

General terms and conditions of the University of Bern for external partners with respect to data handling

1. Object and scope

These conditions are intended to protect the personal rights of individuals about whom data is processed and to ensure information security.

They apply to all external partners (hereinafter 'Contractual Partners') who in any way collaborate with the University of Bern or otherwise have access to documents, data and information (hereinafter 'Information') of the University of Bern.

2. Rights and obligations

2.1 Legal framework

The legal framework is determined in particular by the data protection legislation of Switzerland and the Canton of Bern. Contractual Partners specifically acknowledge that Art. 17 of the Cantonal Data Protection Law of 19 February 1986 (KDSG, BSD 1520.0.4) states:

"Those who process personal data shall ensure the security thereof."

2.2 Information obligation

Contractual Partners shall, at the request of the University of Bern, provide information and documentation pertaining to the methods and processes used to perform the contractual services and relevant to compliance with information security and data protection (ISDP). The University of Bern shall be entitled to consult those documents in situ and to see a demonstration of the relevant operating procedures.

Contractual Partners shall inform the University of Bern about any extraordinary events that affect the data, systems and processes of the University of Bern.

2.3 Confidentiality

Facts and data which are neither evident nor publicly available shall be kept confidential. In case of any doubt, facts and data shall be processed confidentially. Confidentiality obligations shall also apply before the contract is concluded and after termination of the contractual relationship. Legal information obligations shall remain reserved.

2.4 Disclosure of Information

Contractual Partners may only use and disclose data of the University of Bern for and to the latter. In particular, Information shall not at any time or in any form be copied or disclosed or made accessible to third parties. Information disclosure requests by private parties (whether or not affected by the processing of said data) or other entities shall be forwarded to the University of Bern.

2.5 Involvement of third parties

The Agreement or other applicable GTCs shall determine whether and under what circumstances Contractual Partners may involve third parties. In any case, Contractual Partners shall oblige any third parties involved to comply in writing with confidentiality obligations within the meaning of the present Agreement.

2.6 Use of the University of Bern logo

The logo or name of the University of Bern and the IT Services Office of the latter for advertising purposes may be used only upon obtainment of express prior agreement.

3. Place of jurisdiction and applicable law

Where other constituent parts of the Agreement do not stipulate the place of jurisdiction or applicable law, the jurisdiction shall be Bern and Swiss law shall apply without regard to conflict of law provisions.