DATA PROCESSING AGREEMENT

This Data Processing Agreement is entered into by and between

[*]

a company existing under the laws of [*]

and having its registered office at [*], [*] [*], [*]

Represented by the [*] [*]

Company registration number: [*]

VAT ID number: [*]

(hereinafter referred to as **"Data Controller"**)

and

[*]

a company existing under the laws of [*]

and having its registered office at [*], [*] [*], [*]

Represented by the [*] [*]

Company registration number: [*]

VAT ID number: [*]

(hereinafter referred to as **"Data Processor"**)

The Data Controller and the Data Processor are individually referred to as a "Party" or collectively as the "Parties".

1   Preamble

- The Data Controller's and the Data Processor's mutual intent is to stipulate this Agreement in accordance with the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on protection of natural persons with regard to the processing of personal data and on the free movement of such data ("GDPR"). GDPR is the legal act of the European Union, which urged to strengthen control over processes of collecting, processing and transfer of Personal Data (as defined below) of residents and citizens of the European Union, both in the territory of the European Union, and beyond its limits.
- The Data Controller and the Data Processor are engaged in [*]. This Agreement therefore applies to all relationships between the Parties that relate to contractual Processing of Personal Data.
- The Parties mutually establish that in the scope of above mentioned business cooperation Data Processor has access to:
- The Data Controller and the Data Processor are engaged in [*]. This Agreement therefore applies to all relationships between the Parties that relate to contractual Processing of Personal Data under section (c) of the Preamble. In order to comply with the GDPR the Parties wish to implement this Agreement and lay down their rights and obligations.
- The Parties are aware that at the time of conclusion of this Agreement no decision as to the adequate level of protection of personal data was adopted by the European Commission, or other competent authority, where the Data Processor has its seat. In order to enable the transfer of Personal Data from the Data Controller to the Data Processor, the Parties agreed on appropriate safeguards in terms of Article 46 of the GDPR by means of including standard data protection clauses adopted by the European Commission into this Agreement.

WHEREAS, the Parties have developed and own certain scientific, technical and other proprietary information and data which they wish to exchange for the purpose of (hereinafter referred to as the "Project").

NOW THEREFORE, in consideration of the purpose of business cooperation and the receipt of Confidential Information (as hereinafter defined) hereunder the Parties agree as follows:

2   Definitions

Unless otherwise defined herein, capitalized terms and expressions used in this Agreement shall have the following meaning.

"Agreement" means this Data Processing Agreement and all its schedules.

"Database" means any Personal Data specified in the Schedule 1 of this Agreement.

"Data Controller" means Data Controller as defined in the introduction of this Agreement which alone determines the purposes and means of the Processing of the Personal Data.

"Data Processor" means Data Processor as defined in the introduction of this Agreement which is Processing Personal Data on behalf of the Data Controller.

"Data Subject" means an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, social, cultural identity of that natural person.

"Personal Data" means any information relating to a Data Subject processed by the Data Controller and/or Data Processor, regardless of the form.

"Processing" means 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.

"Schedule" means a schedule to the Agreement and which forms an integral part of the Agreement.

"Service" means Processing of Personal Data by means of performance of system administration relating to the Database regarding human resources, quality control and organization of business operations. System administration includes tasks as described in point (c) of the Preamble to this Agreement.

"Special Categories of Personal Data" means Personal Data which reveals racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, and the processing of genetic data, biometric data for the purpose of uniquely identifying a natural person, data concerning health or data concerning a natural person's sex life or sexual orientation.

"Standard Contractual Clauses" means standard data protection clauses adopted by the European Commission with its Decision of 4 June 2021 on standard contractual clauses for the transfer of personal data to processors established in third countries, as they may be amended from time to time, and are attached as Schedule 2 of this Agreement.

"Sub-Processor" means a natural or legal person to which the Data Processor delegates certain tasks regarding the Processing of Personal Data.

"Supervisory Authority" means the competent national data protection authority.

"Consent of the Data Subject"means any freely given, specific, informed and unambiguous indication of the Data Subject's wishes by which he or she, by a statement or by a clear affirmative action, signifies agreement to the processing of Personal Data relating to him or her.

[*]

3 General Provisions

3.1 The Data Processor shall be allowed to access and otherwise Process Personal Data contained in the Database in order to perform the Service in accordance with this Agreement.

3.2 As the performance of this Agreement and the delivery of the Service implies Processing of Personal Data, the Data Controller and the Data Processor shall comply with the applicable data protection legislation, including but not limited to the GDPR and any subsequent applicable national implementation laws.

4 Data Processor's Obligations

The Data Processor shall ensure that in relation to the Personal Data disclosed to it by, or otherwise obtained from the Data Controller, it shall:

a) fully comply with the documented instructions if provided by the Data Controller and not Process the Personal Data for any purpose other than to perform the Service. If it fails to comply, the Data Processor agrees to promptly inform the Data Controller of such inability;

b) immediately inform the Data Controller, if it believes that any instruction from the Data Controller infringes applicable data protection legislation;

c) take appropriate technical and organisational measures against any unauthorised or unlawful Processing, and to evaluate at regular intervals the adequacy of such security measures, amending these measures, if necessary, in order to fully comply with the prerequisites provided by the GDPR and applicable national data protection legislation;

d) ensure that access, inspection, provision and other forms of Processing shall take place only in accordance with the need-to-know principle, meaning that the information shall be provided only to those persons who require such information for their work in relation to the performance of the Service;

e) not disclose the Personal Data to any person other than to its personnel as necessary to perform obligations under this Agreement and ensure that such personnel is subject to statutory or contractual confidentiality obligations;

f) promptly notify the Data Controller about any legally binding request for disclosure, unless such notification is prohibited by law;

g) immediately notify the Data Controller about any accidental or unauthorized access or unlawful Processing or other Personal Data breach;

h) create and maintain a record of its processing activities in relation to this Agreement and to disclose it to the Data Controller and relevant Supervisory Authority, if required;

i) deal promptly and properly with all reasonable queries from the Data Controller regarding the Processing and performance of the Service;

j) make available to the Data Controller all information necessary to demonstrate compliance with the applicable data protection legislation and if needed, submit its data processing facilities and/or information to audit;

k) assist the Data Controller, if required, with the Data Controller's obligations under applicable data protection legislation regarding fulfilment of rights of Data Subjects;

l) immediately fulfil the request by the Data Controller for erasure or any other different Processing of Personal Data.

5   Security of Processing

5.1   The Data Processor shall adhere to the appropriate level of security of the Processing by means of implementing proper technical and organisational measures considering the risks that are presented by the Processing.

5.2   Premises in which Personal Data are stored shall be physically protected, for example by means of controlled access with an entry card, key, CCTV system, etc. Medium on which such data is stored shall be always in secured premises, if not, they shall be locked in fireproof and antitheft lockers.

5.3   Access to the software and/or hardware used for the Processing shall be secured with a system of regularly changed passwords for authorization and identification of personnel and, if applicable, authorized maintenance companies in cases of malfunction of hardware and/or software.

5.4   Software has to enable that any Processing is reversible and that in cases of interruptions and malfunctions the Personal Data is not lost, changed or hindered. Any new software has to be tested prior to using it for the Service.

5.5   The Personal Data has to be properly secured when transferred via telecommunication and other means of transport.

5.6   Access to such premises, software and hardware shall be allowed only to personnel whose access is required in order to perform the Service.

6   Integrity and Traceability of Data

6.1   The Data Processor shall ensure the ongoing integrity, confidentiality, availability and resilience of the Personal Data when Processing.

6.2   The Data Processor shall ensure proper traceability of Processing actions in relation to the Service in order to ascertain when was certain data processed, who processed it, which actions were conducted, which data was transferred, when the transfer occurred and to whom it was transferred.

7   Transfer of Data

7.1   The Personal Data Processed in the context of this Agreement may not be transferred to a country outside the European Economic Area without the prior written consent by the Data Controller.

7.2   Considering fact that the Data Processor has its seat in the [*], the Data Controller hereby provides an explicit consent for the transfer of Personal Data to the [*].

7.3   The Parties will ensure that the Personal Data are adequately protected. To achieve this, the Parties are relying on Standard Contractual Clauses which form an inherent part of this Agreement and are appended as the Schedule 2 of this Agreement.

7.4   If any of the Clauses of this Agreement are contrary to the provisions of the Standard Contractual Clauses and/or provide less protection for the Data Subject and/or are less beneficial to the Data Subject, the provisions of the Standard Contractual Clauses shall prevail.

7.5   The Parties agree that upon adoption of new or updated Standard Contractual Clauses by the European Commission, they will renegotiate this Agreement and conduct all reasonable steps in order to implement such updated Standard Contractual Clauses in their contractual arrangements in relation to transfer of the Personal Data.

8   Sub-Processing

8.1   The Data Processor is not allowed to engage a Sub-Processor to perform the Service or any Processing on its behalf without prior written consent by the Data Controller. Any changes in relation to the person of the Data Processor shall be notified to the Data Controller.

8.2 In case such written consent is given, the Data Processor is obliged to ensure that any Sub-Processor which will be Processing any data in relation to the Service will in a written agreement between the Sub-Processor and the Data Processor agree to the same level of protection and security measures as are provided in this Agreement. The Sub-Processor has to comply with all applicable data protection legislation.

9 Data Controller's Obligations

9.1 In case the Data Processor notifies any incident to the Data Controller in accordance with Clause 4.1 (g), the Data Controller will notify the Supervisory Authority within 72 hours after becoming aware of such incident, if such incident resulted in a risk to the rights and freedoms of Data Subjects.

9.2 The Data Controller shall document any breach of Personal Data and in relation to the Service.

9.3 The Data Controller has the right and obligation to supervise the performance of this Agreement and the Data Processor has to enable such supervision.

9.4 The Data Controller has to obtain a Consent of the Data Subject, if required under the GDPR in specific circumstances, in a written or electronic form or other manner by which he or she confirms its consent for processing of such Personal Data.

10 Liability

10.1 The Data Processor shall act with due skill, care and diligence when performing the Service. It shall be liable to for any damage that occurs to the Data Controller due to Data Processor's breach of this Agreement.

10.2 If not provided to the contrary by applicable mandatory law, both the Data Controller and the Data Processor shall be exempt from liability if the event giving rise to the damage is not in the sphere of their responsibility.

10.3 The Parties agree that if one Party is held liable for a violation of this Agreement and/or the Standard Contractual Clauses committed by the other Party, the latter will, to the extent to which it is liable, indemnify the first Party for any cost, charge, damages, expenses or loss it has incurred.

10.4 Indemnification is contingent upon:
   a. the Data Controller promptly notifying the data importer of a claim; and
   b. the Data Processor being given the possibility to cooperate with the Data Controller in the defence and settlement of the claim.

11 Intellectual Property Rights

11.1 The Data Processor is and shall remain the owner of any materials used or made available in the context of the Service.

11.2   The Data Processor grants to the Data Controller a limited, personal, non-exclusive right to use any material in the context of the Service. This license is coterminous with this Agreement.

12   Duration and Termination

12.1   This Agreement shall be in force for an indefinite period of time from the date of signature of this Agreement.

12.2   Either Party shall have the right to terminate this Agreement by sending a written notice of termination to the other Party 2 (two) months prior to the termination.

12.3   Upon termination of this Agreement, or at any earlier moment if the Personal Data are no longer relevant for the performance of the Service, the Data Processor shall delete or return all the Personal Data to the Data Controller, and delete existing copies unless law or regulation requires storage of such Personal Data.

13   Final Provisions

13.1   Whenever possible, the provisions of this 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 Agreement are found to be invalid, illegal or unenforceable, in whole or in part, the remainder of that provision and of this Agreement shall remain in full force and effect as if such invalid, illegal or unenforceable provision had never been contained herein. Moreover, in such an event, the Parties shall amend the invalid, illegal or unenforceable provision or any part thereof and/or agree on a new provision in such a way as to reflect the purpose of the invalid, illegal or unenforceable provision.

13.2   Parties agree to resolve any disputes arising out of or relating to this Agreement in good faith. In the event of a dispute arising under this Agreement, each Party agrees to notify the other Party of the specific complaints or points of disagreement, and to use its good faith efforts to resolve such dispute, without legal action. In case Parties will not solve disputes amicably, The courts seated in [*], shall have exclusive jurisdiction over all disputes arising from or relating to the Agreement.

13.3   This 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, whether written or oral, with respect to the same subject matter.

13.4   Any modification of this Agreement or any other declaration to be given under the Agreement will not be effective unless given in writing and signed by the duly authorized representatives of the respective Party or, in case of an agreement, by both Parties. This also applies to a modification of this written form requirement.

13.5   This Agreement will be binding upon and inure to the benefit of the Parties hereto and each Party's respective successors and assigns.

13.6   Each Party hereto represents and warrants that it has full power and authority to enter into and perform this Agreement, and each Party knows of no law, rule, egulations, order, agreement, promise, undertaking or other fact or circumstance which would prevent its full execution and performance of this Agreement.

13.7   This Agreement may be executed in any number of counter, each of which shall be an original, but all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties hereto have executed the Agreement:

[SIGNATURE SECTION FOLLOWS]

[*]
Location: [*], [*]
Date: [*]
Signature:

_____

Name: [*]
Function: [*]

[*]
Location: [*], [*]
Date: [*]
Signature:

_____

Name of Representative: [*]
Function: [*]

Schedule 1

Personal Data	Purpose of Processing	Categories of Data Subjects to which data refers	Duration of Processing	Transfers of Personal Data

Schedule 2

Please add from: https://ec.europa.eu/info/law/law-topic/data-protection/international-dimension-data-protection/standard-contractual-clauses-scc/standard-contractual-clauses-international-transfers_en