Data Protection Agreement

This Agreement forms an integral part of the
dated   .

1.   Parties

This Data Protection Agreement ("Agreement") is entered into between:

Data Controller:

("Controller")

and

Data Processor:

("Processor")

2.   Subject Matter

The Processor agrees to process personal data on behalf of the Controller in accordance with the terms of this Agreement and applicable data protection laws, including the General Data Protection Regulation (EU) 2016/679.

3.   Details of Data Processing

Aspect	Description
Subject Matter	
Nature of Processing	
Purpose of Processing	
Categories of Data	
Categories of Data Subjects	
Legal Basis for Processing	
Retention Period	

4.   Obligations of the Controller

The Controller shall:

- Ensure that it has a lawful basis for processing personal data;

- Provide data subjects with all necessary information regarding the processing;

- Maintain a record of processing activities;

- Respond to data subject requests in a timely manner;

- Inform the Processor of any changes in processing instructions or legal requirements.

5.   Obligations of the Processor

The Processor agrees to:

a) Process personal data only on documented instructions from the Controller;

b) Ensure confidentiality of personnel authorized to process the data;

c) Implement appropriate technical and organizational security measures;

d) Promptly inform the Controller of any data subject request and assist with its fulfillment;

e) Assist the Controller in complying with Articles 32–36 GDPR (security, breach notification, impact assessments, prior consultation);

f) Delete or return all personal data after the end of the service relationship, within 30 days, unless EU or Member State law requires storage;

g) Maintain written records of all categories of processing activities carried out on behalf of the Controller;

h) Make available to the Controller all information necessary to demonstrate compliance and allow audits.

6.   Sub-processors

The Processor shall not engage another processor without the prior specific or general written authorization of the Controller. Authorized sub-processors must enter into a written agreement imposing the same data protection obligations as set out in this DPA.
Current authorized sub-processors (if any):

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7.   International Transfers

The Processor shall not transfer personal data to a third country or international organization outside the European Economic Area (EEA) without ensuring appropriate safeguards in compliance with Chapter V of the GDPR, such as:

- An adequacy decision under Article 45;

- Standard Contractual Clauses under Article 46;

- Binding Corporate Rules or other lawful mechanisms.

8.   Security Measures

The Processor shall implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk, including (where appropriate):

- Pseudonymization and encryption;

- Ensuring confidentiality, integrity, availability, and resilience of systems;

- Regular testing and assessment of measures.

9.   Data Breach Notification

In the event of a personal data breach, the Processor shall notify the Controller **without undue delay**, and in any case within 36 hours after becoming aware of the breach.
The notification shall include:

- A description of the nature of the breach;

- The categories and approximate number of data subjects and data records concerned;

- Likely consequences of the breach;

- Measures taken or proposed to address the breach.

10.   Response to Data Subject Requests

The Processor shall promptly forward any request from a data subject to exercise their rights under Chapter III of the GDPR (access, rectification, erasure, etc.) to the Controller and shall assist the Controller in responding to such requests within 5 business days.

11.   Audits and Compliance

The Controller may, upon reasonable notice, audit the Processor's compliance with this Agreement no more than once per calendar year, unless required more

frequently by law or due to a security incident. The Processor shall cooperate and provide reasonable access to personnel and documentation.

12.   Return or Deletion of Data

Upon termination or expiration of this Agreement, the Processor shall:

- Return all personal data to the Controller or delete it, at the Controller's choice;

- Complete the return or deletion within 30 days unless EU or Member State law requires retention;

- Provide written confirmation of deletion upon request.

13.   Liability

Each party shall be liable for any damage caused by its processing activities that infringe the GDPR, as determined in accordance with Articles 82–84 GDPR.

14.   Governing Law and Jurisdiction

This Agreement shall be governed by the laws of   . Any disputes shall be resolved in the courts of   .

15.   Miscellaneous

This Agreement constitutes the entire data protection agreement between the parties and prevails over any conflicting provisions in other agreements. Amendments must be made in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Data Protection Agreement:

Controller	**Processor**
Name	Name
Title	Title
Signature	Signature
Date	Date