DATA PROCESSING AGREEMENT

Concluded on the date stated below in accordance with Article 28 of Regulation (EU) 679/2016 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Processing Regulation) (hereinafter referred to as the “**Regulation**”)

BETWEEN

**People in Need / Člověk v tísni o.p.s.**

**Local office address**: Justice Tower, 5th floor, Mosul road,44001 Erbil, Kurdistan, Iraq

with its registered office at: Šafaříkova 24, Praha 2, 120 00, Czech Republic

Identification No: 25 75 52 77**represented by**:

(hereinafter referred to as „**PIN**“ or as the “**Controller**”)

and

Name of company:

Registration number:

Representative by:

Date of Birth:

Address:

Email:

Phone number:

(hereinafter referred to the “**Processor**”)(PIN and Provider hereinafter jointly referred to as the “**Parties**”)

1. **DEFINITIONS** 
   1. Personal Data - any information relating to an identified or identifiable natural person (or, to the extent that Data Privacy Laws apply to information about legal persons, an identified or identifiable legal person)
   2. Processing - operations, which are performed upon Personal Data, whether or not by automatic means, such as collection, recording, organisation, storage, adaptation or alteration, access to, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction.
   3. Controller – entity or person, who determines the purposes and means of personal data processing
   4. Processor – entity or person, who processes personal data on behalf of the Controller
   5. Sub-processor - an entity to whom the Processor outsourced, on behalf of the Controller, all or some of the Personal Data processing
2. **SUBJECT-MATTER OF THE AGREEMENT**
   1. On **[date of conclusion of the service contract]**, the Parties entered into a **Contract for Provision of Financial Services** (hereinafter referred as the “**Service Contract**”), where the Processor provides the Controller with **[?]** (hereinafter referred to as the “**Services**”).
   2. Subject of the Agreement: The subject of this Agreement is to specify the rights and obligations of the Parties related to the processing of the Personal Data when providing the Services in accordance with the Regulation and other legal regulations.
   3. Transfer to third parties: The Processor is an entity registered in a country outside of the European Economic Area. Therefore, in order to comply with Article 46 par. 2 lit. c of the Regulation, the parties hereby agree to adhere to the Standard Contractual Clauses adopted by the Commission and attached as reference: by reference:

https://commission.europa.eu/system/files/2021-06/1\_en\_annexe\_acte\_autonome\_cp\_part1\_v5\_0.pdf

1. **PROCESSING OF PERSONAL DATA**
   1. The Parties hereby agree that the Processor shall perform the processing of the Personal Data solely on the basis of the Controller’s documented instructions and under the conditions specified by this Agreement, the Regulation and other legal regulations.
   2. Purpose of the processing. The Processor shall process the Personal Data on the basis of the Agreement for the purpose of **providing financial services to the Controller**.
   3. Duration of the processing. The Processor shall process the Personal Data for the duration of the validity of the Service Contract. If the Agreement is terminated, the Processor is entitled to store the Personal Data necessary to protect the Processor’s rights for a period of **6 months** from the termination.
   4. Liability: PIN as the controller is liable for adhering to all the principles and obligations when processing the personal data. If the Contractor as the processor breaches its obligations under the Regulation and the Agreement by specifying the purpose and the means for the processing of the personal data, it si considered to be the controller to such processing. In this case the contractual parties undertake, without undue delay, to settle the mutual rights and obligations according to their participation in the breach of the obligations.
   5. Compensation for damages: PIN is liable for the damage that it causes by the processing of the personal data that breaches the Regulation, other legal regulations and the Agreement. The Contractor is only liable for the damages when it does not fulfil the obligations specified by the Regulation, other legal regulations or the Agreement, specifically for the processor, or that it acted beyond or contrary to PIN’s instructions. PIN or the Contractor is absolved from the liability for damages if it proves that it, in no manner, bears any responsibility for the event that led to the damages. If PIN or the Contractor pays the full compensation of the caused damages, it has the right to ask the other contractual party to return that part of the compensation that corresponds to its share in the liability for the damages.

3.6 Standard Contractual Clauses: Taken into consideration that the Contractor is not located in EU, the parties are aware that the Standard Contractual Clauses for data transfers between EU and non-EU countries are attached to this Agreement by reference:

https://commission.europa.eu/system/files/2021-06/1\_en\_annexe\_acte\_autonome\_cp\_part1\_v5\_0.pdf

1. **Final provisions**
   1. Effectiveness and Termination. The Agreement comes into effect on the date of its signature by both parties and remains in effect until the Service Contract is terminated.
   2. Law and jurisdiction. This Agreement shall be regulated by the provisions of the laws in effect in the Czech Republic, including the Regulation. Any litigations arising from this Agreement shall be decided by the competent courts of Czech Republic.
   3. Separability. If any of the provisions of the Agreement becomes invalid, only this provision is considered to be invalid if, from its nature or content or the circumstances under which it was negotiated, it does not follow that it cannot be separated from the remaining content of the Agreement. In the event of the invalidity of some of the provisions of the Agreement, the Contractual Parties shall replace these provisions by valid provisions closest in meaning so that the intention of the Contractual Parties is not affected by such a change.
   4. Written form. The Agreement can only be changed with a written agreement by the Contractual Parties in the form of numbered supplements to the Agreement signed by the authorised representatives of both Contractual Parties.
   5. Counterparts. The Agreement is concluded in two counterparts, with each of the Contractual Parties receiving one counterpart.
   6. Free expression of will. The Contractual Parties hereby declare that the Agreement was created on the basis of their free will, that it was not signed under pressure or threat and that they are fully aware of the contents of the Agreement.

**Signed in two originals by the duly authorized representatives of both parties.**

**Name & date & signature & stamp on all pages is required.**

In \_\_\_\_\_\_\_\_\_\_\_\_ on \_\_\_\_\_\_\_\_\_\_\_ In \_\_\_\_\_\_\_\_\_\_\_\_ on \_\_\_\_\_\_\_\_\_\_\_

For PIN: For Contractor:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: Name:

Position: Position: