged to use the personal data that are the subject of the processing, or that it collects for inclusion, only for the purpose for which the data were collected. Under no circumstances may it apply or use them for its own purposes or for any purpose other than those set out in this Agreement.

The Data Processor shall process the data in accordance with the instructions of the Data Controller. If the Data Processor considers that any of the instructions violate the GDPR or any other applicable data protection provisions, the Data Processor shall immediately inform the Data Controller.

### **4.2 Recording of processing activities on behalf of the Data Controller**

The Data Processor shall keep a written record of all categories of processing activities carried out on behalf of the Data Controller, containing at least the content of Article 30 GDPR.

### **4.3 Data transfer and assignment**

The Data Processor will not communicate the data to third parties, except with the express authorisation of the Data Controller, in legally admissible cases, and only for the provision of the services offered.

The Data Processor may communicate the data to other processors of the same Data Controller, in accordance with the latter's instructions. In this case, the Data Controller shall identify, in advance and in writing, the entity to which the data must be communicated, the data to be communicated and the security measures to be applied in order to proceed with the communication.

If the Data Processor is required by applicable law to transfer personal data to a third country, it shall inform the Data Controller of this requirement in advance, unless such law prohibits it for important reasons of public interest.

#### **4.4 Subcontracting**

The Data Processor is authorised to subcontract with such firms as it deems appropriate to the extent necessary for the provision of the services covered by the Agreement.

In any case, the Data Processor shall only choose subcontractors that provide sufficient guarantees to implement appropriate technical and organisational measures, so that the processing is in compliance with the requirements of the GDPR and ensures the protection of the data subject's rights.

The subcontractor, who shall also have the status of processor, is also obliged to comply with the obligations set out in this Agreement for the Data Processor and the instructions issued by the Data Controller. It is up to the Data Processor to regulate the new relationship in such a way that the new processor is subject to the same conditions (instructions, obligations, security measures, etc.) and the same formal requirements as the former, with regard to the proper processing of personal data and the guarantee of the rights of the data subjects. In the event of non-compliance by the sub-processor, the Data Processor shall remain fully liable to the Data Controller for compliance with the obligations.

#### **4.5 Duty of secrecy, confidentiality and security**

The Data Processor is obliged to maintain the duty of secrecy with regard to the personal data to which it has access by virtue of this assignment, even after the end of such assignment.

The Data Controller shall ensure that the persons authorised to process personal data undertake, expressly and in writing, to respect confidentiality and to comply with the relevant security measures, of which they must be duly informed.

The Data Processor shall keep at the disposal of the Data Controller the documentation accrediting compliance with the obligation established in the previous section.

#### **4.6 Training**

The Data Processor shall ensure the necessary training in personal data protection for the persons authorised to process personal data on behalf of the Data Controller, as well as inform them about the content of the assignment and all other information relevant to the performance of the same.

#### **4.7 Duty to inform**

It is the responsibility of the Data Controller to provide the right to information at the time of data collection.

#### **4.8 Rights of the data subject**

When the data subjects exercise these rights with the Data Controller, the latter must inform the Data Protection Officer or the Data Protection Officer of the Affiliated Institution by email. The communication should be made as soon as possible, and in any case no later than the working day following receipt of the request, together, where appropriate, with other information that may be relevant to the outcome of such request.

#### **4.9 Security breaches**

The Data Processor shall notify the Data Controller, without undue delay, and in any event no later than 48 hours, and by email, and the Data Protection Officer of the Affiliated Entity, of any breaches of the security of the personal data under its responsibility of which it becomes aware, together with all relevant information for the documentation and communication of the incident. If sufficient information is available, the Data Processor shall provide, as a minimum, the points included in Article 33.3 GDPR.

#### 4.10 Assistance to the Data Controller

The Data Processor must support the Data Controller in:

- The carrying out of data protection impact assessments, where appropriate.
- The carrying out of prior consultations with the supervisory authority, where appropriate.

The Data Processor shall make available to the Data Controller all information necessary to demonstrate compliance with its obligations under the data protection law.

#### 4.11 Security measures

The Data Processor shall adopt the necessary technical and organisational measures to guarantee the security of the data in order to prevent the alteration, loss, processing or unauthorised access to the aforementioned personal data.

In particular, the Data Processor shall implement the security measures corresponding to those provided for in Annex II (Security measures) of Royal Decree 311/2022, of 3 May, which regulates the National Security Scheme in the field of Electronic Administration, and the security controls of the Information Security Management System based on the UNE-EN ISO/IEC 27001 Standard.

During the period of validity of the Agreement, these security measures must be adapted to the results of a Risk Analysis or, where appropriate, a Data Protection Impact Assessment, in accordance with Article 32 of the GDPR. Pending the completion of the risk assessment, the measures being applied in accordance with this Agreement shall apply residually.

#### 4.12 Data Protection Delegate

The Data Processor shall provide the contact details of its Data Protection Officer to the Data Controller.

## 5. SPECIFIC OBLIGATIONS ON THE PART OF THE DATA CONTROLLER

It is incumbent on the Data Controller to comply with this Agreement:

- i. Deliver to the Data Processor the data referred to in the second clause of this Agreement.
- ii. Conduct a personal data protection impact assessment of the processing operations to be carried out by the Data Processor, if necessary.
- iii. Carry out prior consultations as appropriate.
- iv. Ensure and provide support, prior to and throughout the processing, for compliance with the GDPR and the PDPL and its implementing regulations by the Data Processor.
- v. Obtain, prior to the delivery of the data to the Data Processor, sufficient legitimacy for the processing of the personal data of the data subjects.

## 6. RESPONSIBILITY

6.1. Without prejudice to the provisions of this Agreement and applicable law, the Data Processor shall be liable solely and exclusively for direct damages suffered by the Data Controller and directly caused by the actions, omissions or deviations from the instructions of the Data Processor in relation to the obligations stipulated in this Agreement or in the Law.

6.2. The Data Processor shall not be liable for direct and indirect damages caused by the due and proper fulfilment of the instructions issued by the Data Controller within the scope of the assignment, or by actions or omissions of the latter relating to the obligations set out in this Agreement or in the Law.

Without prejudice to the foregoing, the Data Controller undertakes to indemnify all costs, legal expenses, damages, fines, penalties and any other expenses incurred by the Data Processor in its defence in these proceedings or as a result thereof, and arising from actions or omissions on the part of the Data Controller or from the correct and due compliance with the instructions given by the latter within the framework of the present assignment.

6.3 The Data Processor shall not be liable for any problems, damages and/or losses caused by situations beyond its control or which could not have been foreseen by the Parties or which, although foreseeable, the Data Processor has made all reasonable efforts and implemented the relevant measures to avoid them or which are considered to be force majeure or an act of God.

6.4. The Data Processor is not involved in the creation, transmission or availability of the data provided by the Data Controller, and does not exercise any kind of prior control or guarantee the legality, infallibility or usefulness of the contents of the data or files transmitted, disseminated, stored, received, obtained, made available or accessible through or by means of the services provided by the Data Controller, and declines any liability that may arise therefrom.

## 7. IMPLEMENTATION OF THE PROVISIONS OF THE AGREEMENT

In all matters not expressly provided for in this Agreement, the provisions of the Affiliation Agreement, which the Parties expressly ratify and of which this Agreement forms an integral and inseparable part, shall apply.

In witness whereof, the Parties sign this Agreement in Madrid on the date indicated in the last electronic signature.

**FOR THE PUBLIC BUSINESS ENTITY RED.ES, M.P.**

**Sgd. JESÚS HERRERO POZA**

GENERAL MANAGER OF THE PUBLIC BUSINESS ENTITY RED.ES

**BY XXXXXXXXXXXXXXXX**

**Sgd. XXXXX XXXXXX**

XXXXXXXXXXXXXXXXXXXX