

# Personal Data Transfer and Protection Agreement

## Date of Agreement

5 September 2023

## Background

This document, together with the Data Transfer Agreement (NZ) available at <https://www.wgtn.ac.nz/site-info/data-transfer-nz> (the "Terms"), form a single mutual data transfer and protection agreement between the parties (the "Agreement"). Under this Agreement:

- a party (the "Data Exporter") may transfer personal data to the other (the "Data Importer") from time-to-time; and
- the Data Importer must protect that transferred personal data.

This Agreement is necessary in order for Victoria University of Wellington to comply with New Zealand's Privacy Act 2020 when sending personal data outside New Zealand. The Privacy Act 2020 requires that personal data sent outside New Zealand is protected by safeguards comparable to those in the Privacy Act 2020. This Agreement is designed to meet that requirement.

## Parties

**Te Herenga Waka—Victoria University of Wellington**, a university under the Education and Training Act 2020 and subject to the laws of New Zealand

and

**The University of New Mexico**, subject to the laws of United States

## Transfer of personal data

Each party agrees that it will hold personal data transferred to it in accordance with this Agreement.

## Start Date

The Start Date is the date of the Agreement. The Agreement applies to all personal data transferred between the parties, including personal data transferred before the date of the Agreement.

## Purpose of transfer

Personal data may be transferred under the Agreement:

- (a) for international collaboration purposes such as student exchanges, joint training, and articulations
- (b) for any other lawful purpose agreed by the parties.

## Transferred personal data

Transferred personal data means all personal data transferred by the Data Exporter to the Data Importer from time to time (including prior to the date of the Agreement).

Personal data may be transferred under the Agreement relating to:

- (a) students

The personal data transferred under the Agreement may include:

- (a) contact and identifying information such as name, address, telephone number, email address or student ID number
- (b) demographic information such as citizenship, gender, age or date of birth
- (c) academic information such as courses, grades information or assessment feedback
- (d) financial information such as salary information or bank account/credit card details

- (e) sensitive data (such as personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, genetic or biometric data, physical or mental health data, or data concerning and individual's sex life or sexual orientation)
- (f) any other categories of personal data necessary for the purposes listed above.

### **Permitted uses and disclosures**

Transferred personal data may only be used by the Data Importer or disclosed by the Data Importer to a third party:

- (a) in accordance with this Agreement;
- (b) in connection with the purposes listed above;
- (c) as required by any laws applicable to the Data Importer; or
- (d) as expressly authorised by the data subject.

### **Related and other uses**

The Agreement also applies to the purposes, personal data categories and types, and permitted uses and disclosures:

- (a) related, necessary or incidental to the matters listed above; or
- (b) as otherwise agreed in writing by the parties from time to time.

### **Sensitive data**

The Data Importer must ensure that any sensitive data is:

- (a) used and disclosed strictly to the minimum degree necessary for a permitted use; and
- (b) stored and secured in a manner providing at least equal protection to the manner in which the Data Importer's own sensitive data is stored and secured.

### **Breach notification**

The Terms explain what happens if there is a privacy breach and identify who is responsible for notifying affected data subjects. For this Agreement, the Data Importer is the responsible party.

### **Deletion**

When transferred personal data is no longer required for any of the permitted uses, the Data Importer must promptly and securely destroy or delete that transferred personal data, as required by the Terms or at the times requested by the Data Exporter in writing.

If the Data Importer is not permitted to delete the transferred personal data by any local law, it must hold the data securely in accordance with that local law, the Agreement and the Data Importer's archive and document retention and destruction policies.

### **Termination**

The Agreement may be terminated by either party by providing at least 30 days' notice of termination to the other.

### **Consequences of Termination**

Despite the termination of the Agreement:

- (a) each party may retain any transferred personal data so long as it is reasonably required by that party in connection with the purpose of the transfer and the permitted uses; and
- (b) so long as transferred personal data is retained, each Party must continue to comply with the obligations in the Agreement relating to that data as if the Agreement had not been terminated.

### **Address for notices**

Any notice given by a party under this Agreement must be sent to the other party's address as notified by the other party from time to time, and each party expressly authorises the service of legal proceedings by email or physical delivery to their notified address.

Te Herenga Waka—Victoria University of Wellington	The University of New Mexico
Attention: Privacy Officer	Attention: Global Education Office
Email: <a href="mailto:privacy@vuw.ac.nz">privacy@vuw.ac.nz</a>	Email: <a href="mailto:intlagreements@unm.edu">intlagreements@unm.edu</a>

### Signatures

The parties agree to both this document and the Terms.

SIGNED for and on behalf of VICTORIA UNIVERSITY OF WELLINGTON by its authorised signatory:



\_\_\_\_\_  
(signature)

**Name:** Roger Shew  
**Position:** Director, International

**Date:** 5 December 2023

SIGNED for and on behalf of THE REGENTS OF THE UNIVERSITY OF NEW MEXICO by its authorised signatory:



\_\_\_\_\_  
(signature)

**Name:** Nicole Tami  
**Position:** Executive Director of Global Education Initiatives

**Date**  
11/09/2023