



## Data Processing Agreement (DPA) Template

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### Data Processing Agreement (DPA)

This Agreement is entered into as of [Insert Date] by and between:

- **Data Controller:** [Insert Name and Contact Details of Controller]
  - **Data Processor:** [Insert Name and Contact Details of Processor]
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### 1. Definitions

- **Personally Identifiable Information (PII):** Any information relating to an identified or identifiable individual as defined in [applicable regulation].
  - **Data Subject:** The identified or identifiable natural person to whom the PII relates.
  - **Processing:** Any operation performed on PII, such as collection, storage, use, or disclosure.
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### 2. Subject of the Agreement

The Data Processor agrees to process PII on behalf of the Data Controller in accordance with the terms of this agreement and applicable data protection laws.

- **Nature of Processing:** [Describe nature (e.g., collection, storage, etc.)]
  - **Purpose of Processing:** [Purpose for which PII is processed]
  - **Categories of Data Subjects:** [E.g., employees, customers, suppliers]
  - **Categories of PII:** [E.g., name, address, email, etc.]
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### 3. Obligations of the Data Processor

The Data Processor agrees to:

1. **Process PII only on documented instructions** from the Data Controller.
2. **Ensure confidentiality** of the PII by ensuring all personnel with access to PII are committed to confidentiality.
3. **Implement appropriate technical and organizational measures** to ensure the security of the PII, including:
  - Encryption
  - Access control
  - Regular security audits
4. **Assist the Data Controller** in responding to requests from Data Subjects regarding their privacy rights (e.g., right to access, correction, deletion).
5. **Assist in managing data breaches**, including notifying the Data Controller without undue delay if a data breach occurs.
6. **Ensure that no PII is transferred to a third country** without appropriate safeguards as per applicable regulations.

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### 4. Sub-processors

The Data Processor may engage other processors (sub-processors) only with prior written approval from the Data Controller. The Data Processor is fully responsible for the performance of its sub-processors.

- **List of Approved Sub-processors:** [Insert list]
- **Approval for Future Sub-processors:** [Describe procedure for approval]



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## 5. Data Security

The Data Processor agrees to implement the following security measures to protect the PII:

- **Physical Security:** [e.g., secure data centers]
- **Network Security:** [e.g., firewalls, encryption]
- **Access Control:** [e.g., multi-factor authentication]
- **Incident Management:** [Describe how incidents will be handled]

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## 6. Audit Rights

The Data Controller has the right to audit or inspect the Data Processor's compliance with this agreement. The Data Processor shall provide all necessary information to demonstrate compliance and allow for audits or inspections.

- **Frequency of Audits:** [Insert time period, e.g., annually]
- **Audit Procedure:** [Describe audit process, who bears the cost, etc.]

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## 7. Return or Deletion of PII

Upon termination of the agreement or at the request of the Data Controller, the Data Processor shall:

- **Return all PII** to the Data Controller or delete it, unless legally required to retain it.
  - **Provide a certificate of deletion** if requested by the Data Controller.
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## **8. Data Breach Notification**

The Data Processor must notify the Data Controller without undue delay, and at the latest within [insert time frame], after becoming aware of any breach involving PII. The notification must include:

- **Nature of the breach**
  - **Types of PII affected**
  - **Consequences of the breach**
  - **Measures taken to address the breach**
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## **9. Liability**

The Data Processor will be liable for any damage or loss suffered by the Data Controller due to non-compliance with this agreement or applicable data protection laws.

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## **10. Duration of Agreement**

This agreement will remain in force for the duration of the processing activities, unless terminated earlier by either party.

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## **11. Governing Law and Jurisdiction**

This agreement is governed by the laws of [Insert Jurisdiction], and any disputes shall be resolved in the courts of [Insert Jurisdiction].

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## **Signatures**

### **Data Controller**

Name: \_\_\_\_\_



Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Data Processor**

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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This template follows the key requirements of ISO/IEC 27701:2019, ensuring that Data Processors protect Personally Identifiable Information (PII) and assist Data Controllers in their compliance efforts.