



# PASS Data Processing Agreement – Group Leader

This Data Processing Agreement forms part of the PASS Terms of Use and Privacy Policy and reflects the agreement between PASS and the “Leader” with respect to the terms governing the processing of Personal Data under the Agreement. This Agreement is applicable to Leaders using PASS owned portals.

## Definitions

“Personal Data” means any information relating to an identified or identifiable natural person (‘data subject’)

“Processing” means any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

“Controller” means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of personal data.

“Processor” means a natural or legal person, public authority, agency or other body which processes personal data on behalf of the Controller.

“Consent” of the data subject means any freely given, specific, informed and unambiguous indication of the data subject’s wishes by which he or she, by a statement or by a clear affirmative action, signifies agreement to the processing of personal data relating to him or her.

“Group Portal” means the centralized administration Group Dashboard page and public facing Group portal provided by PASS for Leaders to connect with group members. Leaders have access to the Group portal for the duration of their active participation as outlined in the Group Agreement, Local Group Benefits and Requirements document and the Virtual Group Benefits and Requirements document, for necessary processing related to group operations.

## Roles and Scope of Processing

PASS is the primary Controller of personal data collected through all PASS Sites, including PASS owned Group portals. As processors, it is the responsibility of Leaders to comply with GDPR compliance where it relates to processors. Leaders' use of Group Members' personal data shall be limited to organize and execute group activities as outlined in the Group Agreement between PASS and the Leader.

PASS will comply with the principles relating to the processing of personal data under Article 5 of GDPR. The Leader agrees that it shall comply with its obligations as a Data Processor in respect of its processing of Member Data obtained from PASS owned Group portals and any processing instructions issued by PASS.

#### Article 5: Principles Relating to Processing of Personal Data

Lawfulness, fairness and transparency	Personal data shall be processed lawfully, fairly and in a transparent manner in relation to the data subject
Purpose limitation	Personal data shall be collected for specified, explicit and legitimate purposes and not further processed in a manner that is incompatible with those purposes
Data minimization	Personal data shall be adequate, relevant and limited to what is necessary in relation to the purposes for which they are processed
Accuracy	Personal data shall be accurate and, where necessary, kept up to date
Storage limitation	Personal data shall be kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the personal data are processed
Integrity and confidentiality	Personal data shall be processed in a manner that ensures appropriate security of the personal data, including protection against unauthorized or unlawful processing and against accidental loss, destruction or damage, using appropriate technical or organizational measures
Accountability	The Controller shall be responsible for, and be able to demonstrate compliance with the GDPR

## Confidentiality

The Leader shall not sell, market or share Group Member Data to any third party. Leaders shall ensure that any person who is authorized by the Leader to process Group Member Data shall be under an appropriate obligation of confidentiality.

The personal data collected from Group Members is First Name, Last Name, Email, Job Title, Job Function, Industry and City/Country. This data is used to contact Group Members under the legal basis of legitimate interest for updates relating to Group events. Job Title, Job Function, Industry and City/Country are used to provide insight into Member interests and target educational content accordingly. Anonymized statistics containing no personally identifiable information may be shared with Vendor Partners. Personal data will not be shared with sponsors directly unless Group Members provide express consent.

## Retention

The Leader maintains access to the Group portal for the duration of their active participation as outlined in the Group Agreement and Schedule "A" for necessary processing related to Group operations.

Following this period, PASS will remove Leader access to the Group portal. The Leader agrees that they will delete any Group Member Data to protect from any further processing, except to the extent required by applicable law. PASS will retain a record of Group Members' online registration for Group events. Where no online registration occurs through PASS owned Group portals, no record will be recorded by PASS.

## Deletion

PASS Members requesting the right to be forgotten shall send all requests to [Governance@pass.org](mailto:Governance@pass.org). PASS will assist Leaders with ensuring the individual's data is erased from the database, after first taking reasonable and proportional steps to confirm the identity of the person making the request. PASS will ensure that the personal data of the individual making the request is no longer processed using the PASS Group portal. If PASS is unable to delete Customer Data for technical reasons, PASS will apply measures to ensure that Customer Data is blocked from any further processing.

You as a Group Leader are solely responsible to protect the privacy of any data in your possession that you have collected and processed from the PASS Group portal. As a Leader and Processor, if you breach these obligations, you could be held liable for compensation.