

# **Data Processing Agreement**

This Data Processing Agreement ("Agreement") is made between SkillQ ("Data Processor") and [User/Entity Name] ("Data Controller"), collectively referred to as the "Parties". This Agreement sets forth the terms and conditions under which SkillQ will process personal data on behalf of [User/Entity Name] in accordance with the applicable data protection laws.

## **Definitions**

1. "Personal Data": any information relating to an identified or identifiable natural person.
2. "Processing": any operation or set of operations performed on Personal Data, whether or not by automated means.
3. "Data Subject": an individual who is the subject of the Personal Data.

## **Data Processing Terms**

1. The Data Processor shall process Personal Data only on documented instructions from the Data Controller, including with respect to transfers of Personal Data to a third country or an international organization, unless required to do so by European Union or Member State law to which the processor is subject; in such a case, the processor shall inform the controller of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest.
2. The Data Processor ensures that persons authorized to process the Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

## **Security of Processing**

The Data Processor will implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk, including inter alia as appropriate: the pseudonymisation and encryption of personal data; the ability to ensure the ongoing confidentiality, integrity, availability, and resilience of processing systems and services; the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident; a process for regularly testing, assessing, and evaluating the effectiveness of technical and organizational measures for ensuring the security of the processing.

## **Data Subject Rights**

The Data Processor shall, to the extent legally permitted, promptly notify the Data Controller if it receives a request from a Data Subject to exercise the Data Subject's right of access, right to rectification, restriction of Processing, erasure ('right to be forgotten'), data portability, objection to Processing, or its right not to be subject to an automated individual decision making ('Data Subject Request'). The Data Processor shall not respond to any such Data Subject Request without the Data Controller's prior written consent except to confirm that the request relates to the Data Controller.