

## SCHEDULE 2

### Business Terms for EBSCO/BC ELN Services

This Schedule 2 is added to the EBSCO BC ELN Master Agreement 2018, between EBSCO Publishing and the Participating Institutions of the BC Electronic Library Network.

EBSCO hereby grants to the Licensee a nontransferable and non-exclusive right to use the **Services** made available by EBSCO according to the terms and conditions of the Agreement referenced above, intended for licensed Databases.

#### License Type:

Service

#### Term of Agreement/Payment Schedule:

Annual renewal

#### Access:

Vendor platform

#### Data Processing:

#### DEFINITIONS

"**Data Protection Legislation**" means European Directives 95/46/EC and 2002/58/EC and any legislation and/or regulation implementing or made pursuant to them, or which amends, replaces, re-enacts or consolidates any of them (including the General Data Protection Regulation (GDPR));

"**data processor**", "**data controller**", "**data subject**", "**personal data**", "**processing**" and "**appropriate technical and organisational measures**" shall be interpreted in accordance with applicable Data Protection Legislation; and

"**Services**" shall have the meaning set forth in the Agreement (as applicable).

#### DATA PROTECTION

The provisions described shall apply to the personal data the Service Provider processes in the course of providing Customer the Services. Service Provider is the data processor in relation to the personal data that it processes in the course of providing Services to Customer. Customer is the data controller in relation to the personal data that it processed by data processor on its behalf in the course of providing Services to Customer.

The subject matter of the data processing is providing the Services and the processing will be carried out until Service Provider ceases to provide any Services to Customer. The following sets out the nature and purpose of the processing, the types of personal data Service Provider processes and the data subjects whose personal data is processed.

*Updated June 2020*

- a. When the Service Provider processes personal data in the course of providing Services to you, Service Provider will:
- i. process the personal data only in accordance with documented instructions from Customer (as set forth in this Addendum or the Agreement or as directed by Customer). If applicable law requires us to process the personal data for any other purpose, Service Provider will inform Customer of this requirement first, unless such law(s) prohibit this;
  - ii. notify Customer promptly if, in Service Provider's opinion, an instruction for the processing of personal data given by Customer infringes applicable Data Protection Legislation;
  - iii. assist Customer, taking into account the nature of the processing:
    1. by appropriate technical and organizational measures and where possible, in fulfilling Customer's obligations to respond to requests from data subjects exercising their rights;
    2. in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the General Data Protection Regulation, taking into account the information available to Service Provider; and
    3. by making available to Customer all information reasonably requested by Customer for the purpose of demonstrating that Customer's obligations relating to the appointment of processors as set out in Article 28 of the General Data Protection Regulation have been met.
  - iv. implement and maintain appropriate technical and organizational measures to protect the personal data against unauthorized or unlawful processing and against accidental loss, destruction, damage, theft, alteration or disclosure. These measures shall be appropriate to the harm which might result from any unauthorized or unlawful processing, accidental loss, destruction, damage or theft of personal data and appropriate to the nature of the personal data which is to be protected;
  - v. not give access to or transfer any personal data to any third party for such third party's independent use (e.g., not directly related to providing the Services) without Customer's prior written consent. If Service Provider provides personal data to third party subprocessors involved in providing the Service, Service Provider will include in our agreement with any such third party subprocessor terms which are at least as favorable to you as those contained herein and as are required by applicable Data Protection Legislation;
  - vi. ensure that Service Provider personnel required to access the personal data are subject to a binding duty of confidentiality with regard to such personal data;
  - vii. except as set forth in Section C.5 above or in accordance with documented instructions from Customer (as set forth in this Addendum or the Agreement or as directed by Customer), ensure that none of Service Provider personnel publish, disclose or divulge any personal data to any third party;
  - viii. upon expiration or earlier termination of the Agreement, upon Customer's written request, securely destroy or return to you such personal data, and destroy existing copies unless applicable laws require storage of such personal data; and
  - ix. at Service Provider's option, allow Customer and Customer's authorized representatives to either (i) access and review up-to-date attestations, reports or extracts thereof from independent bodies (e.g. external auditors, internal audit, data protection auditors) or suitable certifications to ensure compliance with the terms of this Addendum; or (ii) conduct audits or inspections, upon the parties mutual agreement, during the term of the Agreement to ensure compliance with the terms of this Addendum in accordance with

this Section C.9. Notwithstanding the foregoing, any audit must be conducted during Service Provider's regular business hours, with reasonable advance notice to Service Provider and subject to reasonable confidentiality procedures. In addition, audits shall be limited to once per year, unless (a) Service Provider has experienced a Security Breach, as defined herein, within the prior twelve (12) months; or (b) an audit reveals a material noncompliance.

- b. If Service Provider becomes aware of and confirms any accidental, unauthorized or unlawful destruction, loss, alteration, or disclosure of, or access to Customer's personal data that it processes in the course of providing the Services (a "**Security Breach**"), Service Provider will notify Customer within forty-eight hours.
- c. All personal data processing is also covered by Service Provider's Privacy Shield certification. Service Provider agrees to (i) maintain Service Provider's Privacy Shield certification throughout the term of the Agreement, provided Privacy Shield certification remains a valid basis under the Data Protection Legislation for establishing adequate protections in respect of a transfer of personal data outside of the European Economic Area or (ii) execute Standard Contractual Clauses in respect of the processing of such personal data. Service Provider will promptly notify Customer if Service Provider ceases to maintain, or anticipates the revocation or withdrawal, or are otherwise challenged by any regulatory authority as to the status of Service Provider's Privacy Shield certification, or if Service Provider makes a determination that it can no longer meet our obligations under Privacy Shield.
- d. Prior to Service Provider processing personal data to Customer and Customer's users, Customer agrees to obtain a legal basis, which may include consent, for the processing of personal data in connection with the provisioning and use of Services. This Section (f) shall be in accordance with Article 6 of the GDPR or other applicable Data Protection Legislation.

#### **List of Subscribed Products within this agreement**

EBSCO Discovery Service
-------------------------