

Data processing agreement

Clientname: NAME

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DATA PROCESSING AGREEMENT

It is possible that the Contractor will be processing personal data on behalf of the Client in the course of the performance of the Agreement. The Contractor shall act as a data processor and the Client shall act as a data controller within the meaning of the Dutch Personal Data Protection.

Article 1 – Scope

1.1. This Data Processing Agreement applies to all processing activities of personal data belonging to the Controller performed by the Processor on behalf of the Controller in the framework of the Agreement or otherwise. Processing activities shall include any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction. Personal data shall include any information relating to an identified or identifiable natural person who belongs to the Controller, including, without limitation personal suppliers and/or customers.

1.2. This Data Processing Agreement shall form an integral part of the Agreement concluded between the Parties. In case of any discrepancies between the provisions of this Data Protection Agreement and the provisions of the Agreement, the provisions of this Data Processing Agreement shall take precedence.

Article 2 – Processing of personal data

2.1. All processing activities carried out on personal data belonging to the Controller by the Processor on behalf of the Controller shall be in strict compliance with all relevant national and international data protection laws and regulations.

2.2. The control and ownership of the personal data belonging to the Controller shall remain with the Controller at all times, and as between Controller and the Processor, the Controller shall remain the data controller for the purposes of any data processing by the Processor on behalf of the Controller in the framework of the service provision under the Agreement. For the purposes of any data processing by the Processor on behalf of the Controller in the framework of the service provision under the Agreement, the Processor shall merely act as data processor.

2.3. The Processor shall process personal data on behalf of the Controller only for the purpose under the Agreement and on the Controller's documented instructions. The Processor shall not process more personal data than necessary for the indicated purposes.

Article 3 – Data subject rights

3.1. The Processor shall provide the Controller with all necessary assistance to allow the Controller to timely respond to requests by the data subjects to exercise their rights of access, rectification or erasure.

3.2. The Processor shall follow Controller's instructions to disclose, rectify or erase the personal data held by the Processor on behalf of the Controller.

3.3. The Processor shall pass on to the Controller any requests by data subjects to obtain access, rectification or erasure of personal data held by the Processor on behalf of the Controller.

Artikel 4 – Technical and organizational measures

4.1. The Processor guarantees to implement appropriate technical and organizational measures to protect the personal data processed by the Processor on behalf of the Controller against unauthorized disclosure of or access to such data and against accidental or unlawful destruction, loss or alteration and to safeguard the rights of the data subject. These measures shall be described in detail in Annex I to this Data Processing Agreement and shall at least address the following points: physical access control, system access control, data access control, transmission control, input control, back-up and data segregation.

4.2. The personal data processed by the Processor on behalf of the Controller shall at all times be kept strictly confidential and shall not be disclosed by the Processor to any third party, nor shall they be copied or used for any non-authorized purposes, without the prior written consent of the Controller.

4.3. The Processor shall strictly limit access to the personal data held by the Processor on behalf of the Controller to its personnel and/or authorized subcontractors on a need-to-know basis in the framework of the performance of the services under the Agreement. All personnel and/or authorized subcontractors having access to the personal data shall be bound by a confidentiality undertaking.

4.4. In case of any security incident or data breach, the Processor shall notify the Controller thereof in writing and shall take all necessary measures to investigate and remedy the effects of such security incident. The Processor shall provide the Controller with necessary assistance to allow the Controller to timely comply with its notification obligations to competent Data Protection Authorities.

4.5. The Processor shall not process personal data held on behalf of the Controller for longer than necessary for the purposes of the service provision under the Agreement. At the end of the data processing the obligations contained in Article 8.2 shall be applicable.

Article 5 – Transfer of personal data

5.1. The Processor shall not transfer any personal data processed on behalf of the Controller to a third country outside the EEA without the prior written consent of the Controller.

5.2 For transfers of personal data processed on behalf of the Controller to a third country outside the EEA that has not received a binding adequacy decision of the European Commission, the Processor shall ensure that appropriate transfer mechanisms that provide an adequate level of protection are put in place. By preference, the Processor shall ensure the execution of the EU Standard Contractual Clauses between the Parties to accompany such a data transfer.

Article 6 – Sub-processing

6.1. The Processor shall not enlist any sub-processor to process personal data on behalf of the Controller without the prior written consent of the Controller.

6.2. Any agreed sub-processors shall be bound to the Processor through an agreement containing not less stringent obligations for the sub-processor vis-à-vis the Processor than the obligations contained in this Article of the Processor vis-à-vis the Controller.

6.3 The Processor shall remain responsible at all times for compliance with the terms of this Data Processing Agreement by sub-processors.

Article 7 – Audit rights

7.1. The Controller shall have the right to audit compliance by the Processor of the provisions of this Data Processing Agreement, during normal business hours and upon prior written notice. If a third party is to conduct such audit, the third party must be mutually agreed between the Parties.

7.2. At least 5 working days prior to the start of the envisaged audit, the Controller shall submit a detailed audit plan to the Processor.

7.3. The Processor shall fully cooperate with the Controller and/or the designated third party and shall provide the Controller and/or the third party with any access, information and documents reasonably requested.

Article 8 – Termination

8.1. This Data Processing Agreement shall automatically terminate upon termination of the Agreement, for whatever reason, or, if other processing activities are still carried out by the Processor on behalf of the Controller, upon termination of these activities.

8.2. After the end of the data processing activities on behalf of the Controller, the Processor shall, at the choice of the Controller, return all personal data and any copies thereof to the the Controller or delete these data from its systems and confirm such deletion to the Controller in writing.

Article 9 - Miscellaneous Provisions

9.1 This Data Processing Agreement contains the entire agreement and understanding between the Parties with respect to the subject matter hereof and supersedes and replaces all prior agreements or understandings, written or oral, with respect to the same subject matter still in force between the Parties.

9.2. Any amendment to this Data Processing Agreement, as well as any additions or omissions, can only be agreed in writing with the mutual consent of and duly signed by both Parties.

9.3. Whenever possible, the provisions of this Data Processing Agreement shall be interpreted in such a manner as to be valid and enforceable under the applicable law. However, if one or more provisions of this Data Processing Agreement are found to be invalid, illegal or unenforceable, in whole or in part, the remainder of any such provision and of this Data Processing Agreement shall not be affected and shall continue in full force and effect as if the invalid, illegal or unenforceable provision had never been contained herein.

9.4. Any failure or delay by either Party in exercising any right under this Data Processing Agreement, or any reaction or absence of reaction by either Party in the event of violation by the other Party of one or more provisions of this Data Processing Agreement shall not operate or be interpreted as a waiver (whether express or implied, in whole or in part) of any of its rights under this Data Processing Agreement or under said provision(s), nor shall it preclude the further exercise of any such rights. Any waiver of a right must be express and in writing.

9.5. All issues, questions and disputes concerning the validity, interpretation, enforcement, performance or termination of this Data Processing Agreement, as well as all tort matters between the Parties, shall exclusively be governed by Dutch law.

9.6. Any dispute concerning the validity, interpretation, enforcement, performance or termination of this Data Processing Agreement, as well as any dispute on a tort matter, shall be submitted to the exclusive jurisdiction of the competent court in the district of Almelo.

Article 10 – Survival

This Data Processing Agreement shall remain in force notwithstanding the termination or expiry of the Agreement or applicable statement of work (as the case may be).

ANNEX 1

TECHNICAL AND ORGANISATIONAL MEASURES

Physical access control

Most data is hosted within Microsoft 365.

Hosted in a tier 3+ Data Centre. This covers all aspects of site access protection, access, authentication and well as physical security monitoring for access controls. Access is only permitted to authorised individuals. If successfully authenticated, once within the premises all visitors and employees must wear physical identification such as lanyards and their movements are digitally recorded and monitoring locally and remotely

System access control

Multiple levels of user access with authorized personnel and authentication via passwords and/or two-factor authentication.

Server Management performed over two factor authenticated VPN and restricted to authorized personnel using access control lists.

Data access control

Validated change control processes in place combined with regular reviews of permissions and access for Server Management.

Transmission control

Web transactions are protected from unauthorised message alteration, unauthorised disclosure, unauthorised message duplication or replay through the implementation of TLS.

Input control

Form and user validation together with server side activity logging / audit trails.

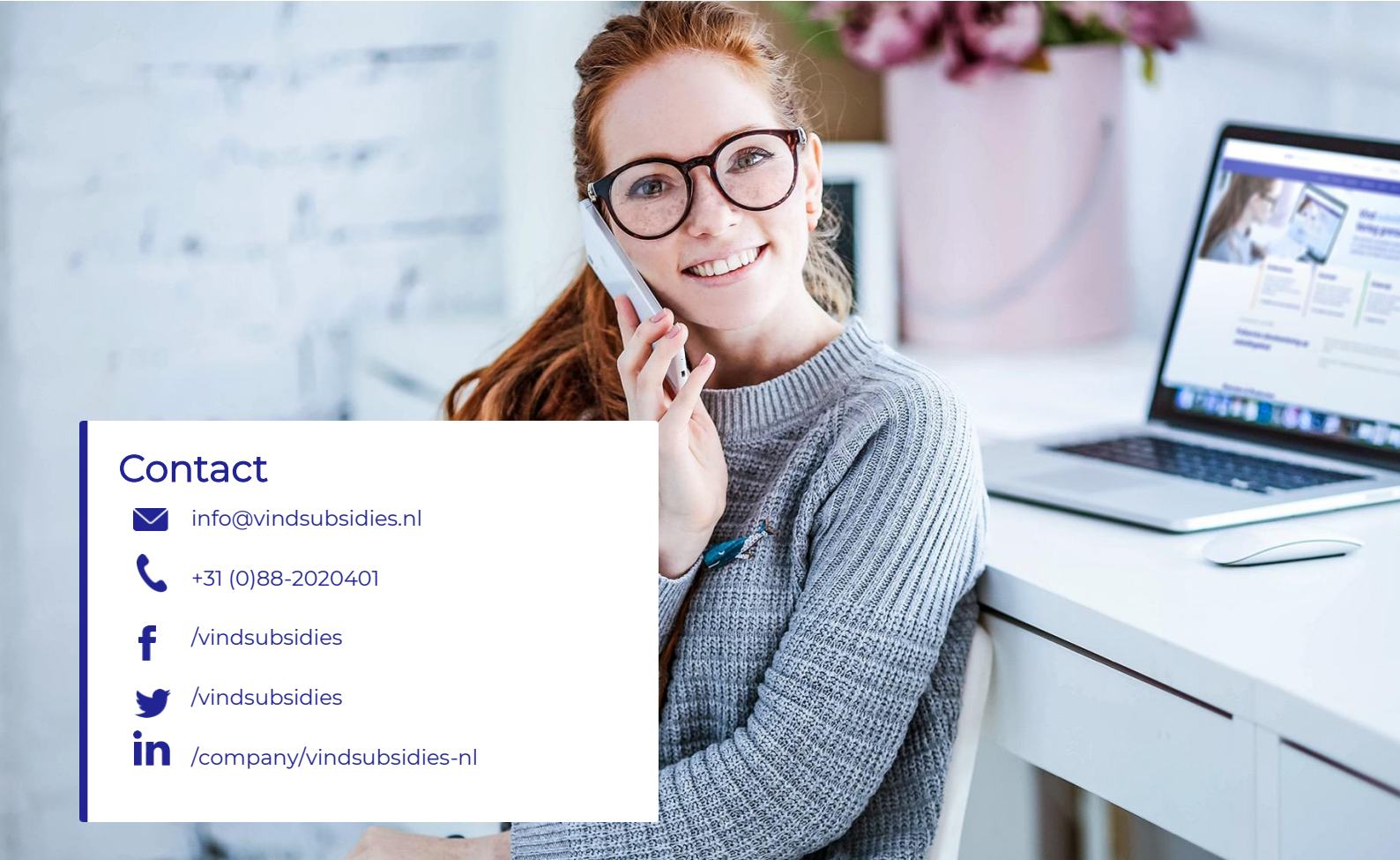
Data back-up

Data hosted within Microsoft 365 services is backed every 24 hours to an undisclosed location hosted within Europe.

Other data is 24 hourly backup to a secure offsite location in the UK with a 5 week retention.

Data segregation

Client Data is logically segregated.



Contact

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