



Stephen Stockdale, Ph.D.

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www.biofigr.com

GDPR and Data Protection Agreement

This GDPR and Data Protection Agreement ("Agreement") is made between [Client Name] _____ ("Data Owner" or "Client") and BioFigR Limited ("Data Processor" or "Service Provider"), outlining the respective rights and obligations regarding the processing, storage, and protection of the Client's data.

BioFigR is a data analysis and consultancy service specializing in bioinformatics and related fields. This Agreement details the terms under which BioFigR will process, store, and secure the Client's data in compliance with the General Data Protection Regulation (GDPR) and related legal frameworks.

1. Ownership of Data and Intellectual Property

1.1 Data Ownership:

The data provided by the Client, as well as any data generated through the services rendered by BioFigR, will remain the exclusive property of the Client. BioFigR acknowledges that the Client is the sole owner of all rights, title, and interest in the data provided or generated, including any personal or sensitive information.

1.2 Intellectual Property:

BioFigR makes no claim to ownership over any patents, technologies, inventions, or intellectual property rights that may arise from or be developed as a result of the data analysis or services performed. The Client retains full ownership of all intellectual property arising from the data or any discoveries, technologies, or patents resulting from the analysis.

1.3 Repurposing of Code and Graphs:

BioFigR reserves the right to repurpose non-proprietary code, methodologies, or graphs developed during the analysis process for future projects. This does not include proprietary Client data or information, which will not be reused or disclosed without the Client's explicit written consent.

2. Data Storage and Backup

2.1 Data Security:

Client data will be securely stored on BioFigR's password-protected systems, with backups to Dropbox cloud storage. Access to Dropbox is secured with two-factor authentication (2FA). Real-time backup ensures that all data is kept safe, with a 30-day recovery plan for files that are accidentally deleted or corrupted.

10 Plunkett Terrace, Cobh, Co. Cork, P24 N524, Ireland

Registered in Ireland No.: 767442

VAT No.: IE4324076FH



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2.2 Dropbox Data Location:

Dropbox may store data on servers located within the European Economic Area (EEA) or outside the EEA. Dropbox complies with GDPR through the use of Standard Contractual Clauses (SCCs) to ensure that any transfer of data outside the EEA is legally protected.

3. Data Retention and Review

3.1 Retention of Client Project Data:

Unless otherwise specified by the Client, project data will be stored indefinitely as part of BioFigR's training, development, and business progression goals. Clients may request the removal of specific project data, in which case BioFigR will ensure its deletion within a reasonable timeframe.

3.2 Retention of Personal Data:

Personal data, such as contact information, will be reviewed every 12 months. Only information pertinent for follow-up projects or after-sales support will be retained beyond this period, with all non-essential data being deleted securely.

4. Data Access and Confidentiality

4.1 Access to Data:

Only authorized employees of BioFigR will have access to the Client's data. BioFigR commits to maintaining the confidentiality of all client data and will not share data with any third-party service, website, or repository (such as ChatGPT, GitHub, Figshare) without the Client's explicit written consent.

5. Data Breach Notification

5.1 Notification of Breach:

In the event of a suspected or confirmed data breach, BioFigR will notify the Client and the relevant authority, the Data Protection Commission (DPC) of Ireland, within 72 hours of becoming aware of the breach.

Contact Details of the Relevant Authority:

Data Protection Commission (DPC)

Website: <https://www.dataprotection.ie>



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The data breach notification will include:

A description of the nature of the breach, including, where possible, the categories and approximate number of affected individuals and records. The name and contact details of the data protection officer or another contact point where more information can be obtained. The likely consequences of the data breach. The measures taken or proposed to be taken to address the breach, including steps to mitigate its possible adverse effects.

6. Client Rights Under GDPR (Articles 15-20)

The Client has the following rights under GDPR:

Right of Access (Article 15): The Client has the right to request access to the personal and project-related data that BioFigR holds.

Right to Rectification (Article 16): The Client can request corrections to any inaccurate or incomplete data.

Right to Erasure (Article 17): The Client may request the deletion of their data, provided it is no longer necessary for the purpose for which it was collected.

Right to Restrict Processing (Article 18): The Client may request the restriction of data processing in certain circumstances, such as contesting the accuracy of the data.

Right to Notification (Article 19): When BioFigR rectifies, erases, or restricts the processing of the Client's personal data under Articles 16, 17, or 18, BioFigR will notify any third parties to whom the data was disclosed, unless this proves impossible or requires disproportionate effort. The Client may also request information about these recipients.

Right to Data Portability (Article 20): The Client can request their data to be transferred to another platform or provided in a structured, commonly used, machine-readable format.



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7. AI and Data Processing

7.1 Use of AI Tools:

BioFigR may utilize AI platforms, such as ChatGPT, to progress project-specific tasks. This will include sharing snippets of code, error messages, and screenshots, but never the entirety of any project data or personal information. Any use of AI will be limited to resolving technical queries or improving workflows.

7.2 Project-Specific Queries:

Generalized questions relating to the project, methodologies, or topics may be addressed using AI tools and supplemented with primary literature. Should further information or clarification be necessary, BioFigR will contact the Client directly to ensure accuracy and transparency.

8. Consent

By signing this Agreement, the Client consents to the processing and storage of their personal and project-related data in accordance with the terms outlined above.

Client Name _____

Signature _____

Date _____

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