



Trinity College Dublin

Coláiste na Tríonóide, Baile Átha Cliath

The University of Dublin

Terms and Conditions of Data Processing by External Examiners

Context – External examination is an integral part of assuring the quality and integrity of our assessment and examination procedures. External examiners play an essential role in this process.

These **Terms and Condition of Data Processing by External Examiners** replace what were previously entitled *Advisory Guidelines on General Data European Regulation*. The Terms and Conditions have been introduced in order to assist Trinity in complying with its obligations under Article 28¹ of the General Data Protection Regulation (2016/679) (“**GDPR**”)

What do these terms and conditions mean to you

Under the General Data Protection Regulation (2016/679) (“**GDPR**”), Trinity College Dublin is the ‘Data Controller’ of all student data and you, in your role as an External Examiner, are the ‘Data Processor’ acting on behalf of Trinity College Dublin.

As a ‘Data Processor’ you agree to be bound by the following terms and conditions (“**T&C’s**”), in processing student personal information/data (exam scripts, coursework, research theses) and information relating to students (name, student number etc.) provided to you in your role as an External Examiner. You agree to do the following: :

1. Ensure the **confidentiality** of all information provided to the external examiner to carry out their duties.
2. **Only** process/use personal data on the instructions given by Trinity and only process student data for the **purposes of carrying out the external examiner duties and for no other purpose**.
3. The exam scripts, coursework and research thesis of students should only be accessed/processed/used by the external examiner and are **not be accessed/processed/used by or shared with anyone else**.
4. If you receive a **request from a student** (e.g. a request for access to data) in relation to any student data held by you, then you should **direct that request to Trinity** who will respond to the request from the student.
5. In the event of a potential breach of personal data (as defined in Section 3 below) **you are required to contact Trinity at your earliest convenience and within 36 hours of any potential breach having occurred**.
6. Take steps to **protect all student data** by using **appropriate security measures** such as the following:
 - a. If you receive **hard copy documents** by registered mail or by courier that you:
 - i. receive the documents in person;
 - ii. store the documents securely where they can be accessed by you and not by any unauthorised persons;
 - iii. hold onto the documents only for the duration of your examining duties, unless in the case of a research thesis, the student has consented to the examiner retaining a copy of the research thesis beyond the examining period, should they so wish; and

¹ <https://gdpr-info.eu/art-28-gdpr/>

- iv. dispose of/destroy the documents through a secure method²; or return the documents to Trinity upon completion of your examining duties³, to facilitate their secure disposal by the School or Department.
 - b. If you receive **electronic copy documents through College approved platforms**:
 - i. ensure any password received to access, e.g. encrypted files, is stored separately from the documents received, and destroyed once the documents have been accessed successfully or upon completion of your examining duties;
 - ii. encrypt the files or disc if the documentation is stored on a networked computer to prevent access by unauthorised persons;
 - iii. not download the documentation to Dropbox or GoogleDocs or any other internet service that can potentially be accessed by unauthorised persons;
 - iv. if the files are stored on a local computer ensure that the hard drive is backed up on a regular basis as locally stored data may be irretrievable in the event of a technical issue or the loss or theft of a device if the files/disc are not encrypted;
 - v. ensure that if given access to College approved platforms, e.g. Blackboard that you can only access such platforms for the purposes of carrying out your external examiner duties; and
 - vi. delete/return any student data no longer required for the purposes of carrying out external examiner duties.
 - c. External Examiners are required, in so far as is possible, to take the following steps to **mitigate the potential of access by authorised persons to files on devices**, including:
 - i. Use the most up-to-date and secure versions of software;
 - ii. Use updated virus-protection software;
 - iii. Use a strong password;
 - iv. Do not share your password with anyone;
 - v. Delete files upon completion of your examining duties; and
 - vi. Empty your deleted files folder so that documents are permanently deleted.
7. To show compliance with these Terms and Conditions you are asked to indicate in section 7 of the External Examiner Online Report form, what disposal option you have chosen for the records you hold.

Legal Basis

Trinity College Dublin is required in accordance with Article 28 of the GDPR⁴ to put in place the terms and conditions as set out here to ensure compliance with Trinity's obligations under GDPR. Such terms include the following:

1. As required under Article 6 GDPR⁵, the legal basis upon which the College shares personal data of students with external examiners is that it is necessary in the exercise of official authority vested in the College under the Universities Act 1997, in particular Section 47 of the Universities Act 1997.

² Costs of shredding and secure disposal may be reimbursed through expenses claim on presentation of receipts.

³ Costs of postage for return of documents can be reimbursed through expenses claim on presentation of receipts.

⁴ <https://gdpr-info.eu/art-28-gdpr/>

⁵ <https://gdpr-info.eu/art-6-gdpr/>

2. As set out in Article 33⁶ and 34⁷ of GDPR, a personal data breach is any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data. This includes breaches that are the result of both accidental and deliberate causes. Examples of such are, accidentally sending information to the incorrect recipient or your computer or the files have been accessed by an unauthorised person. **In the event of a personal data breach or where you suspect there may have been a personal data breach you are required to contact Trinity at your earliest convenience and within 36 hours of any potential breach having occurred.** This will give the College the appropriate notice so the College can notify students of breaches and/or notify the Data Protection Commission of the breach within 72 hours of the breach (as the College is legally required to do).
3. In accordance with Article 28 of GDPR⁸, the College can at any time ask the external examiners to demonstrate compliance with these terms and conditions and may ask external examiners for assistance where required for Trinity to demonstrate compliance with GDPR requirements.
4. As required in Article 46 of GDPR⁹, where Trinity transfers personal data to the external examiner who is based outside of the EEA or the European Commission-approved countries providing 'adequate' data protection, each party agrees it will use the Standard Contractual Clauses¹⁰ ("SCC's") which are incorporated by reference. The parties agree that the following terms apply:
 - a. Clause 9 the External Examiner cannot sub-contract;
 - b. Clause 13 the Data Protection Commission of Ireland shall be the competent Supervisory Authority;
 - c. The students, who are data subjects, are third-party beneficiaries under the applicable SCCs;
 - d. The SCCs shall be governed by the laws of Ireland;
 - e. Any dispute arising from the SCCs shall be resolved by the courts of Ireland.
 - f. Trinity is the Data Exporter and the External Examiner is the Data Importer.
 - g. The T&C's include the relevant information and apply as Annex I and Annex II of the SCCs.

Trinity College Dublin thanks you for your agreement to these Terms and Conditions and for taking the necessary steps to protect our student personal information and data in your role as External Examiner.

⁶ <https://gdpr-info.eu/art-33-gdpr/>

⁷ <https://gdpr-info.eu/art-34-gdpr/>

⁸ <https://gdpr-info.eu/art-28-gdpr/>

⁹ <https://gdpr-info.eu/art-46-gdpr/>

¹⁰ https://ec.europa.eu/info/law/law-topic/data-protection/international-dimension-data-protection/standard-contractual-clauses-scc/standard-contractual-clauses-international-transfers_en