

**Data Protection Agreement**

Effective date:

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DPO Associates

Guido Gezellelaan 113/1

B - 3550 Heusden-Zolder



 **DPA**

Between: x

Hereinafter referred to as: **The controller.**

And

DPOASSOCIATES bv, G.Gezellelaan 113/1, B-3550 Heusden-Zolder, VAT:0781552160 Here represented by: Danny Baerts, External advisor.

Hereinafter referred to as: **The processor**.

1. **Whereas**:

Personal data are transmitted for the purpose of identifying the user, in particular by means of data such as names, identification numbers, location data, an online identification or one or more elements specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

Personal Data that has been encrypted also falls under the application of the GDPR Legislation. Only data that have been made anonymous in such a way that the person to whom they relate is no longer identifiable are not personal data. The processor has access to personal data in the performance of these services. The controller shall designate the purposes and means of the processing of those personal data. The processor is willing to carry out this processing and is also willing to comply with obligations regarding security and other aspects of the Personal Data Protection Act, insofar as this is within its power.

1. **Agreed as follows**:

**Article 1. Purpose of the processing**

* 1. The processor undertakes to process personal data on behalf of the controller under the conditions of this processor agreement. Processing will take place exclusively in the context of the execution of the agreement, more specifically in the context of the activity for which this processing agreement is drawn up.
	2. The Processor will not process the personal data for any other purpose than as determined by the controller. The controller will inform the processor of the processing purposes insofar as these have not already been mentioned in the processing agreement.
	3. The processor does not make independent decisions about the processing of the personal data for other purposes, including the provision thereof to third parties and the duration of the storage of data. Control over personal data or other agreements between the parties, as well as over the data processed by the processor in that context, rests with the controller. The personal data to be processed on behalf of the controller remains the property of the controller and/or the data subjects concerned.
	4. The controller guarantees that the processing of personal data as referred to in this processing agreement is not unlawful.

**Article 2. Obligations of the processor**

* 1. The processor guarantees compliance with the applicable laws and regulations in the field of the protection of personal data as stipulated in the GDPR.
	2. The processor shall, at its first request, inform the controller of the measures it has taken regarding its obligations under this processing agreement and the GDPR.
	3. The obligations of the processor also apply to those who process personal data under the authority of the processor, including but not limited to employees.
	4. The processor processes the personal data in a proper and careful manner and will not make backup copies of the personal data.
	5. The processing of data by the processor will never entail enriching the processor's databases with the data from the controller's datasets. The combination of data originating from the controller by processor is not permitted.
	6. The processor indemnifies the controller against any claims and procedures of third parties, including explicitly supervisory authorities such as the GDPR and data subjects, based on or arising from a violation of the privacy law and/or this processing agreement.

**Article 3. Transfer of personal data**

* 1. The processor may process personal data in countries within the European Union. Transfer to countries outside the European Union is prohibited.
	2. If the Processor wishes to carry out a transfer of Data outside Belgium and this transfer
	was not planned at the time the assignment was entrusted, the controller must be informed by telephone and e-mail about the reasons for the transfer and the location of the transfer. The Office has the right to object within 72 hours of being informed. Under no circumstances may the Processor transfer the Data outside the European Union or to a country without an adequate level of protection.

**Article 4. Division of responsibility**

* 1. The permitted processing operations are carried out within a semi-automated environment under the control of the processor.
	2. The processor is responsible for the processing of the personal data under this agreement, in accordance with the instructions of the controller, regardless of the legal responsibility.
	3. The controller is responsible for the own processing of personal data in which the processor is not involved.

**Article 5. Engaging third parties or subcontractors (Sub-processors)**

* 1. Within the framework of the agreement, the processor may not use a third party, without the prior consent of the controller, to whom the consent may be subject to further conditions.
	2. The processor shall in any case ensure that these third parties assume the same obligations in writing as have been agreed between the controller and the processor. The processor is responsible for correct compliance with these obligations by these third parties and is liable for all damage in the event of errors by these third parties as if it had committed the fault(s) itself. The controller has the right to view the agreements that may be involved. The processor indemnifies the controller against such claims.

**Article 6. Retention periods**

* 1. The controller shall inform the processor of the periods applicable to the processing of personal data by the processor.
	2. The processor will not store and/or process the personal data longer than is necessary for the purposes of this processing agreement.

**Article 7. Duty to report**

* 1. In the event of a security breach and/or data breach, the processor will inform the controller immediately, but no later than 24 hours after discovery of the breach, based on which the controller assesses whether it will inform the data subject(s) and/or the supervisory authority or not. The processor guarantees that the information provided is complete, correct and accurate. The reporting obligation applies regardless of the impact of the breach.
	2. If required by law and/or regulations, the processor will cooperate in informing the relevant authorities and/or data subjects.
	3. The reporting obligation shall in any case include reporting the fact that there has been a breach and:

 \* What the (alleged) cause of the breach is.

 \* What the (as yet known and/or expected) consequence is.

 \* What the (proposed) solution is.

 \* What rights the data subject has.

 \* Contact details for the follow-up of the report.

 \* Who has been informed (such as the person concerned, the person responsible,
 supervisory authority).

 \* What measures are already taken.

**Article 8. Technical and organizational security**

8.1. The processor shall take appropriate and sufficient technical and organizational
measures with regard to the processing of personal data to be carried out in order to adequately secure this data and to keep it secure against loss or against any form of unlawful use or processing (such as unauthorized access, impairment, modification or provision of the personal data).

8.2. The processor has in any case taken the following measures:

\* Logical access control, using passwords,

\* physical measures for access security,

\* automatic logging of all actions concerning the personal data,

\* encryption of digital files containing personal data,

\* a fire-resistant and burglar-proof safe for storing physical personal data,

\* organizational measures for access security,

* securing network connections via, among other things, Secure Socket Layer (SSL) technology or similar technology,
* purpose-bound access restrictions,
* control of powers conferred.

8.3 In addition to the provisions of Article 8.2. the processor will assist the controller in taking the appropriate technical and organizational measures.

**Article 9. Handling requests from data subjects**

9.1. If a data subject sends a request for access, correction, addition, modification or blocking to the processor, the processor will handle this request if the request is aimed at the processing concerning the purposes of the processor. In all other cases, the processor will forward the request to the controller who will further process the request. The processor may inform the data subject accordingly.

9.2. If a data subject sends a request for access to the controller, the processor will, if the controller so requests, cooperate insofar as this is possible and reasonable.

**Article 10. Control and audit**

10.1. The controller has the right to carry out audits independently at least once a year, or to have them carried out by an independent third party who is bound by confidentiality in order to check compliance with all points of this processor agreement and everything related to it.

10.2. This audit may in any case take place in the event of a concrete suspicion of misuse of personal data by the processor.

10.3. The processor will cooperate with the audit and make all reasonably relevant information for the audit available as soon as possible.

10.4. The findings resulting from the audit carried out will be assessed by the parties in mutual consultation and, as a result, whether they will be implemented by one of the parties or by both parties jointly.

10.5. The costs of the audit will be borne by the processor if it appears that work has not been carried out in accordance with the processor agreement and/or errors are found in the findings, which must be attributed to the processor. In any other case, the costs of the audit will be borne by the person responsible.

**Article 11. Insurance and liability**

11.1. The processor has adequately insured its liability arising from or related to this processor agreement and the agreement and will keep that liability insured by means of professional liability insurance during the duration of those insurances and for at least 1 year after their end by means of professional liability insurance.

11.2. At the first request of the controller, the processor will be able to provide a copy of the insurance policy and insurance conditions to the controller.

11.3. The processor declares that it has paid and will pay the insurance premiums on time and that it informs the insurer in good time of any claim by the controller or of any circumstance that could give rise to the assertion of any claim.

11.4. The processor is liable for all damage suffered by the controller because of any attributable shortcoming in the fulfillment of the processor agreement as well because of an unlawful act committed by the processor or any other act or omission of the processor that causes damage or disadvantage to the controller and indemnifies the controller against all claims of third parties in this regard.

**Article 12. Duration and termination**

12.1. This processing agreement has been entered into force during the execution of the main agreement

12.2. The processing agreement cannot be terminated in the meantime.

12.3. This processing agreement can only be amended or supplemented in writing by a document drawn up by both parties and signed by the authorized persons or its delegated representatives.

12.4. The processor will fully cooperate in adapting this agreement to make it suitable for any new privacy legislation.

12.5. In the event of termination, dissolution or termination of this processing agreement, on request, on any grounds or manner whatsoever, the processor will, on its own initiative, make all personal data available to the controller in the manner and in the format that the controller wishes, immediately cease the processing of the personal data, make all documents in which the personal data are recorded available to the controller, and permanently delete all personal data stored electronically from the data carrier or, insofar as permanent deletion of the data carrier is not possible, destroy the data carrier. The processor shall, at the first request of the controller, confirm in writing to the controller that the processor has fulfilled all obligations under this article.

12.6. If and insofar as the processor proves that this is necessary in connection with the validity of any statutory retention period or to prove to the controller that it has fulfilled its obligations, the processor is, by way of derogation from the provisions of Article 11.5., entitled to keep a copy of the data relating to the fulfilment of its obligations towards the controller for that retention period and the period over which it has fulfilled that must have proof. After the expiry of the aforementioned periods, the processor will still destroy the relevant data and provide the controller with proof thereof.

**Article 13 Penalty provision**

13.1. In the event of a breach of this processing agreement, the processor will forfeit a fine per violation and per day that the violation continues to the controller. Without prejudice to the right of the controller to claim (full) compensation. The total amount of compensations can never exceed the total value of the Contract.

**Article 14. Applicable law and dispute resolution**

14.1. This Agreement shall be construed in accordance with the laws of Belgium, without giving effect to the conflict of laws rules. All disputes arising in connection with this Obligation will be submitted exclusively to the Courts of Bruges.

14.2. Logs, measurements taken, audit reports and the like by the controller count as mandatory evidence, unless evidence to the contrary must be provided by the processor.

**Article 15. Personal Data**

15.1 We process your contact details (name, email) for the purpose of providing our GDPR

 services.

Thus agreed;

**The Controller: The processor:**

On behalf of: On behalf of: DPO Associates bv

Name: Name: Danny Baerts

Function: Function:Manager/External advisor

Date and place: Date and place:

Signature: Signature: