

# Cisco Networking Academy

This Privacy Data Sheet describes the processing of personal data by Cisco Networking Academy learning platforms and applications, including Legacy Cisco Networking Academy learning platform and Packet Tracer learning applications (collectively, the “*Cisco Networking Academy Solutions*”).

## 1. Overview

As the world changes all around us, acquiring technical skills is what brings opportunity, and the promise of education is what offers hope. Together with our education, instructor, training, and employment partners Cisco has made a commitment to developing the workforce of the future through the Cisco Networking Academy program. Since 1997, Cisco Networking Academy has been working toward a single goal: fostering the technical and entrepreneurial skills that people, educators, and companies need to change the world for the better. We support education worldwide by helping people learn IT skills and enabling them to innovate like technologists, think like entrepreneurs, and act as social change agents solving today’s problems using technology. If you use Cisco Networking Academy Solutions together with other Cisco products or services, visit [The Cisco Trust Center](#) for descriptions of the data that may be collected and processed in connection with those products or services.

The Cisco Networking Academy Solutions are online e-learning platforms that are accessible by Members worldwide. Members can choose from a variety of learning resources and courses, based on their interests, required skills for job placements, and location preferences. Members may choose to take self-paced, online courses offered directly by Cisco or to take self-paced or instructor-led Cisco Networking Academy and Skills For All courses offered by our Academies.

Throughout this document, we have used the terms Members, Users, and Cisco Partners. Here is a brief explanation of these terms:

**‘Members’** and **‘Users’** refers to users of the Cisco Networking Academy Solutions, Cisco Authorized Instructors, and other staff at the Cisco Academies. We use these two terms interchangeably in this Privacy Data Sheet.

**‘Cisco Partners’** refers to Cisco Academies and third-party service providers that we engage in connection with our provisioning of the Cisco Networking Academy Solutions. Cisco Academies are institutions authorized by Cisco to use Cisco content and learning offerings to teach IT, networking, and other technology-related classes via the Cisco Networking Academy Solutions.

To learn more about the Cisco Networking Academy Solutions, visit Cisco Networking Academy learning platform.

## 2. Personal Data Processing

Cisco Networking Academy generally processes the personal data listed below for the reasons listed below. There may be times where Cisco Networking Academy processes personal data that is not listed below, in which case, Cisco will provide you with notice of such processing where feasible. For example, you may be asked to provide additional personal data to provide you with technical support or access Networking Academy content.

For more information on data management and the purpose of processing, please see our [Trust Center](#) on [How We Manage Data](#).

**Note to EEA, Swiss, and UK Residents:** Cisco Systems, Inc., doing business as Cisco Networking Academy, is the processor of the personal information described in this Section 2. Processing of your personal data is required to use the Cisco Networking Academy Solutions. Cisco will process your personal data consistent with

this Privacy Data Sheet to serve legitimate interests and in accordance with your instructions. In jurisdictions that distinguish between Data Controllers and Data Processors, Cisco is the Data Controller for personal data processed to administer, manage, and improve the customer relationship and service. Cisco is the Data Processor for personal data processed by the Service solely to provide its functionality.

| Category of Personal Data      | Examples   | Purpose   |
|--------------------------------|--|---|
| <b>Profile Information</b>     | <ul style="list-style-type: none"> <li>Name</li> <li>Email Address</li> <li>Phone Number</li> <li>Regional Location (e.g., country, state, province)</li> <li>Birth Month and Birth Year</li> <li>Work Experience</li> <li>Spoken and/or Preferred Language(s)</li> <li>Answers to Security Questions</li> </ul> | <p>To provide the Cisco Networking Academy Solutions to you, including:</p> <ul style="list-style-type: none"> <li>Creating and maintaining your Cisco Networking Academy account</li> <li>Authenticating access to your account</li> <li>Providing you access to your personal profile</li> <li>Provide access to assessments, quizzes, and your scores in each of them as well as access to your gradebook</li> <li>Providing you with awards and other merit recognitions (e.g., course completion certificates, participation certificates, and merit letters)</li> <li>Providing Member support, including account and technical support.</li> </ul> <p>To communicate with you, such as:</p> <ul style="list-style-type: none"> <li>Providing you with recommendations for courses, webinars, and other learning resources</li> <li>Inviting you to Cisco Networking Academy related events</li> <li>Inviting you to participate in surveys and to provide feedback</li> <li>Providing you with service-messages, such as scheduled and emergency maintenance notifications, notice of updates to the Cisco Networking Academy Terms of Use, reminders of upcoming courses, and more.</li> </ul> <p>To make improvements to the Cisco Networking Academy services, including the Cisco Networking Academy platform, course content and other learning materials, and the Cisco Networking Academy member and technical support.</p> |
| <b>Demographic Information</b> | <ul style="list-style-type: none"> <li>Gender</li> <li>Disability</li> <li>Race/Ethnicity (US Only)</li> <li>Military Status (US Only)</li> </ul>  | <p>We use Demographic Information to:</p> <ul style="list-style-type: none"> <li>Demonstrate <a href="#">Cisco's Corporate Social Responsibility</a> through impact reporting using gender, disability, and race/ethnicity.</li> <li>Match jobs and market to US military veterans, thereby promoting the impact of Cisco Networking Academy on the military community.</li> </ul>  |
| <b>Learning History</b>        | <ul style="list-style-type: none"> <li>Learning History (e.g., videos interactive activities, quizzes)</li> <li>Assessment Data</li> </ul>   | <p>We use curriculum usage information to:</p> <ul style="list-style-type: none"> <li>Track User learning progression</li> <li>Measure learning progress to assign scores and course badges</li> <li>Understand how interactive activities are used for educational purposes</li> </ul>   |

|                                     |   |  |
|-------------------------------------|---|--|
|                                     |   | <ul style="list-style-type: none"> <li>• Diagnose technical issues</li> <li>• Conduct analytics to identify opportunities for improvement</li> </ul>   |
| <b>Device and Usage Information</b> | <ul style="list-style-type: none"> <li>• Online Identifiers and Device Information (e.g., IP address, operating system, device type, unique identifier (UID), etc.)</li> <li>• Usage Logs (e.g., how many times a user visits a Cisco Networking Academy Solution, which features of the Cisco Networking Academy Solution are used, which objects in the Cisco Networking Academy Solutions Users interact with, etc.)</li> <li>• Location (e.g., state, country, latitude and longitude)</li> </ul> | <p>We use Device and Usage Information to:</p> <ul style="list-style-type: none"> <li>• Provide the Cisco Networking Academy Solutions</li> <li>• To better understand how our users use the Cisco Networking Academy Solutions so we can improve them</li> <li>• To provide you with more relevant content and advertisements.</li> <li>• To analyze the effectiveness of our marketing efforts.</li> </ul> |
| <b>Cookies</b>                      | <ul style="list-style-type: none"> <li>• Essential cookies to help secure and enable your use of use of the Cisco Networking Academy Solutions and its features.</li> </ul>   | <ul style="list-style-type: none"> <li>• To analyze and improve the Cisco Networking Academy Solutions, understand your interest in the Cisco Networking Academy Solutions, and to provide you with more relevant content and ads.</li> </ul>  |
| <b>Feedback Information</b>         | <ul style="list-style-type: none"> <li>• Personal data that you elect to share with us when you provide feedback (e.g., submit a feedback form, email your feedback to us, chat with support specialist, etc.).</li> </ul>  | <p>We use Feedback Information to provide you with and improve the Cisco Networking Academy Solutions</p>  |

For data and purposes processed under legitimate interest, Cisco has taken into account its interests and those of the individuals and balanced it against potential impact and reasonable expectation of individual privacy. Section 10 Exercising Data Subject Rights contains information on how to object.

### 3. Sources of Personal Information

To process your personal information as we describe in this Privacy Data Sheet and the [Cisco Online Privacy Statement](#), Cisco may collect your data from the following sources:

#### **Directly from You:**

We may collect personal information directly from you. For example, we may collect your personal information when you sign up for a Cisco Networking Academy account, use the Cisco Networking Academy Solutions, or communicate with Cisco Networking Academy.

#### **Cisco Academies:**

Cisco may collect your personal information from the Cisco Academies. For example, a Cisco Academy may provide Cisco with a list of individuals to register for a course or to invite their Users to sign up for an account.

#### **Cisco Partners:**

Cisco may collect personal information from other organizations with whom we partner.

#### **Cisco Service Providers:**

Cisco may collect your personal information from our service providers.

### 4. Data Center Locations

Cisco uses its own data centers as well as third-party infrastructure providers to deliver the service globally (data center locations may change from time to time and this Privacy Data Sheet will be updated to reflect those changes):

| Cisco Data Center Locations | Infrastructure Provider Locations      |
|-----------------------------|--|
| Richardson, Texas, USA      | AWS Data Center, Virginia, USA         |
| Allen, Texas, USA           | *AWS China Data Center, Beijing, China |

\* Cisco Networking Academy uses the AWS China Data Center to provide the Cisco Networking Academy Solutions to Users residing in Mainland China; however, personal information of Users located in Mainland China may be transferred to and accessed from the United States and other countries around the world.

## 5. Cross-Border Data Transfer Mechanisms

Cisco has invested in transfer mechanisms to enable the lawful use of data across jurisdictions:

- [Binding Corporate Rules \(Controller\)](#)
- [APEC Cross-Border Privacy Rules](#)
- [APEC Privacy Recognition for Processors](#)
- [EU Standard Contractual Clauses](#)
- [EU-U.S. Data Privacy Framework and the U.K. Extension to the EU-U.S. Data Privacy Framework](#)
- [Swiss-U.S. Data Privacy Framework](#)

## 6. Data Retention

Cisco retains personal data to process the data for the purposes described in this Privacy Data Sheet and [Cisco's Online Privacy Statement](#). When determining the retention period for those purposes, Cisco takes the following factors into consideration:

- the nature of the data,
- the purpose for processing the data, and
- how long we believe the data may be necessary and relevant for such purposes.

## 7. Personal Data Security

Cisco has implemented [appropriate technical and organizational measures](#) designed to safeguard personal data from accidental loss and unauthorized access, use, alteration, and disclosure. For more information and FAQs related to Cisco's Security and Privacy Program please visit the [Cisco Trust Center](#).

## 8. With Whom We Share Your Data

We may share your personal data with Cisco Partners globally to process your personal data in accordance with the Cisco Online Privacy Statement and this Privacy Data sheet, including to provide you with courses offered by Cisco Networking Academy and/or Cisco Academies. To learn more about with whom Cisco may share your personal data, visit [Cisco's Online Privacy Statement](#).

We will not sell your information unless you consent to us doing so.

## 9. Certifications and Compliance with Privacy Requirements

The Security and Trust Organization and Cisco Legal provide risk and compliance management and consultation services to help drive security and regulatory compliance into the design of Cisco products and

services. The Service is built with privacy in mind and is designed so that it can be used in a manner consistent with global privacy requirements.

Further, in addition to complying with our stringent internal standards, Cisco also maintains third-party validations to demonstrate our commitment to information security.

Cisco holds a Global ISO 9001 Certification and ISO 14001 Registration, managed by the Corporate Quality Compliance and Certifications program, which establishes and maintains policies that ensure quality management of processes and environmental responsibilities. Visit our [Quality Certifications](#) page to understand the scope of these compliance certifications and read more information.

## 10. Exercising Data Subject Rights

Users whose personal data is processed by the Cisco Networking Academy may have the right to request access, obtain a copy of, correct, delete, and in some instances, suspend the processing of your personal data.

We will ask Users to verify their identity (typically with the email address associated with a Cisco account) before responding to the request. If we cannot comply with a User's request, we will provide the User with an explanation.

Requests can be made by submitting a request via:

- 1) the Cisco [Privacy Request Form](#)
- 2) by postal mail:

|   |  |   |
|---|--|---|
| <p><b>Chief Privacy Officer</b><br/>Cisco Systems, Inc.<br/>170 W. Tasman Drive<br/>San Jose, CA 95134<br/>UNITED STATES</p>    |  |   |
| <p><b>Americas Privacy Officer</b><br/>Cisco Systems, Inc.<br/>170 W. Tasman Drive<br/>San Jose, CA 95134<br/>UNITED STATES</p> | <p><b>APJC Privacy Officer</b><br/>Cisco Systems, Inc.<br/>Bldg 80, Lvl 25, Mapletree Biz City,<br/>80 Pasir Panjang Road,<br/>Singapore, 117372<br/>SINGAPORE</p> | <p><b>EMEA Privacy Officer</b><br/>Cisco Systems, Inc.<br/>Haarlerbergweg 13-19, 1101<br/>CH Amsterdam-Zuidoost<br/>NETHERLANDS</p> |

Visit [Cisco's Online Privacy Statement](#) to learn more.

## 11. General Information

For more general information and FAQs related to Cisco's Security and Privacy Program, please visit the [Cisco Trust Center](#).

Cisco Privacy Data Sheets are reviewed and updated on an annual, or as needed, basis. For the most current version, go to the [Personal Data Privacy](#) section of the [Cisco Trust Center](#).

To receive email notifications of updates to the Privacy Data Sheet, click the "Subscribe" link in the upper right corner of the [Cisco Trust Center](#).

Cisco may provide local language translations of this Data Privacy Sheet in some locations. You agree those translations are provided for informational purposes only and if there is any inconsistency, the English version of



this Data Privacy Sheet will prevail.

## Data Protection Addendum

This Data Protection Addendum (“*DPA*”) is hereby entered into by and between Cisco Systems, Inc. and the counterparty identified in the applicable Cisco Networking Academy membership agreement (e.g., Instructor Training Center Membership Agreement, Academy Support Center Membership Agreement, and/or Cisco Academy Membership Agreement) (the “*Partner*”). This DPA supplements the Cisco Networking Academy membership agreement entered into by and between the Parties (the “*Agreement*”). In the event of a conflict between the terms of the Agreement and this DPA, the terms of this DPA shall prevail. Any capitalized terms not otherwise defined herein shall have the same meaning ascribed to them in the Agreement.

**1. Purpose and Scope.** This DPA applies to the transfer of Personal Data between the Parties in connection with the Partner’s participation in the Networking Academy Membership Program, as further described in the Agreement.

### 2. Definitions.

“*Cisco Group Companies*” refers to Cisco or any corporation or company that directly or indirectly controls, or is controlled by, or is under common control with Cisco. For the purposes of this definition, “control” means to: (a) own more than 50% of a Cisco Group Company; or (b) be able to direct the affairs of a Cisco Group Company through any lawful means (e.g., a contract that allows control).

“*Controller*” shall have the same meaning ascribed to “controller” under the GDPR and other equivalent terms under other Data Protection Laws (e.g., “Business” as defined under the CCPA), as applicable.

“*C2C SCCs*” refers to the controller-to-controller model of the standard contractual clauses for transfer of personal data to third countries pursuant to European Commission Decision (2021/914/EC) pursuant to Regulation (EU) (2016/679 of the European Parliament and the Council located at

<https://netacad.com/resources/legal/controller-to-controller-scc>, the terms of which are incorporated herein by reference.

“*Cisco’s Online Privacy Statement*” refers to the Cisco’s Online Privacy Statement located at <https://www.cisco.com/c/en/us/about/legal/privacy-full.html>, as Cisco may modify from time to time.

“*Data Protection Laws*” refers to any and all consumer protection, anti-spam, privacy, and data protection laws and any other similar laws that are applicable to the Personal Data, which may include, without limitation, the General Data Protection Regulation (“*GDPR*”) and corresponding member state implementation laws, the UK Data Protection Act, Federal Act on Data Protection of June 19, 1992 (SR 235.1) (“*FADP*”), and the California Consumer Privacy Act (“*CCPA*”).

“*Data Subject*” refers to the individual to whom Personal Data relates.

“*Networking Academy Platform*” refers to the Networking Academy Program technology platform.

“*Personal Data*” refers to any information that relates to an identified or identifiable individual and any ‘personal data’, ‘personal information’, or other similar terms as defined under the Data Protection Laws that is processed in connection with the Agreement.

“*Networking Academy Privacy Data Sheet*” refers to the Privacy Data Sheet for the Networking Academy Program located at <https://netacad.com/resources/legal/data-privacy-sheet>, as Cisco may modify from time to time.

“*Process*” and any other form of the verb “Process” means any operation or set of operations that is performed upon Personal Data, whether or not by automatic means, such as collection, recording, securing, organization, storage, adaptation or

alteration, access to, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure, or destruction.

“*Sensitive Personal Data*” refers to sensitive personal information (as defined under the CCPA), special categories of personal data (as described in Article 9 of the GDPR), and other similar categories of Personal Data that are afforded a higher level of protection under Data Protection Laws.

“*UK Addendum*” means the UK Addendum to the EU Commission Standard Contractual Clauses located at: <https://netacad.com/resources/legal/uk-addendum-eu-scc>.

**3. Details of Processing.** Details regarding the transfer of Personal Data and onward processing by the Parties are described in Annex 1 to this DPA.

**4. Compliance with Data Protection Laws.** Partner shall comply with all Data Protection Laws with respect to its respective Processing of Personal Data. Without limiting the generality of the foregoing, Partner shall not transfer any Personal Data to the Cisco Group Companies where such transfers would violate a Data Subjects rights and/or violate any Data Protection Laws.

**5. Notice and Consent.** Partner shall provide all information and obtain all consents that are necessary for Partner and the Cisco Group Companies to lawfully Process Personal Data for the purposes contemplated under the Agreement and this DPA, including the Intended Purposes. Partner shall maintain complete and accurate records of all such notices and consents and provide those records to Cisco upon request.

## **6. Data Subject Rights, Supervisory Authorities.**

**6.1. Data Subject Requests Relating to Data Processed on Networking Academy Platform.** Cisco shall be responsible for responding to and fulfilling Data Subject Rights requests relating to Personal

Data processed on the Networking Academy Platform. Partner will immediately notify Cisco of any Data Subject Rights Request that it receives and provide Cisco with such cooperation that it may reasonably request in responding to and fulfilling such requests.

**6.2. Data Subject Requests Relating to Data Processed Outside of the Networking Academy Platform.** Each Party shall be responsible for responding to and fulfilling Data Subject Rights requests relating to their respective Processing of Personal Data outside of the Networking Academy Platform.

**6.3. Supervisory Authorities.** Partner shall immediately notify Cisco of any formal communication that Partner receives from a supervisory authority or other regulatory authority relating to Personal Data.

**7. Security.** Partner shall implement and maintain commercially reasonable and appropriate physical, technical, and organizational security measures to protect the confidentiality, integrity, and availability of the Personal Data processed by Partner, including measures designed to protect Personal Data against accidental or unlawful destruction; accidental loss, alteration, unauthorized disclosure or access; and all other unlawful and/or unauthorized forms of Processing (the “*Security Measures*”), especially with regards to safeguarding the transfer of Personal Data to the Cisco Group Companies. Without limiting the generality of the foregoing, the Security Measures shall include, at a minimum, (i) all measures as may be required under any Data Protection Laws (including Article 32 of the GDPR), and (ii) ensuring Personal Data is appropriately encrypted in transit when transferring such Personal Data to the Cisco Group Companies.

**8. Cooperation.** Partner will reasonably cooperate with Cisco in connection with the Processing of Personal Data in connection with the Agreement, including assisting Cisco in consulting with supervisory or other regulatory authorities, performing data protection impact assessments, and assessing Partner’s compliance with the Data Protection Laws.



## 9. Cross-Border Transfers.

9.1. General. Partner acknowledges and agrees that Cisco Group Companies may transfer to and otherwise Process Personal Data in various countries around the world.

9.2. Transfers from EU, EEA, Switzerland, and the United Kingdom. This Section 9.2 applies to the extent the Processing of Personal Data pursuant to the Agreement involves the transfer of Personal Data from one Party to the other Party, where the Personal Data is being transferred from, and is subject to the Data Protection Laws of, the EEA, Switzerland, or the United Kingdom.

i. Transfers to Countries that Offer Adequate Level of Data Protection. Transfers of Personal Data from one Party to the other Party may include transfers from the EEA, Switzerland, and the United Kingdom to countries that offer adequate levels of data protection as determined by the relevant government authorities pursuant to the Data Protection Laws (“*Adequacy Decisions*”).

ii. Transfers From EEA, Switzerland, or UK to Other Countries. If a Transfer of Personal Data from one Party to the other Party includes transfers from the EEA, Switzerland, or the United Kingdom to countries which are not subject to an Adequacy Decision (“*Other Countries*”) and such transfer is not permitted through alternative means permitted under the Data Protection Laws, then the C2C SCCs shall apply to such transfers to the extent applicable. For the purposes of the C2C SCCs: (a) each Party shall be the “data importer” with respect to the Personal Data that it receives from the other Party, and each Party shall be the “data exporter” with respect to the Personal Data that it transfers to the other Party; (b) the details of the transfer referenced in Section B of Annex 1 to the C2C SCCs are as set forth in Annex 1 to this DPA; and (d) the technical and organizational safeguards referenced in Annex II to the C2C SCCs are as set forth in Section 7 (Security) of this DPA.

iii. Additional Terms for Transfers from Switzerland. The following terms shall apply to the C2C SCCs solely with regards to transfers of Personal Data between the Parties that are governed by the Data Protection Laws of Switzerland:

a. *Competent Supervisory Authority*. Notwithstanding Clause 13 of the C2C SCCs, the competent supervisory authority shall be Switzerland’s Federal Data Protection and Information Commissioner (FDPIC).

b. *Governing Laws*. Notwithstanding Clause 17 of the C2C SCCs, the C2C SCCs shall be governed by the laws of Switzerland.

c. *Choice of Venue*. Notwithstanding Clause 18(b) of the C2C SCCs s, but subject to Clause 18(c) of the C2C SCCs, any dispute arising from the C2C SCCs shall be resolved by the courts of Switzerland.

d. *References to Member State*. Any references in the C2C SCCs to “European Union”, “Union”, “EU”, “EU Member State” or “Member State” shall be deemed to be a reference to Switzerland.

e. *References to GDPR*. Any references in the C2C SCCs to the GDPR or any articles of the GDPR shall be deemed to be references to the FADP and its corresponding provisions.

f. *Legal Entity Personal Data*. Until the revised version of the FADP dated September 25, 2020 takes effect, Personal Data governed by the FADP shall be deemed to include any information pertaining to an identified or identifiable legal entity.

iv. Additional Terms for Transfers from the United Kingdom. The UK Addendum shall apply to the C2C SCCs solely with regards to transfers of Personal Data between the Parties governed by the Data Protection Laws of the United Kingdom.

v. Conflict of Terms. In the event of a conflict between either the C2C SCCs and this DPA or

the Agreement, the C2C SCCs shall prevail, but solely to the extent of such conflict.

**10. Complete Agreement; Amendments.** This DPA is the complete agreement between the Parties concerning the subject matter of this DPA and replaces any prior or contemporaneous oral or written communications between the Parties. This DPA may only be modified by a written document executed by the Parties hereto. Notwithstanding the foregoing, Cisco may amend this DPA from time to time should Cisco determine, in its sole discretion, that any such amendment is necessary for Cisco to comply with any law, rule, regulation, or contractual obligation (“*Compliance Amendments*”). Cisco will provide Partner with at least thirty (30) days prior notice of any Compliance Amendments (the “*Notice Window*”). Supplier may object to Compliance Amendments by providing Cisco with notice of the

objection within the Notice Window. If notice of an objection is provided within the Notice Window, the Parties will negotiate the terms of the Compliance Amendment in good faith. Should the parties fail to mutually agree upon the terms of a Compliance Amendment within 90 days from the date of Partner’s objection notice, then either Party may terminate this DPA and the Agreement upon written notice to the other Party. If Partner does not object to a Compliance Amendment pursuant to the foregoing, then the Compliance Amendment will take effect at the end of the Notice Window.

**11. Survival.** The respective rights and obligations of the Parties hereunder shall survive the expiration or termination of the Agreement, regardless of the reasons for its expiration or termination.

Cisco may provide local language translations of this Data Protection Addendum in some locations. You agree those translations are provided for informational purposes only and if there is any inconsistency, the English version of this Data Protection Addendum will prevail.

## Annex 1 Details of Processing

- 1.1. Purpose of Transfers and Further Processing. Cisco may process Personal Data for the purposes described in Cisco's Online Privacy Statement, the Privacy Data Sheets, and as otherwise required and/or permitted by law, including the Data Protection Laws. Partner may process Personal Data for the purposes of providing content and educational materials, instruction, and support to Cisco Networking Academy Users in accordance with the Agreement and applicable laws, including the Data Protection Laws.
- 1.2. Nature of Processing. Personal Data shall be subject to processing activities that are necessary to process Personal Data for the purposes described above, such as analyzing, collecting, storing, transmitting, recording, using, sharing, and otherwise making available Personal Data.
- 1.3. Categories of Data Subjects. The categories of Data Subjects to which the Personal Data relates includes: the Partner's employees, contractors/consultants, and other representatives (e.g., course instructors) and Cisco Networking Academy Users.
- 1.4. Categories of Personal Data. The categories of Personal Data are as described in Cisco's Online Privacy Statement and the Privacy Data Sheet.
- 1.5. Categories of Sensitive Personal Data. Neither Party intends to transfer Sensitive Personal Data to the other Party in connection with the Agreement.
- 1.6. Frequency of Transfer. Personal Data will be transferred on a continuous basis throughout the term of the Agreement.
- 1.7. Retention Periods. Each Party shall retain Personal Data pursuant to their respective data retention policies, unless shorter or longer retention is required by law.