This Contract is made between Qualtrics, LLC and the Customer whose signature appears below. It appends the terms of an existing Agreement to satisfy the requirement of the GDPR Article 28, Section 3, that governs the processing of EU Personal Data.

“GDPR” means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (commonly known as the General Data Protection Regulation) and enforced as of May 25, 2018.

“Contract” means this Contract that will append existing Agreements for purposes of complying with the GDPR Article 28, Section 3.

“Customer” means you, a current Qualtrics customer that has paid all undisputed fees due and owing to Qualtrics and is otherwise in material compliance with the terms of the Agreement, as the Data Controller.

“Qualtrics” means Qualtrics, LLC, as the Data Processor.

“Party” means either the Customer and Qualtrics.

“Parties” means collectively the Customer and Qualtrics.

“Agreement” means, as between the Parties, either a Master Services Agreement (and referenced appendices, links, and addenda) or the Qualtrics terms of service (http://qualtrics.com/terms-of-service), whichever is applicable.

Capitalized terms not defined herein or in the Agreement means those specific definitions in the GDPR, Article 4.

Applicability of this Contract

In reviewing the current Agreement between the Parties, each Party believes that the current Agreement materially satisfies the majority of GDPR requirements. In addition, the GDPR falls within the scope of the applicable laws as referenced in the Agreement. However, to ensure compliance with GDPR, the following terms herein are appended to the Agreement.

Use of this Contract is voluntary and is meant to enable the Customer to comply with the Section 28, Section 3 obligation. If the Customer chooses to sign this Contract, it becomes a legally binding instrument.

Qualtrics Obligations

As between the Parties, and pertaining to Qualtrics as the Data Processor and the Customer as the Data Controller, Qualtrics shall:
• comply with applicable Articles in the GDPR;

• only process Personal Data per the Agreement or other Customer written instructions (unless required by law to act without such instructions);

• ensure that Qualtrics employees who may be in contact with Personal Data are properly vetted and have signed confidentiality agreements that include terms to ensure that all Customer’s Personal Data remain confidential;

• only transfer Personal Data to a Third Party with the prior consent of the Customer;

• to the extent any processing or sub-processing of Personal Data takes place in any country outside the EEA, ensure that the country provides an adequate level of protection as described in Article 45, and transferred with an appropriate mechanism such as the EU-U.S. Privacy Shield program;

• require that any sub-processor adhere to at least same security standards as Qualtrics does in relation to processing Personal Data;

• make available a list of sub-processors it uses to process Personal Data;

• send a notification to the Customer at least thirty (30) days in advance of any changes to sub-processors, and if the Customer has a reasonable objection to any new or replacement sub-processor, it shall notify Qualtrics in writing, and the Parties will seek to resolve the matter in good faith;

• provide reasonable assistance to Customer in responding to a Subject Access Request provided that Customer is unable to access their Qualtrics account;

• implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk, including: encrypting Personal Data; maintaining the ongoing confidentiality, integrity, availability and resilience of processing systems and services; having the ability to restore access to personal data in a timely manner in the event of a physical or technical incident; regularly test, assess and evaluate the effectiveness of technical and organizational measures for ensuring the security of the processing;

• enable the Customer to download and/or delete all Personal Data in its account at any time, including 30 days post termination of the Agreement;

• within 10 business days from Customer’s written request, make available relevant information regarding its data processing activities in the form of a security white paper;

• notify the Customer’s Brand Administrator within 48 hours of an actual data breach caused by Qualtrics’ actions or inactions and involving Customer’s Personal Data;

Details of the Personal Data and processing activities

(1) As Qualtrics provides flexible and self-service products, specific details and subject matter of what Personal Data will be collected by the Customer are solely determined by the Customer and may vary at any time.
(2) The duration of the processing will be until the earlier of (i) expiry or termination of the Agreement or an order specifying the Qualtrics Services; or (ii) the date upon which processing is no longer necessary for the purposes of either Party in the performance its obligations under the Agreement and when controller deletes all its Personal Data as required in this Contract.

(3) The nature and purpose of the processing is to provide general research software.

Security Controls

The Processor shall implement and maintain security controls and measures necessary to protect Personal Data from unauthorized access, loss, destruction, disclosure consistent with industry standard security measures (including with respect to personnel, facilities, hardware and software, storage and networks, access controls, monitoring and logging, vulnerability and breach detection, incident response, encryption of Personal Data while in transit and at rest, and any other organizational and technical measures necessary to protect against unauthorized or accidental access, loss, alteration, disclosure or destruction of data). Such methods, procedures and processes are described in the Qualtrics Security White Paper and may also exist in a Master Services Agreement signed by the Parties.

Customer Obligations and acknowledgement

(1) The Customer shall comply with applicable Articles in the GDPR.

(2) The Customer acknowledges that during its performance of providing the Services, Qualtrics does not require or intend to access Customer data in any specific way including, but not limited to, Personal Data or any information of the Customer’s clients that constitutes Personal Data. Any exposure to Personal Data will be random, infrequent and incidental to the provision of the Services and is not meant for the specific purpose of accessing, managing, creating, or manipulating Personal Data.

(3) The Customer acknowledges that: a) it is solely responsible for what data are collected, for what purpose, from whom, and when to delete; b) no data are classified; c) all data are processed equally without regard to its meaning or intent; and d) it is solely responsible for users who access the Software, and to ensure that user accounts have strong passwords.

(4) The Customer will delete all Personal Data in its Qualtrics account(s) within thirty (30) days of the termination of: (a) the Agreement; (b) Service Orders; or (c) any other agreement that eliminates Customer's use of the Services.

Contract Terms

Notwithstanding anything in the Agreement, this Contract amends the existing Agreement and the terms included herein are incorporated into the Agreement.

This Contract is without prejudice to the rights and obligations of the parties under the Agreement, which shall continue to have full force and effect. In the event of any conflict between the terms of this Contract and the terms of the Agreement, the terms of this Contract shall prevail so far as the subject matter concerns the processing of Personal Data.

This Contract may not be amended except in writing signed by authorized representatives of both Parties. This Contract will be executed by the Parties electronically and in counterparts, each of which shall be an original, and all of which together shall constitute one and the same instrument.
EXECUTED by and on behalf of:

QUALTRICS, LLC

[Signature]
Name: Alan Mark
Title: Security Officer

EXECUTED by and on behalf of:

CUSTOMER

[Signature]
Name: Stephen Pena
Title: UTEX Culture Collection Manager
Company: The UTEX Culture Collection of Algae
Email: stephen.pena@austin.utexas.edu

Effective Date (or 25 May 2018, whichever is later): May 24, 2018