



AMENDMENT dated 28 June 2018 to the agreement which commenced on 1 January 2007 (the “Agreement”), between Elsevier B.V., legal successor of Elsevier Ireland Ltd., (“the Publisher”), and the International Society for Forensic Genetics (the “Society”).

WHEREAS the Society is affiliated to the Publisher’s journal titled Forensic Science International: Genetics (the “Journal”) and the parties wish to amend the Agreement as provided herein effective 25 May 2018;

NOW THEREFORE, in consideration of these premises it is hereby agreed:

A new Article 7.3 and Annex 1 shall be inserted in the Agreement and Articles 7.2 9.3, and 9.4 of the Agreement shall be replaced with the following

**“7.4 Compliance with Laws.** Each party agrees to comply with all applicable laws, ordinances, codes, regulations, standards and judicial and administrative orders (collectively, “Applicable Laws”) relating to its duties, obligations and performance under this Agreement and Applicable Laws prohibiting bribery and fostering transparency, including, without limitation the US Foreign Corrupt Practices Act, the UK Bribery Act and the US Physician Payment Sunshine Act and those other laws enforced in the country where business is being conducted and/or the party’s place of business or residency. Each party agrees to engage only in legitimate business and ethical practices in commercial operations and in relation to its dealings with any employee or official of a government agency or any other government owned, operated or controlled entity (including, without limitation, state run universities, hospitals and libraries), or political parties or candidates (jointly “Government Official”). Neither party nor any of its officers, directors, employees or agents shall pay, offer, give, promise or authorize the payment, directly or indirectly, of any monies, gifts or anything of value to any commercial contact or Government Official for the purpose or intent to induce such person to use his/her authority to help the other party or any affiliate of the other party for personal gain (any such act, a “Prohibited Payment”). A Prohibited Payment does not include a payment of reasonable and bona fide expenditures, such as travel or lodging expenses, which are directly related to the promotion, demonstration or explanation of products or services or the execution or performance of a contract provided that such payments are permissible under the Applicable Laws.

## ARTICLE VIII PERSONAL DATA

**8.1. Personal Data Processing.** Each party warrants and represents that the use and other processing of personal data that it receives from the other under this Agreement will be for



the purposes and in the manner envisaged by this Agreement or as instructed in writing by the party supplying the data and in accordance with all Applicable Laws pertaining to privacy and personal data protection. Each party shall implement appropriate technical and organizational security measures aimed at protecting such personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access and against all other unlawful forms of processing. The Society further warrants and represents that it has given all necessary notices and obtained all necessary consents and authorizations to the processing of the personal data it supplies to the Publisher in accordance with the purposes and in the manner envisaged by this Agreement or as instructed in writing by the Society. The parties acknowledge and agree that the Society is the ‘controller’ and the Publisher is the ‘processor’ in respect of the ‘personal data’ supplied by the Society to the Publisher under this Agreement and the Publisher is the ‘controller’ and the Society, being the owner of the Journal, is a ‘controller’ in respect of any ‘personal data’ supplied by the Publisher to the Society under this Agreement,] as those terms are defined in the Data Processing Addendum set forth in Annex 3, which shall further apply to the processing of personal data supplied by the Society to the Publisher under this Agreement.

...

**10.3 Entire Agreement/Severability/Waiver/Modification/Binding Effect.** This Agreement, including terms on the Publisher’s website incorporated by reference, represents the entire Agreement between the parties in relation to the subject matter hereof and supersedes any previous agreements whether written or oral. The provisions of this Agreement shall be severable, and in the event that any provision of this Agreement is found to be legally unenforceable, such unenforceability shall not prevent the enforcement or any other provision of this Agreement. The waiver by either party of any breach or failure to enforce any of the terms of this Agreement at any time shall not constitute a waiver of any term hereof. This Agreement may be modified or amended only by a written document executed by both parties, except the Publisher may update the terms on the Publisher’s website incorporated by reference by posting updated terms on the website. This Agreement shall be binding upon and inure to the benefit of the permitted successors and assigns of each party.



## ANNEX 3 DATA PROCESSING ADDENDUM

### A. Definitions

1. The terms “controller”, “data subject”, “personal data”, “personal data breach”, “processing”, and “processor” will have the meanings ascribed to them in the Data Protection Laws, and where the relevant Data Protection Laws use the term ‘data controller’ or ‘data processor’, they shall be read as controller and processor, respectively.
2. “Data Protection Laws” means all data protection laws and regulations, including those of the Netherlands, United Kingdom (“UK”), Switzerland, European Economic Area (“EEA”) and the European Union (“Union”), applicable to the processing of personal data under the Agreement, including the GDPR from 25 May 2018.
3. “DPA” means this Data Processing Addendum.
4. “GDPR” means Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) from 25 May 2018.

### B. Scope

This DPA applies to the processing of personal data within the scope of the Data Protection Laws by the Publisher on behalf of the Society. This DPA does not apply where the Publisher is a controller of personal data. The commitments under the GDPR apply from 25 May 2018.

### C. Processing

1. The Publisher shall not engage another processor without prior specific or general written authorization of the Society. In the case of general written authorization, the Publisher shall inform the Society of any intended changes concerning the addition or replacement of other processors, thereby giving the Society the opportunity to object to such changes.
2. Processing by the Publisher shall be governed by this DPA. In particular, the Publisher shall:
  - (a) process the personal data only on documented instructions from the Society, including with regard to transfers of personal data to a third country or an international organization, unless required to do so by UK, Union or Member State law to which the Publisher is subject; in such a case, the Publisher shall inform the Society of that legal



requirement before processing, unless that law prohibits such information on important grounds of public interest;

- (b) ensure that persons authorized to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
- (c) take all measures required pursuant to Article 32 of the GDPR;
- (d) respect the conditions referred to in paragraphs 1 and 3 in this clause C for engaging another processor;
- (e) taking into account the nature of the processing, assist the Society by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of the Society's obligation to respond to requests for exercising the data subject's rights laid down in Chapter III of the GDPR;
- (f) assist the Society in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the GDPR taking into account the nature of processing and the information available to the Publisher;
- (g) at the choice of the Society, delete or return all the personal data to the Society after the end of the provision of services relating to processing and delete existing copies unless UK, Union or Member State law requires storage of the personal data;
- (h) make available to the Society all information necessary to demonstrate compliance with the obligations laid down in Article 28 of the GDPR and allow for and contribute to audits, including inspections, conducted by the Society or another auditor mandated by the Society.

The Publisher shall immediately inform the Society if, in its opinion, an instruction from the Society to the Publisher infringes the GDPR or other UK, Union or Member State data protection provisions.

3. Where the Publisher engages another processor for carrying out specific processing activities on behalf of the Society, the same data protection obligations as set out in this DPA shall be imposed on that other processor by way of a contract or other legal act under UK, Union or Member State law, in particular providing sufficient guarantees to implement appropriate technical and organisational measures in such a manner that the processing will meet the requirements of the GDPR. Where that other processor fails to fulfil those data protection obligations, the Publisher shall (subject to the terms of the Agreement) remain fully liable to the Society for the performance of that other processor's obligations.



4. The subject-matter of processing is the personal data provided by the Society to the Publisher under the Agreement. The duration of the processing is the duration of the Publisher's provision of the services to the Society under the Agreement. The nature and purpose of the processing is in connection with the Publisher's provision of the services to the Society under the Agreement. The types of personal data processed and categories of data subjects are described in Article VIII of the Agreement.
5. The Agreement including this DPA are the Society's complete and final documented instructions to the Publisher for the processing of personal data. Additional or alternate instructions must be agreed upon separately by the parties in writing. The Publisher will ensure that its personnel engaged in the processing of personal data will process personal data only on documented instructions from the Society, unless required to do so by UK, Union, Member State or other applicable law.
6. On expiration or termination of the Agreement and conclusion of the services provided by the Publisher to the Society, the Publisher shall delete or return personal data in accordance with the terms and timelines set forth in the Agreement, unless UK, Union, Member State or other applicable law requires storage of the personal data.

#### D. Subprocessors

The Society consents to the Publisher engaging other processors for the processing of personal data in accordance with this DPA. The Publisher shall maintain a list of such processors at <http://www.elsevier.com/legal/subprocessors/societies> which the Publisher may update from time to time. At least fourteen (14) days before authorising any new such processor to process personal data, the Publisher shall update the list on its website. The Society may object to the change without penalty by notifying the Publisher within fourteen (14) days after the website is updated and describing its reasons to object. The Publisher shall use reasonable endeavours to avoid processing of personal data by such new processor to which the Society reasonably objects.

#### E. Data Subject Rights

The Publisher shall, to the extent legally permitted, promptly notify the Society of any data subject requests the Publisher receives and reasonably cooperate with the Society to fulfil its obligations under the Data Protection Laws in relation to such requests. The Society shall be responsible for any reasonable costs arising from the Publisher providing assistance to the Society to fulfil such obligations.

#### F. Transfer

The Publisher shall ensure that, to the extent that any personal data originating from the UK, Switzerland or EEA is transferred by the Publisher to another processor in a country or territory outside the UK, Switzerland or EEA that has not received a binding adequacy decision by the



European Commission or competent national data protection authority, such transfer shall be subject to an appropriate transfer mechanism that provides an adequate level of protection in accordance with the Data Protection Laws.

#### G. Security

1. 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, the parties shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, including the measures set out in Article 32 of the GDPR as appropriate.
2. In assessing the appropriate level of security, account shall be taken in particular of the risks that are presented by processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to personal data transmitted, stored or otherwise processed.
3. The parties shall take steps to ensure that any natural person acting under the authority of either party who has access to personal data does not process them except on instructions from the Society, unless he or she is required to do so by UK, Union or Member State law.

#### H. Personal Data Breach

The Publisher shall notify the Society without undue delay after becoming aware of a personal data breach and shall reasonably respond to the Society's requests for further information to assist the Society in fulfilling its obligations under Articles 33 and 34 of the GDPR.

#### I. Records of Processing Activities

The Publisher shall maintain all records required by Article 30(2) of the GDPR and, to the extent applicable to the processing of personal data on behalf of the Society, make them available to the Society as required.

#### J. Audit

Audits shall be (i) subject to the execution of appropriate confidentiality undertakings; (ii) conducted no more than once per year, unless a demonstrated reasonable belief of non-compliance with the Agreement has been made, upon thirty (30) days written notice and having provided a plan for such review; and (iii) conducted at a mutually agreed upon time and in an agreed upon manner.

#### K. Conflict



If there is any conflict or inconsistency between the terms of this DPA and the rest of the Agreement, the terms of this DPA shall control to the extent required by law. Otherwise, the other parties of the Agreement shall control in the case of such conflict or inconsistency.”

Except as modified hereby, all of the provisions of the Agreement are hereby ratified and affirmed.

**IN WITNESS WHEREOF**, the parties have executed this Amendment the day and year first above written.

International Society for Forensic Genetics

ELSEVIER B.V.

DocuSigned by:  
*Walther Parson*  
06B2AFC6F5CB480...

DocuSigned by:  
*Carl Schwarz*  
1D12F877C20E4C9...

By: Walther Parson

By: Carl Schwarz  
SVP Health and Medical Sciences