# Agreementon contract processing in accordance with Article 28 of the GDPR

between

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– Controller – hereinafter “Customer” –

and

.....Tandberg Data GmbH.....

– Contract processor – hereinafter “Contractor”

[Representative in accordance with Article 27 of the GDPR *if required*:

................................................................................................]

## 1. Subject and term of the agreement

(1) Subject

The data handling agreement covers the execution of the following tasks by the Contractor: Remote technical support via telephone and Team Viewer.

(2) Term

The contract is issued on a one-time only execution basis. Klicken Sie hier, um Text einzugeben.

## 2. Specification of the content of the contract

(1) Type and purpose of the intended processing of data

More detailed description of the contract, outlining the type and purpose of the contractor’s tasks: *The client allows the contractor to connect to the customer's computer by sending a Team Viewer ID. The customer follows the activities of the contractor and can actively interrupt the connection at any time.*

The provision of the contractually agreed data processing shall take place exclusively in a member state of the European Union or in another signatory state to the Treaty on the European Economic Area. Any transfer to a third-party country shall require prior approval from the Customer and may only take place if the special requirements of articles 44 et seq. of the GDPR are fulfilled. The appropriate level of protection in the relevant third-party country (…USA) is guaranteed by , to which reference is made here: Standard Contructual Clauses for the transfer of personal data to processor established in third countries under Directrive 95/46 EC of the European Parliament and of the Council

(2) Type of data

The personal data processed will comprise those data types/categories as shown in [Annex 1](#_Anlage_1_–) .

(3) Categories of data subjects

The categories of the persons affected by processing are shown in [Annex 1](#_1.2_Kategorien_betroffener):

## 3. Technical and organisational measures

(1) Before the start of the contract, the Contractor shall document the implementation of the required technical and organisational measures laid out before the awarding of the contract, in particular regarding the implementation of the contract, and submit this over to the Customer for review. On acceptance by the Customer, the documented measures shall form the basis of the contract. Insofar as the review/audit by the Customer results in a need for adjustment, it shall be implemented by mutual agreement.

(2) The Contractor shall put in place data security measures in accordance with articles 28(3)(c), 32 of the GDPR in particular in conjunction with Article 5(1)(2) of the GDPR. Overall, the measures to be taken cover data security and are meant to ensure a level of protection that is commensurate with the risk in terms of confidentiality, integrity, availability and resilience of the systems. In doing so, it is necessary to take into account the level of the technology, the implementation costs and the type, scope and purposes of the processing as well as the varying probability of occurrence and the severity of the risk in terms of the rights and freedoms of private individuals within the meaning of Article 32(1) of the GDPR. ([Annex 3](#_Anlage_2–_Technisch-organisatorisch)).

(3) The technical and organisational measures are subject to any technical progress and enhancement. In such cases, the Contractor shall be permitted to implement alternative, adequate measures. In doing so, the level of security of the measures specified must be maintained. Major modifications must be documented.

## 4. Correction, restriction and deletion of data

(1) The Contractor may not, without authorisation, correct, delete or restrict the processing of any data processed in accordance with the contract, but may do so after a written instruction from the Customer. Insofar as a data subject contacts the Contractor directly in this regard, the Contractor shall immediately forward such a request to the Customer.

(2) Insofar as included in the scope of service, the principle of deletion, the right to be forgotten, data correction, data portability and information provided by means of a written instruction from the Customer shall be handled directly by the Contractor.

## 5. Quality assurance and other obligations of the Contractor

The Contractor has legal obligations in accordance with articles 28 to 33 of the GDPR in addition to the observance of the legal provisions in this order; insofar the Contractor guarantees the observance of the following requirements in particular:

1. Written appointment of a data protection officer, who performs his duties in accordance with articles 38 and 39 of the GDPR*. If the Contractor is not obligated to appoint a data protection officer, it shall appoint a contact person for data protection matters*.

The contact details of the data protection officer or contact person must be provided to the Customer [[Annex 1](#_1.3_Datenschutzbeauftragter_/)], and any change must be reported to the Customer without delay.

1. If the Contractor's registered office is outside the Union, it shall appoint the following representative under Article 27(1) of the GDPR within the Union [Annex 1].
2. The observance of confidentiality in accordance with articles 28, para 3, cl. 2b, 29 and 32 para 4 of the GDPR. In the performance of the work, the Contractor shall only deploy such staff as are bound by confidentiality and who were fully cognisant, in advance, of the provisions on data protection that would be relevant for them. The Contractor and any person reporting to the Contractor with access to personal data may only process this data in accordance with the instruction of the Customer, including the powers granted in this Agreement, unless they are obligated to process such data by law.
3. The implementation and observance of all the technical and organisational measures required for this order under articles 28, para. 3, cl. 2c, and 32 of the GDPR; ([Annex 3](#_Anlage_3_–)).
4. The Customer and the Contractor shall collaborate with the supervisory authority in the performance of their tasks on request.
5. Informing the Customer without delay about any control actions and measures of the supervisory authority, insofar as they relate to this order. This shall also apply if a competent authority undertakes investigations within the framework of administrative or criminal proceedings in relation to the processing of personal data during contract processing by the Contractor.
6. Insofar as the Customer is itself subject to an inspection by the supervisory authority, administrative or criminal proceedings, a liability claim from a concerned party or a third party or any other claim in connection with the processing of the contract by the Contractor , the Contractor shall support the Customer to the best of its abilities.
7. The Contractor shall regularly check the internal processes and the technical and organisational measures to ensure that the processing within its remit is in line with the requirements of the applicable data protection laws and the protection of the rights of the data subject is ensured.
8. Ability to prove to the Customer the technical and organisational measures taken within the framework of its control powers under Item 7 of this Agreement.

## 6. Subcontracting relationships

(1) Those services that relate directly to the provision of the main service shall be deemed to be subcontracting relationships within the meaning of this regulation. This shall not include additional services that the Contractor uses such as, for example, telecommunications services, mail/transport services, maintenance and user service or the disposal of data carriers or other measures to ensure the confidentiality, availability, integrity and resilience of the hardware and software used in data processing systems. However, the Contractor undertakes to make appropriate and legally compliant contractual arrangements and implement control measures to ensure data protection and security of the Customer’s data, and this also applies to additional outsourced services.

(2) The Contractor may only assign Subcontractors (additional contract processors) after prior express written or documented approval by the Customer.

1. The Customer shall approve the use of the Subcontractors listed in [Annex 2](#_Anlage_2_–_1) on the condition of a contractual agreement in accordance with Article 28, para. 2-4 of the GDPR.
2. The outsourcing to Subcontractors or a change to the existing Subcontractor shall be permissible, if:
* The Contractor reports such an outsourcing/reallocation to Subcontractors with an appropriate lead time in advance in writing or in text form and
* The Customer has not filed an objection in writing or in text form against the planned outsourcing by the time of the handover of the data and
* A contractual agreement in accordance with Article 28, para 2-4 of the GDPR is applied as the basis.

(3) The disclosure of the Customer’s personal data to the Subcontractor and processing of that data shall only be permitted when all the requirements for subcontracting are in place.

(4) If the Subcontractor provides the agreed service outside the EU/EEA, the Contractor shall ensure compliance with the data protection law by using appropriate measures. The same shall apply if service providers are to be used within the meaning of para. 1, sentence 2.

(5) Further outsourcing by the Subcontractor Select an element. *Requires the explicit consent of the main client in writing; all contractual arrangements in the chain of contract must also be imposed on the additional subcontractor.*

## 7. Customer monitoring rights

(1) The Customer shall have the right to conduct reviews in consultation with the Contractor or to have such reviews conducted by auditors to be appointed on a case-by-case basis. In order to ensure that the Contractor is complying with this Agreement when carrying out its business operations, the Customer shall have the right to verify that this Agreement is being observed by conducting spot checks, notice of which must generally be given in a timely manner.

(2) The Contractor shall ensure that the Customer can verify that the obligations of the Contractor under Article 28 of the GDPR are being met. The Contractor undertakes to provide the Customer with the necessary information and, in particular, to prove that the technical and organisational measures have been implemented.

(3) Proof of the implementation of these measures, which do not relate solely to the contract in question, can be obtained by:

* observing the approved code of conduct under Article 40 of the GDPR;
* certifying in accordance with the approved certification procedure in Article 42 of the GDPR;
* up-to-date certificates, reports or report extracts from independent sources (e.g. auditor, review, data protection officer, IT security department, data protection auditors, quality auditors) or
* appropriate certification following an IT security or data protection audit (e.g. ISO 27001 or the BSI basic protection).

(4) The Contractor may claim a refund of the costs incurred in enabling checks to be made by the Customer.

## 8. Notification in the event of breaches by the Contractor

(1) The Contractor shall support the Customer in compliance with the obligations shown in articles 32 to 36 of the GDPR in terms of the security of personal data, reporting obligations for data breaches, data protection impact assessments and prior consultations. These include, among other things:

1. ensuring an appropriate level of protection through technical and organisational measures, which take into account the circumstances and purposes of the processing as well as the forecast likelihood and severity of a potential breach of the law through gaps in security and which enable relevant breaches to be determined immediately
2. the obligation to immediately report breaches of personal data to the Customer
3. the obligation to support the Customer in its duty to provide information to the data subject and to provide the Customer promptly with all the relevant information in this matter
4. supporting the Customer in the data protection impact assessment
5. supporting the Customer in terms of prior consultations with the supervisory authority.

(2) The Contractor may claim remuneration for any support services that are not included in the service specification or any that are not caused by Contractor error or deliberate act or omission.

## 9. Authority of the Customer to issue instructions

(1) Oral instructions shall be confirmed by the Customer immediately (in writing).

(2) The Contractor shall immediately inform the Customer if it is of the opinion that an instruction violates the data protection regulations. The Contractor shall be authorised to suspend the implementation of the corresponding instruction until it is confirmed or modified by the Customer.

## 10. Deletion or return of personal data

(1) Copies or duplicates of the data shall not be made without the knowledge of the Customer. Excluded from this are backup copies insofar as they are required to guarantee formal data processing as well as data that is required for the observance of statutory archiving obligations.

(2) On completion of the contractually agreed work or earlier at the Customer's request, and at the latest on termination of the service agreement, the Contractor shall hand over all documents that came into its possession, any processing and application results that were created, as well as data records that are associated with the contractual relationship with the Customer or destroy them, by prior agreement, in accordance with data protection laws. The same shall apply for test and waste materials. The deletion log shall be provided upon request.

(3) Documentation, that serves to prove that the data processing was carried out formally and in compliance with the contract, shall be archived by the Contractor beyond the end of the agreement in accordance with the relevant archiving time periods. The Contractor may hand it over to the Customer at the end of the agreement to release him from his obligations.

## 11. Final provisions

(1) Ancillary agreements to this Master Agreement must be made in writing.

(2) The parties to this Agreement agree that any existing “general terms and conditions” of the Contractor shall not apply to this Agreement.

(3) Any cancellation must be made in writing.

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| ppa Andrea SpenglerContractor |  | Contractor |
| Signature, name, role |  | Signature, name, role |

## Data types

☐ Personal information

☐ *Contact information (e.g. telephone number, email address)*

☐ Contract data (contractual relationship, product or contractual interests)

☐ Customer and supplier history

☐ Contract settlement and payment data

☐ Informational data (for third parties, e.g. Information providers, or from public directories)

☐ Images

☐ Special categories of personal data (Article 9 of the GDPR)

☐ Personal data about criminal convictions and crimes (Article 10 of the GDPR)

☐ *The IP address of the client.*

## 1.2 Categories of data subjects

☐ Customers

☐ Interested parties

☐ Subscribers

☐ Employees

☐ Employees of companies who are linked to the Customer

☐ Employees of companies in which the Customer has holdings

☐ Suppliers

☐ Trade representatives

☐ Contact persons

☐ …

## 1.3 Data protection officer / Contractor contact person

First name / surname: Arnd Fackeldey

Position / role: Datenschutzbeauftragter

Location / address: Digital Compliance Consulting GmbH / Heinrich-Dauer-Straße 10, 52351 Düren

Telephone number: 02421/555933

E-mail address: fackeldey@digital-compliance-consulting.com

## 1.4 Representatives of the contract processor (*if required in accordance with Article 27 of the GDPR*)

First name / surname: Tandberg Data GmbH

Organisational unit: Customer Service

Location / address: Nikolaus-Groß-Strasse 13, 44329 Dortmund

Telephone number: +49 (0)231 5436-0

E-mail address: privacy@tandbergdata.com

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| Subcontractor | Address | Service  |
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# 1. Confidentiality (Article 32, para 1b of the GDPR)

* Physical access control
No unauthorised access to systems used for data processing, e.g.: magnetic or chip cards, keys, electric door openers, plant security or porters, alarm systems, surveillance systems;
* System access control
No unauthorised system access, e.g.: (secure) passwords, automatic locking mechanisms, two-factor authentication, encryption of storage media;
* Operational/functional access control
No unauthorised reading, copying, editing or deletion within the system, e.g.: permissions and needs-based access rights, access auditing;
* Separation control
Separate processing of data, which was collected for different purposes, e.g. multi-client capability, sandboxing;
* Pseudonymisation (Article 32, para 1a of the GDPR; Article 25, para 1 of the GDPR)
The processing of personal data in such a manner that the personal data can no longer be attributed to a specific data subject without the use of additional information, provided that such additional information is kept separately and is subject to technical and organisational measures.

## 2. Integrity (Article 32, para 1b of the GDPR)

* Transfer control
No unauthorised reading, copying, editing or deleting during electronic transfer or transport, e.g.: encryption, virtual private networks (VPN), digital signature;
* Input control
Ascertaining whether and by whom personal data is entered, modified or removed in the data processing systems, e.g.: auditing, document management;

## 3. Availability and resilience (Article 32, para 1b of the GDPR)

* Availability control
Protection against accidental or intentional destruction or loss, e.g.: Backup strategy (online/offline; on-site/off-site), uninterrupted power supply (UPS), anti-virus protection, firewalls, reporting channels and contingency plans;
* Rapid restore (Article 32 para 1c of the GDPR);

## 4. Procedures for regular testing, assessing and evaluating (Article 32 para 1d of the GDPR, Article 25 para 1 of the GDPR)

* Data protection management;
* Incident response management;
* Default privacy settings (Article 25 para 2 of the GDPR);
* Order control
No contract data processing within the meaning of Article 28 of the GDPR without a corresponding instruction from the Customer, e.g.: Clear contract design, formalised order management, strict selection of the service provider, compulsory due diligence as well as follow-up checks.

Tandberg Data GmbH

Amtsgericht Dortmund HRB 5589

Geschäftsführer Kurt Kalbfleisch