

Terms and conditions for data processing

I. Scope of application

Unless otherwise agreed in writing, these provisions shall apply to all data processing (in accordance with Art. 9 FADP and Art. 28 EU GDPR), whereby the IPI ('IPI') provides a contractual partner ('Service Provider') with personal data and/or confidential data ('relevant data') to process on its behalf within the framework of a contract. The Service Provider's employees, auxiliary persons and/or subcontracted processors shall be deemed equivalent to the Service Provider. Subcontracted processors may only be involved with the prior written consent of the IPI.

These provisions supplement the obligations of the parties arising from the contract. They shall apply to all activities in connection with the contract in which the Service Provider collects, processes or uses relevant data of the IPI, with the type of data and categories of data subjects resulting from the contract (explicitly or implicitly). Processing must be carried out exclusively within the scope of the contract.

III. Obligations of the Service Provider

The Service Provider may not process the relevant data more extensively than the IPI would probably do itself; in particular, it may not use the data for its own or third-party interests.

The Service Provider shall process the relevant data exclusively for the performance of the contract and in accordance with the IPI's specifications. It shall take the necessary and appropriate technical and organisational measures ('TOM') to protect the data and ensure appropriate data security. On request, it shall provide the IPI with a description of the implemented TOM.

The Service Provider shall regularly review its internal processes and the TOM and continuously update them to the current state of the art while always complying with data protection requirements. The agreed level of protection must not be undercut.

The Service Provider shall maintain confidentiality when processing relevant data. The duties of confidentiality and professional secrecy shall continue to apply after the end of the contract.

The Service Provider agrees to keep a record of processing activities with regard to the relevant data in accordance with Article 12 paragraph 1 FADP and Article 30 paragraph 2 EU GDPR.

The Service Provider shall require its employees, auxiliary persons and/or subcontracted processors to comply with all obligations arising from the data processing.

The Service Provider shall inform the IPI immediately in writing (email is sufficient) and in an appropriate manner if it becomes aware of any breaches of the protection of the relevant data (data breaches). The parties shall jointly take the necessary measures to (re-)establish the data protection without delay.

The Service Provider agrees to support the IPI in fulfilling the rights of the data subjects in accordance with Chapter 4 of the FADP and Chapter III of the EU GDPR.

The Service Provider shall inform the IPI without delay of any checks and claims by data subjects in connection with data processing. If the IPI itself receives a request related to the data processing, the Service Provider shall support the IPI as far as possible and make all relevant information available to the IPI without delay.

The Service Provider shall grant the IPI the right to monitor compliance with data protection provisions. The Service Provider agrees to disclose to the IPI all information required for this purpose (e.g. inspection of the processing directory).

IV. Role of the IPI

The IPI is responsible for the lawfulness of the data processing itself. It shall take appropriate technical and organisational measures independently to protect the relevant data in its area of responsibility.

The contact person at the IPI for data protection issues is the data protection adviser (in accordance with the Privacy policy at www.ipi.ch): Legal Services – General Law, Designs and Law Enforcement, Stauffacherstrasse 65/59g, 3003 Bern, email: R+I_Allgemeines_Recht@ipi.ch

V. Disclosure abroad

The Service Provider shall process the relevant data exclusively in Switzerland.

The Service Provider may only disclose relevant data to a party abroad or to an international organisation if the IPI instructs it in writing to do so and if the Service Provider complies with the provisions of Article 16 ff. FADP and Chapter V Article 44 ff. EU GDPR.

VI. Return of data carriers and deletion of data

Copies or duplicates of the relevant data may not be made without the IPI's knowledge (with the exception of backup copies required for proper processing). After the end of the contract or, at the IPI's request, prior to the end of the contract, the Service Provider shall surrender all documents that have come into its possession as well as the data files and relevant data in connection with the contract and this agreement in accordance with the contractual provisions or destroy or delete the said documents, data files and data in accordance with data protection law, after first obtaining the IPI's consent, unless it is legally obliged to store them. The Service Provider shall use procedures established in the IT industry to delete the relevant data. The record or a confirmation of the deletion or destruction shall be provided to the IPI.

VII. Place of jurisdiction and applicable law

For disputes arising from this contractual relationship, the courts at the seat of the IPI in Bern shall have exclusive jurisdiction.

Swiss law shall apply exclusively.

Status: November 2023