

Data Processing Agreement

Parties:

A (Controller)

Name:

Contact:

Contact details (e-mail, phone):

B (Processor)

Name:

Contact:

Contact details (e-mail, phone):

General description:

Party A, as the controller, possesses personal data and shares this with the processor.

The subject of the processing is (e.g. product name or service name):

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The **goal** of the processing is (provide service, detect fraud, pay salary):

@@

The **category** of data subjects / the group of people to whom the data relates is:

@@ (*customers, candidates, users, students, ...*)

The **type of data** that is shared (remove what is not applicable, add extra info):

First name Last name

Address and place of residence

telephone number

E-mail

Date of birth

IP address

MAC address

Browser type

Times of user activity

Study / test results

Orders / assignments

@@

The processing starts at date: @@

This ends at @@ (date, after end of main contract)

Obligations

Both parties are aware of the General Data Protection Regulation and will jointly endeavor to meet all legal requirements. The processor will in adhere to the following requirements:

1. Processing takes place exclusively on the basis of written instructions from the controller.
2. The processor may not use the personal data for its own purposes.

Data Processing Agreement

3. People employed by or working for the processor who come into contact with the relevant data have a non-disclosure agreement.
4. Processor takes appropriate technical and organizational measures so that the processing meets the requirements of the GDPR and the protection of the rights of the data subjects is guaranteed (see last section).
5. The processor does not engage with any sub-processor(s) without prior written permission from / or agreement with the controller.
6. The processor establishes the same obligations for a sub-processor in a sub-processor agreement as in this agreement.
7. In case of non-fulfillment of the obligations of the sub-processor, the processor is still liable for the fulfillment of obligations towards the controller.
8. The processor helps to comply with the obligations of the controller if data subjects exercise their privacy rights (such as the right to access, correction, erasure and data portability). The processor will not charge more than reasonable costs for this (max. € 100 per hour for direct hours only).
9. The processor helps to comply with the obligations regarding the data breach reporting obligation. This means that the processor immediately reports possible data leaks to the controller and cooperates with investigation / analysis. The processor does not have to report to the Data Protection Authority, the controller does this. The processor will not charge any costs regarding handling potential data leaks at the processor.
10. The processor helps to comply with the obligations regarding Data Protection Impact Assessment. The processor will not charge more than reasonable costs for this (max. € 100 per hour for direct hours only).
11. The processor cooperates with audits by the controller or a third party engaged by the controller. The processor makes all relevant information available to check whether the processor complies with the obligations set out in this agreement.
12. After the processing services have ended, the processor will delete the data (or return it to the responsible party), unless it is legally obliged to keep it. This will be done as soon as possible, but in any case within four weeks after the end of the processing services.
13. The processor may not process the data outside organizations / countries that offer at least as many guarantees as the European Union, unless otherwise agreed in writing.
14. This agreement is governed by Dutch law. Any dispute arising in connection with this data processing agreement must be brought to a Dutch court.

Overview security measures

The processor will at least apply the following measures:

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(For example pseudonymization and encryption of personal data, permanent information security, recovery of availability and access to data in the event of incidents, regular security testing.)

Agreed and signed:

Controller:	Processor:
Name:	Name:
Place, date:	Place, date:

Data Processing Agreement

Background of template

This template has been drawn up according to the guidelines of the Dutch Data Protection Authority, in order to comply with the AVG / GDPR. A processor agreement must be concluded between all clients and suppliers who exchange personal data.

The Dutch Data Protection Authority (DPA) is the leading regulator for GDPR in the Netherlands. The DPA has published the following about the processor agreement. This template is based on this.

Source (Dutch): <https://autoriteitpersoonsgegevens.nl/nl/onderwerpen/avg-nieuwe-europese-privacywetgeving/verantwoordingsplicht#wat-moet-er-in-een-verwerkersonderwerpovereenkomst-staan-6344>

Quote:

As soon as the General Data Protection Regulation (GDPR) applies, will you use the services of a processor? Then you and the processor are obliged to record a number of subjects in a written agreement (see Article 28, paragraph 3 of the GDPR).

You must document the following aspects:

General description:

A description of the subject, the duration, the nature and the purpose of the processing, the type of personal data, the categories of data subjects and your rights and obligations as a controller.

Processing instructions

In principle, the processing takes place exclusively on the basis of your written instructions. The processor may not use the personal data for its own purposes.

Non-disclosure

Persons employed by or working for the processor have a non-disclosure agreement.

Security

The processor will take appropriate technical and organizational measures to secure the processing. For example pseudonymization and encryption of personal data, permanent information security, recovery of availability and access to data in the event of incidents, regular security tests.

Sub-processors

The processor will not engage any sub-processor (s) without your prior written consent. The processor imposes the same obligations on a sub-processor in a sub-processor agreement as the processor has towards you. You can also directly agree in the agreement that, and under what conditions, the processor may engage sub-processors.

Is the sub-processor not fulfilling its obligations? Then the processor remains fully liable to you for fulfilling the obligations of the sub-processor (see Article 28, paragraph 4 of the GDPR).

Privacy rights

The processor helps you to comply with your obligations when data subjects exercise their privacy rights (such as the right to access, correction, erasure and data portability).

Other obligations

The processor also helps you to fulfill other obligations. Such as reporting data leaks, carrying out a data protection impact (DPIA) and a prior consultation.

Data deletion

After the processing services have ended, the processor will delete the data. Or he will return it to you if you wish. He also removes copies, unless the processor is legally obliged to keep the data.

Audits

The processor cooperates with your audits or those of a third party. And makes all relevant information available to check whether he as a processor complies with the above-mentioned obligations (from Article 28 GDPR).

ICT Institute publishes template such as these in order to help entrepreneurs to be compliant. Check our website for more information in GDPR, privacy and information security

<https://ictinstitute.nl/expertises/privacy/>