Data Processing Agreement (DPA) Template

This Data Processing Agreement ("Agreement") is made on [Date] by and between:

- **[Data Controller's Name],** a company incorporated under the laws of [Country], with its registered office at [Address] (hereinafter referred to as the "Controller").

- **[Data Processor's Name],** a company incorporated under the laws of [Country], with its registered office at [Address] (hereinafter referred to as the "Processor").

WHEREAS:

1. The Controller and the Processor have entered into an agreement for the provision of services (the "Service Agreement"), which involves the processing of personal data.

2. The Controller wishes to ensure that the Processor processes personal data in accordance with applicable data protection laws and regulations, including ISO 29100:2024.

NOW, THEREFORE, the parties agree as follows:

1. Definitions

- **"Personal Data":** Any information relating to an identified or identifiable natural person.

- **"Processing":** Any operation or set of operations performed on Personal Data, such as collection, recording, organization, storage, adaptation, alteration, retrieval, consultation, use, disclosure, or destruction.

- **"Sub-Processor":** Any third party engaged by the Processor to process Personal Data on behalf of the Controller.

2. Subject Matter of the Processing

- **2.1.** The Processor shall process Personal Data only for the purpose of [describe purpose] as set out in the Service Agreement.

- **2.2.** The types of Personal Data to be processed and the categories of data subjects are set out in **Annex 1** to this Agreement.

3. Obligations of the Processor

- **3.1.** The Processor shall process Personal Data only on documented instructions from the Controller unless required to do so by law.

- **3.2.** The Processor shall ensure that persons authorized to process the Personal Data have committed themselves to confidentiality.

- **3.3.** The Processor shall implement appropriate technical and organizational measures to ensure the security of Personal Data.

4. Sub-Processing

- **4.1.** The Processor shall not engage any Sub-Processor without the prior written consent of the Controller.

- **4.2.** Where the Processor engages a Sub-Processor, the Processor shall impose the same data protection obligations as set out in this Agreement.

5. Data Subject Rights

- **5.1.** The Processor shall assist the Controller in fulfilling its obligations to respond to data subjects' requests to exercise their rights under applicable data protection laws.

6. Data Breach Notification

- **6.1.** The Processor shall notify the Controller without undue delay after becoming aware of a personal data breach.

- **6.2.** The notification shall include a description of the nature of the breach, the likely consequences, and the measures taken or proposed to address the breach.

7. Data Retention and Deletion

- **7.1.** Upon termination of the Service Agreement, the Processor shall, at the choice of the Controller, delete or return all Personal Data to the Controller and delete existing copies unless retention is required by law.

8. Audit and Inspection

- **8.1.** The Processor shall make available to the Controller all information necessary to demonstrate compliance with the obligations laid down in this Agreement and shall allow for and contribute to audits and inspections conducted by the Controller or an auditor mandated by the Controller.

9. Liability

- **9.1.** The Processor shall be liable for the damages caused by the processing only where it has not complied with obligations of this Agreement or where it has acted outside or contrary to lawful instructions of the Controller.

10. Governing Law and Jurisdiction

- **10.1.** This Agreement shall be governed by and construed in accordance with the laws of [Country].

- **10.2.** Any disputes arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of [Jurisdiction].

11. Miscellaneous

- **11.1.** This Agreement constitutes the entire agreement between the parties with respect to the processing of Personal Data.

- **11.2.** Any amendments to this Agreement must be made in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

[Data Controller's Name]
By:
Title:
Date:

[Data Processor's Name]
By:
Title:
Date:

Annex 1: Details of Processing

- **Nature and Purpose of Processing:**
  [Describe the processing activities and purposes]

- **Types of Personal Data:**
  [List the types of personal data being processed, e.g., names, addresses, email addresses]

- **Categories of Data Subjects:**
  [List the categories of data subjects, e.g., customers, employees]

- **Duration of Processing:**
  [Specify the duration for which the data will be processed]

This template provides a comprehensive framework for a Data Processing Agreement, ensuring compliance with privacy standards and protecting the rights of data subjects.