

Contract on commissioned processing of personal data: controller-processor agreement

between

and

... **Bridge Club**

Bridgewebs

represented by

represented by

Henceforth referred to as **the Controller**

Henceforth referred to as **the Processor**

1 Introduction, area of application, definitions

- (1) This contract stipulates the rights and obligations of the controller and processor (henceforth referred to as the 'Parties') in the context of processing personal data on behalf of the controller.
- (2) This contract applies to all activities for which the processor's employees or any subcontractors that he/she has tasked with processing the controller's personal data.
- (3) The terms used in this contract are to be understood in accordance with their respective definitions in the EU General Data Protection Regulation (GDPR).

2 Scope and duration of the data processing

2.1 Scope

The processing is based on the provision of Bridgeweb's services to allow the controller to run their club site.

2.2 Duration

Processing shall begin at the agreed start date of the service and be carried out for an unspecified period until this contract has been terminated by one of the Parties.

3 Nature and purpose of collecting, processing or using the data:

3.1 Nature and purpose of processing the data

Processing the data consists of the following: collecting, saving, publishing, email service, deleting.

The data is processed for the following purpose:

- Management of the Bridge club membership
- Recording of results
- Communications to Members

3.2 Type of data

The following data is to be processed:

- names
- email addresses
- Personal data (addresses, telephone numbers, photographs) provided by the users or the controller in connection with their use of the Main Services (this personal data is not accessed by the Data Processor unless the Data Processor, at the request of the Data Controller, assists with support and bug fixing).

3.3 Categories of persons affected

The following data subjects are affected by the data being processed:

- Bridge club members
- Visitors to the Bridge club

4 Obligations of the processor

- (1) The Processor shall only process personal data as contractually agreed or as instructed by the Controller, unless the Processor is legally obliged to carry out a specific type of data processing. Should the Processor be bound by such obligations, the processor is to inform the Controller thereof prior to processing the data, unless informing him/her is illegal. Furthermore, the Processor shall not use the data provided for processing for any another purposes, specifically his/her own.
- (2) The Processor confirms that he/she is aware of the applicable legal provisions on data protection. He is to observe the principles of correct data processing.
- (3) The processor shall be obliged to maintain strict confidentiality when processing the data.
- (4) The Processor shall ensure that the individuals he/she employs, who are to process the data, have been made aware of the relevant data protection provisions as well as this contract before starting to process the data. The Processor shall ensure that the individuals tasked with processing the data are adequately instructed and supervised on an ongoing basis in terms of fulfilling data protection requirements.
- (5) In connection with the commissioned data processing, the Processor must support the Controller when designing and updating the list of processing activities and implementing the data protection assessment.
- (6) Should the Processor be subject to the inspection of supervisory authorities or any other bodies or should affected persons exercise any rights against the Processor, then the Processor shall be obliged to support the Controller to the extent required, if the data being processed on behalf of the Controller is affected.
- (7) Information may be provided to third parties by the Processor solely with the Controller's prior consent. Enquiries sent directly to the Processor will be immediately forwarded to the Controller.
- (8) Any data processing may only be carried out in the EU or EEC. Any change to a third-party country may take place with the Controller's consent and in accordance with the conditions stipulated in chapter V of the GDPR and this contract.

5 Technical and organisational measures

- (1) The Data Processor shall implement the appropriate technical and organizational measures as set out in this Agreement and in the Applicable Law, including in accordance with GDPR, article 32.
- (2) The security measures are subject to technical progress and development. The Data Processor may update or modify the security measures from time-to-time provided that such updates and modifications do not result in the degradation of the overall security. Any significant changes are to be agreed upon by the Parties.

6 Subcontracting

- (1) The Data Processor is given general authorization to engage third-parties to process the Personal Data ("Sub-Processors") without obtaining any further written, specific authorization from the Data Controller, provided that the Data Processor notifies the Data Controller in writing about the identity of a potential Sub-Processor (and its processors, if any) before any agreements are made with the relevant Sub-Processors and before the relevant Sub-Processor processes any of the Personal Data. If the Data Controller wish to object to the relevant SubProcessor, the Data Controller shall give notice hereof in writing within seven (7) calendar days from receiving the

notification from the Data Processor. Absence of any objections from the Data Controller shall be deemed a consent to the relevant Sub-Processor.

- (2) The Data Processor shall conclude a written sub-processor agreement with any Sub-Processors. Such an agreement shall at minimum provide the same data protection obligations as the ones applicable to the Data Processor, including the obligations under this Data Processor Agreement.
- (3) The Data Processor shall on an ongoing basis monitor and control its SubProcessors' compliance with the Applicable Law.
- (4) The Data Processor is accountable to the Data Controller for any Sub-Processor in the same way as for its own actions and omissions.
- (5) The Data Processor is at the time of entering into this Data Processor Agreement using the SubProcessors listed in sub-appendix A.

7 Notification obligations

- (1) The Processor shall immediately notify the Controller of any personal data breaches. Any justifiably suspected incidences are also to be reported. Notice must be given to one of the Controller's known addresses within 24 hours from the moment the Processor realises the respective incident has occurred. This notification must contain at least the following information:
 - a. A description of the type of the personal data protection infringement including, if possible, the categories and approximate number of affected persons as well as the respective categories and approximate number of the personal data sets;
 - b. A description of the probable consequences of the personal data protection infringement;
 - c. A description of the measures taken or proposed by the Processor to rectify the personal data protection infringement and, where applicable, measures to mitigate their possible adverse effects.
 - d.
- (2) The Processor shall immediately inform the Controller of any inspections or measures carried out by supervisory authorities or other third parties if they relate to the commissioned data processing.
- (3) The Processor shall ensure that the Controller is supported in these obligations, in accordance with Art. 33 and Art. 34 of the GDPR, to the extent required.

8 Termination

- (1) When terminating the contractual relationship, the Processor must either destroy the data processed as part of the commission or submit the data to the Controller at the Controller's discretion. All copies of the data still present must also be destroyed. The data must be destroyed in such a way that restoring or recreating the remaining information will no longer be possible, even with considerable effort.
- (2) The Processor is obligated to immediately ensure the return or deletion of data from subcontractors.
- (3) Any documentation that serves the purpose of providing proof of proper data processing, shall be kept by the Processor according to the respective retention periods, including the statutory period after the contract has expired. The Processor may submit the respective documentation to the Controller once his/her contractual obligations have ended.

9 Right to extraordinary termination

- (1) The Controller may, at any time, terminate this contract without notice ('extraordinary termination') if a serious infringement of data protection regulations or the provisions of this contract exists on part of the Processor, if the Processor cannot or will not execute the client's legal instructions or if the Processor refuses to accept the Controller's supervisory rights, in violation of this contract.
- (2) A serious breach shall, in particular, be deemed to have occurred if the Processor has not substantially fulfilled or failed to fulfil the obligations laid down in this agreement, in particular the technical and organisational measures.
- (3) For insignificant breaches, the Controller shall provide the Processor with a reasonable period of time to remedy the situation. Should the situation not be remedied in good time, the Controller shall be entitled to extraordinary termination as stipulated here.

10 Miscellaneous

- (1) Both Parties are obligated to treat all knowledge of trade secrets and data security measures, which have been obtained by the other party within the scope of the contractual relationship, confidentially, even after the contract has expired. If there is any doubt as to whether information is subject to confidentiality, it shall be treated confidentially until written approval from the other party has been received.
- (2) Any ancillary agreements must be in writing.
- (3) Should any parts of this agreement be invalid, this will not affect the validity of the remainder of the agreement.

Signatures

Location, Date

Location, Date

Controller

Processor

Appendix 1: Permitted subcontractors

1. [Heart Internet](#)
2. [Elastic Email](#)