



Jisc Agreement for Software

between Jisc Services Ltd and License Dashboard (a
division of Phoenix Software Limited)

for License Dashboard

06 May 2026

Appendix: The Supplier's/Licensor's Data Processing Arrangement

The Data Processing Arrangement in this Appendix is incorporated into the Terms and Conditions of the Standard Jisc Licence for Software between Licence Dashboard (a division of Phoenix Software Limited) and the entity granted the licence ('Licence Agreement').

1. Definitions And Interpretation

1.1. In this Appendix the following expression shall have the following meanings:

"Data Processing Details"	the description of the Personal Data processing activities contemplated by the Licence Agreement, as set out in the applicable .
"Data Protection Law"	the Data Protection Act 2018 (UK GDPR) and all applicable laws and regulations from time to time in force relating to data protection, privacy, and the processing of personal data, including the EU GDPR.
"DP Regulator"	a regulatory, administrative, supervisory, or governmental agency, body or authority (whether regional, national or supranational) with jurisdiction over the Personal Data processing activities contemplated by the Licence Agreement.
"GDPR"	the United Kingdom (UK GDPR) & European General Data Protection Regulation, namely Regulation (EU) 2016/679 as appropriate.
"Licensee"	has the same meaning in the Licence Agreement.
"Loss"	any and all loss, liability, cost (including legal costs), expenses, actions, adverse judgement, proceedings, claims, penalties, fines and demands and Losses shall be construed accordingly.
"Personal Data"	the personal data that is processed by License Dashboard on behalf of the Licensee in accordance with the Licence Agreement, as further described in the Data Processing Details.
"Security Incident"	the unlawful or unauthorised processing of Personal Data; or any breach of security affecting the Personal Data (including (without limitation) a personal data breach as defined in the GDPR).

1.2. Unless the context otherwise requires "**controller**", "**processor**", "**processing/process**", "**personal data**", "**personal data breach**" and "**data subject**" shall be interpreted and construed by reference to Data Protection Law.

1.3. References to a law of the European Union include a reference to that law as incorporated into the laws of the United Kingdom at any time before or after the United Kingdom ceases to be a Member State of the European Union.

2. Data Protection

2.1. The Parties hereby agree that, to the extent License Dashboard processes Personal Data on behalf of the Licensee, License Dashboard will act as a processor for and on behalf of the Licensee (as controller). A detailed description of the data processing activities, including the Personal Data concerned, is set out in the Data Processing Details.

2.2. To the extent that License Dashboard acts as a processor for the Licensee with respect to the Personal Data, License Dashboard shall:

- 2.2.1. only process the Personal Data for the purposes of performing its obligations under the Licence Agreement and in accordance with the written instructions given by the Licensee from time to time, unless License Dashboard is subject to an obligation under applicable law (including Data Protection Law) of the UK, European Union or a member state of the European Union to do otherwise, in which case License Dashboard shall (unless prohibited by law on important grounds of public interest) notify the Licensee in advance of that legal obligation;
- 2.2.2. immediately inform the Licensee if, in License Dashboard's opinion, an instruction from the Licensee breaches a requirement of Data Protection Laws, provided that the foregoing obligation shall not be construed as an obligation on License Dashboard to provide legal or professional advice or services to the Licensee and License Dashboard shall have no liability for any Losses suffered or incurred by the Licensee as a result of License Dashboard's failure to notify the Licensee as set out in this paragraph;
- 2.2.3. at the reasonable request of the Licensee (and at the Licensee's expense), provide to the Licensee such reasonable assistance as is contemplated by Article 28(3)(e) of the GDPR;
- 2.2.4. notify the Licensee in writing of each Security Incident of which it becomes aware. License Dashboard shall (to the extent feasible) ensure that the initial notification comprises the information required under Article 33(3) of the GDPR. In the event that License Dashboard is unable to provide all of the information required under this Clause in accordance with the time limits set out above, License Dashboard shall provide as much information as it is able to within those time limits and shall provide all further information as soon as reasonably practicable thereafter;
- 2.2.5. taking into account the nature of the processing and the information available to License Dashboard; upon the reasonable request of the Licensee, and at the Licensee's sole cost and expense, License Dashboard shall, within such reasonable timescales as License Dashboard agrees in writing, provide the Licensee the following assistance:
 - a. provide the Licensee with information in order to enable the Licensee to produce data protection impact assessments ("**DPIAs**");
 - b. taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, in relation to the Personal Data, assist the Licensee in implementing appropriate security measures appropriate to that risk;
 - c. where a DPIA requires provide the Licensee with information required in relation to consulting the DP Regulator; and
 - d. following a Personal Data breach:
 - i. provide the Licensee with such information as is necessary to allow the Licensee to notify data subjects; and
 - ii. provide the Licensee with such information as is required under Article 33(3) of the UK GDPR.
- 2.2.6. ensure that appropriate technical and organisational measures are in place to safeguard against the unauthorised or unlawful processing of the Personal Data and against accidental loss or destruction of,

or damage to, the Personal Data and such measures shall meet the requirements of Article 32 of the GDPR on and from the date the UK GDPR applies;

- 2.2.7. ensure that any of its personnel who are authorised to process the Personal Data are bound by a duty of confidence to maintain the confidentiality of the Personal Data;
 - 2.2.8. upon conclusion of the Personal Data processing activities contemplated by the Licence Agreement, License Dashboard will (as directed by the Licensee or, in the absence of any direction, as elected by License Dashboard) securely return or securely destroy the Personal Data and all copies in License Dashboard's power, possession or control, unless License Dashboard is required to keep such Personal Data for its compliance with applicable law.
- 2.3. Subject to paragraph 2.4, License Dashboard shall provide the Licensee with all information reasonably requested by the Licensee to enable the Licensee to verify License Dashboard's compliance with this paragraph 2. Without prejudice to the foregoing and upon one month's prior written notice from the Licensee, License Dashboard shall assist the Licensee in undertaking an audit of License Dashboard's compliance with the requirements of this paragraph 2 with respect to the Personal Data, provided that the scope of the audit and manner in which it is conducted will be agreed between the Parties in advance and shall ensure such audit does not adversely affect License Dashboard's operations. The Licensee shall act reasonably and in good faith in exercising its audit rights under this paragraph 2.3 and License Dashboard's costs and expenses incurred in assisting the Licensee with each audit shall be borne by the Licensee. The Licensee's audit rights as set out in this paragraph 2.3 shall not be exercised by the Licensee more frequently than once a year.
 - 2.4. The provisions of paragraph 2.3 shall not apply to the extent that License Dashboard has commissioned an independent third party audit which addresses the same audit scope as described at paragraph 2.3 within 6 months of the Licensee's audit request and License Dashboard confirms there are no known material changes in the processing audited. In such circumstances the Licensee agrees to accept those findings in lieu of requesting an audit.
 - 2.5. License Dashboard shall ensure that Personal Data is not transferred outside of the United Kingdom and the Republic of Ireland.
 - 2.6. License Dashboard may subcontract the processing of Personal Data to any third party (each subprocessor). License Dashboard shall notify the Licensee of each subprocessor that it intends to subcontract the processing of Personal Data to. If within fourteen (14) days of receipt of that notice, the Licensee notifies License Dashboard in writing of any objections to the proposed appointment (such objections to be made on reasonable grounds which shall be limited to a reasonable belief of the Licensee that the requirements of paragraph 2.7 have not been satisfied), License Dashboard shall not appoint (nor disclose the Licensee's Personal Data to) that proposed subprocessor until reasonable steps have been taken to address the objections raised by the Licensee and the Licensee has been provided with a reasonable written explanation of the steps taken. The Licensee acknowledges and agrees that any objection raised by the Licensee may cause or contribute to a delay or failure by License Dashboard and/or its subprocessor to perform License Dashboard's obligations under the Licence Agreement, and that License Dashboard shall not be liable for any Losses suffered or incurred by the Licensee arising out of or in connection with any such delay or failure.
 - 2.7. With respect to each subprocessor License Dashboard will ensure that it has in place an agreement with the subprocessor that provides no less protection for Personal Data than those set out in paragraph 2. License Dashboard shall remain responsible for the acts and omissions of its subprocessors.
 - 2.8. This paragraph 2 shall remain in full force and effect at all times, notwithstanding the termination or expiry of the Licence Agreement.

Data Protection Details		
(A)	Subject matter, nature, and purpose of the processing of Personal Data under the Licence Agreement	<p>Subject matter</p> <p>The provision of Software Asset Management by License Dashboard to the Licensee.</p> <p>Nature</p> <p>Processing activities, such as data collection and data transfer will all be undertaken by License Dashboard.</p> <p>Purpose</p> <p>Personal Data is processed in order for License Dashboard to deliver the Services set out in the Service Description and Work Order</p>
(B)	Duration of the processing of Personal Data under the Licence Agreement	For the term of the Licence Agreement unless the Agreement is terminated earlier in accordance with its terms.
(C)	Type of Personal Data processed under the Licence Agreement	<p>Personal Data</p> <p>Contact data (name, address, email address, phone numbers),</p> <p>Special Categories of Personal Data</p> <p>None</p> <p>Criminal Records Data</p> <p>None</p>
(D)	Categories of data subjects of the Personal Data processed under the Licence Agreement	Past, present, and prospective employees and personnel.