



Sample Data Processing Agreements

Here's a sample Data Processing Agreement (DPA) that outlines the key clauses typically included in such agreements. This sample is a starting point and can be customized according to specific needs and legal requirements.

DATA PROCESSING AGREEMENT

This Data Processing Agreement ("Agreement") is entered into on [Date] between:

1. [Data Controller Name]

Company Registration Number: [Company Registration Number]

Registered Address: [Address]

("Controller")

and

2. [Data Processor Name]

Company Registration Number: [Company Registration Number]

Registered Address: [Address]

("Processor")

WHEREAS:

- The Controller acts as a data controller for the purposes of the processing of personal data under applicable data protection laws.
- The Processor agrees to process personal data on behalf of the Controller in accordance with the terms of this Agreement.

The parties hereby agree as follows:

1. Definitions

1.1. "Personal Data" means any information relating to an identified or identifiable natural person ("Data Subject").

1.2. "Processing" means any operation or set of operations performed on personal data, whether by automated means or not, such as collection, recording, organization, structuring, storage, alteration, retrieval, consultation, use, disclosure, or destruction.

1.3. "Subprocessor" means any third party engaged by the Processor to process personal data on behalf of the Controller.

1.4. "Data Protection Laws" refers to all applicable data protection and privacy legislation, including but not limited to GDPR (General Data Protection Regulation (EU) 2016/679)

2. Subject Matter of Processing



2.1. The Processor shall process personal data solely for the purpose of providing the following services: [Description of Services].

2.2. The processing shall take place for the duration of the contract between the Controller and the Processor unless otherwise agreed upon in writing.

3. Types of Personal Data and Categories of Data Subjects

3.1. The Processor will process the following types of personal data: [List types of data, e.g., names, email addresses, phone numbers, financial data].

3.2. The categories of data subjects include: [List categories of data subjects, e.g., customers, employees, clients].

4. Obligations of the Controller

4.1. The Controller shall ensure that personal data is collected lawfully and that Data Subjects are informed of the processing activities.

4.2. The Controller has the right to audit the Processor's compliance with this Agreement.

5. Obligations of the Processor

5.1. The Processor shall process personal data only on the documented instructions of the Controller.

5.2. The Processor shall implement appropriate technical and organizational measures to protect personal data against unauthorized or unlawful processing, accidental loss, destruction, or damage.

5.3. The Processor shall ensure that all personnel who process personal data are bound by confidentiality obligations.

5.4. The Processor shall assist the Controller in ensuring compliance with its obligations under data protection laws, including responding to data subject rights requests.

6. Security Measures

6.1. The Processor agrees to implement and maintain appropriate security measures, such as encryption, access controls, regular security assessments, and data anonymization, to protect personal data.

6.2. The Processor shall promptly notify the Controller of any data breaches and take reasonable steps to mitigate the breach.

7. Subprocessing

7.1. The Processor shall not engage any subprocessor without the prior written consent of the Controller.

7.2. The Processor shall ensure that any subprocessor is bound by the same data protection obligations as those outlined in this Agreement.

8. Data Breach Notification



8.1. In the event of a personal data breach, the Processor shall notify the Controller without undue delay and provide all relevant information regarding the breach.

8.2. The Processor shall cooperate with the Controller in taking appropriate actions to mitigate the impact of the breach and fulfill any legal obligations, such as notifying the data protection authorities or affected data subjects.

9. Data Subject Rights

9.1. The Processor shall promptly notify the Controller of any request received from a Data Subject to exercise their rights under data protection laws (e.g., right of access, rectification, erasure, or data portability).

9.2. The Processor shall assist the Controller in responding to such requests within the regulatory timeframes.

10. Data Transfer

10.1. The Processor shall not transfer personal data outside the European Economic Area (EEA) without the prior written consent of the Controller and ensuring that adequate protection measures are in place (e.g., standard contractual clauses, binding corporate rules).

11. Data Retention and Deletion

11.1. The Processor shall retain personal data only for as long as necessary to fulfill the agreed-upon services.

11.2. Upon termination of the contract, the Processor shall securely delete or return all personal data, unless retention is required by law.

12. Audit Rights

12.1. The Controller has the right to audit the Processor's compliance with this Agreement, including conducting on-site inspections, reviewing security measures, and examining records.

12.2. The Processor shall provide the Controller with all necessary information to demonstrate compliance with this Agreement and applicable data protection laws.

13. Liability and Indemnity

13.1. The Processor shall indemnify and hold harmless the Controller against any claims, damages, or fines arising from the Processor's breach of this Agreement or failure to comply with data protection laws.

14. Termination

14.1. Either party may terminate this Agreement with immediate effect if the other party is in material breach of its obligations under this Agreement.

14.2. Upon termination, the Processor shall cease all processing activities and ensure the secure deletion or return of personal data to the Controller.



15. Governing Law and Jurisdiction

15.1. This Agreement shall be governed by and construed in accordance with the laws of [Jurisdiction].

15.2. Any disputes arising under this Agreement shall be subject to the exclusive jurisdiction of the courts of [Jurisdiction].

16. Miscellaneous

16.1. This Agreement constitutes the entire agreement between the parties concerning data processing and supersedes any prior agreements, understandings, or representations.

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

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

[Controller's Authorized Signature]

Name: [Controller's Representative Name]

Title: [Title]

Date: [Date]

[Processor's Authorized Signature]

Name: [Processor's Representative Name]

Title: [Title]

Date: [Date]
