

## **Section 8**

# **Data Processing Agreement**

## DATA PROCESSING SCHEDULE

This Data Processing Schedule ("Schedule") is entered into and forms an integral part of the [Main Contract Name] (the "Contract") dated [Date], between [Company Name], hereinafter referred to as the "Data Processor," and [Client/Other Party Name], hereinafter referred to as the "Data Controller."

### 1. Purpose and Scope

1.1 Purpose: The purpose of this Schedule is to outline the terms and conditions under which the Data Processor shall process personal data on behalf of the Data Controller.

1.2 Scope: This Schedule applies to all personal data processed by the Data Processor in connection with the performance of its obligations under the Contract.

### 2. Types of Personal Data

2.1 Categories of Data: The Data Processor shall process the following categories of personal data: [Specify the types of personal data].

2.2 Data Subjects: The personal data may relate to the following categories of data subjects: [Specify the categories of data subjects].

### 3. Data Processing Activities

3.1 Description of Processing Activities: The Data Processor shall undertake the following data processing activities in relation to the personal data: [Provide a detailed description of each processing activity].

3.2 Purpose Limitation: The personal data shall only be processed for the purposes specified in this Schedule, and as otherwise agreed upon in writing by the Data Controller.

### 4. Data Security

4.1 Security Measures: The Data Processor shall implement appropriate technical and organizational measures to ensure the security, confidentiality, and integrity of the personal data.

4.2 Data Breach Notification: In the event of a personal data breach, the Data Processor shall promptly notify the Data Controller in accordance with applicable data protection laws and regulations.

## **5. Data Subject Rights**

5.1 Assistance to Data Controller: The Data Processor shall assist the Data Controller in responding to data subject rights requests, including access, rectification, erasure, and other requests.

## **6. Sub-Processors**

6.1 Engagement of Sub-Processors: The Data Processor shall not engage sub-processors without the prior written consent of the Data Controller.

6.2 Obligations of Sub-Processors: The Data Processor shall ensure that any sub-processors engaged provide sufficient guarantees regarding the implementation of appropriate technical and organizational measures.

## **7. Data Retention**

7.1 Retention Period: The Data Processor shall retain the personal data only for the duration necessary to fulfil the purposes outlined in this Schedule or as required by applicable law.

## **8. Data Protection Impact Assessments (DPIA)**

8.1 DPIA: The Data Processor shall assist the Data Controller in carrying out Data Protection Impact Assessments, where required by applicable data protection laws.

## **9. Data Transfer**

9.1 Cross-Border Data Transfer: The Data Processor shall not transfer personal data to countries outside the European Economic Area (EEA) or other territories recognized as having adequate data protection laws without the prior written consent of the Data Controller.

## **10. Audit and Compliance**

10.1 Audit Rights: The Data Controller shall have the right to audit the data processing activities of the Data Processor to ensure compliance with this Schedule and applicable data protection laws.

10.2 Compliance with Laws: The Data Processor shall comply with all applicable data protection laws and regulations.

## **11. Duration and Termination**

11.1 Duration: This Schedule shall remain in effect for the duration of the Contract and any subsequent periods during which the Data Processor processes personal data on behalf of the Data Controller.

11.2 Termination: In the event of termination of the Contract, the Data Processor shall, at the choice of the Data Controller, either return or securely destroy all personal data processed on behalf of the Data Controller.

## **12. Governing Law and Jurisdiction**

12.1 Governing Law: This Schedule shall be governed by and construed in accordance with the laws of [Jurisdiction].

12.2 Jurisdiction: Any disputes arising out of or in connection with this Schedule shall be subject to the exclusive jurisdiction of the courts of [Jurisdiction].

## **13. Amendments**

13.1 Amendments: Any amendments to this Schedule shall be in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Data Processing Schedule as of the effective date of the Contract.

[Company Name] (Data Processor): \_\_\_\_\_

[Client/Other Party Name] (Data Controller): \_\_\_\_\_

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