THE UNDERSIGNED:

<NAME OF INSTITUTION>, having its registered office at <ADDRESS> in <CITY>, Chamber of Commerce number <COC> and duly represented by **<REPRESENTATIVE>** (hereinafter: "**the Controller**");

and

Innovero Software Solutions B.V., having its registered office at Rijksstraatweg 713 in Wassenaar, The Netherlands, Chamber of Commerce number 27157981 and duly represented by Mr. M. Rader (hereinafter: "**the Processor**");

Referred to hereinafter jointly as the "**Parties**" and individually as the "**Party**";

WHEREAS:

- On <DATE>, the Parties concluded an agreement concerning the use of the Service by the Controller. In performance of the agreement, the Processor processes Personal Data on behalf of the Controller;

- Within the context of the performance of the Agreement, Innovero Software Solutions B.V. is deemed a Processor within the meaning of the GDPR and <INSTITUTION'S NAME> is deemed a Controller within the meaning of the GDPR;

- In accordance with the GDPR, the Parties wish to record the following agreements regarding the processing of Personal Data in this Processor Agreement;

AND AGREE AS FOLLOWS:

CLAUSE 1. DEFINITIONS

1.1 GDPR: Regulation (EU) 2016/679 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 Protection Regulation).

1.2 Terms from the GDPR used in this Processing Agreement have the same meaning.

1.3 Annex: an annex to this Data Processing Agreement, which forms an integral part of this Data Processing Agreement.

1.4 Service: the forms management system Formdesk to be provided by the Processor to the Controller and has been put into use by the Controller.

1.5 Agreement: the agreement concluded between the Controller and the Processor and on the basis of which the Processor processes Personal Data for the Controller for the purpose of the performance of this agreement. With the conclusion of the subscription to the Service and the agreement with the terms and conditions as described on https://en.formdesk.com/general-conditions/ by the Controller, the agreement is concluded.

CLAUSE 2. EFFECTIVE DATE AND DURATION

2.1 This Processor Agreement shall enter into force at the time the Agreement is concluded, unless the Parties agree otherwise.

2.2 This Processor Agreement will end at the time that Processor has terminated the processing of Personal Data under the Agreement and the agreements regarding the return and/or deletion of Personal Data have been complied with.

2.3 If the Parties agree on a (new) Processing Agreement, this means that the old Processing Agreement will expire.

CLAUSE 3. SUBJECT OF THE DATA PROCESSING AGREEMENT

3.1 Processor shall process the Personal Data made available by or through Controller solely on instructions from Controller for the performance of the Agreement, unless a Union or Member State law applicable to Processor requires it to do so. In that case, Processor shall notify Controller thereof without undue delay prior to processing, unless that law prohibits such notification on important grounds of public interest.

3.2 The processing to be carried out by the Processor is described in Table 1 of Appendix A. The Controller, as designer of the forms within the Service, is responsible for ensuring that Appendix A is in accordance with the use of the Service and will, where appropriate, provide the Processor with a new Appendix A.

CLAUSE 4. SUBSTANTIVE AGREEMENTS

4.1 Security measures
The Processor shall ensure appropriate technical and organizational measures to properly secure the Personal Data, as referred to in Article 32 GDPR. To this end, the Processor shall at least take the technical and organizational measures included in Appendix B.

4.2 Audits
Processor shall provide all necessary cooperation to audits conducted by a certified auditor on compliance with the agreements within this Processor Agreement and Annexes, unless Processor has demonstrated by means of a valid certification, which is periodically assessed by an accredited institution, that Processor complies with the agreements made. The costs of this audit shall be borne by Controller (both its own costs and the costs of Processor), unless the auditor finds one or more shortcomings of a non-minor nature of Processor that are to the detriment of Controller.

4.3 Processing outside the EEA
The Processor may process Personal Data outside the European Economic Area (or have it processed) if the conditions of Article 45 or 46 GDPR are met. If there is processing outside the EEA, the Processor will inform the Controller thereof in advance.

4.4 Confidentiality
Persons working for (sub)Processor and (sub)Processor itself must keep Personal Data they work with confidential. The persons working for Processor and sub processors have therefore signed a confidentiality agreement or have otherwise committed themselves in writing to confidentiality.

4.5 Sub processors
The Processor lists the sub processors known at the time of concluding this Processor Agreement in Appendix A. The Controller hereby grants general permission for the engagement of sub processors. After the start of the work, the Processor will keep the Controller informed of the intended engagement of new sub processors. When engaging sub processors, Articles 28.2 and 28.4 of the GDPR remain in full force.

4.6 Rights of data subjects
If a data subject invokes his rights as stated in Articles 12 to 22 GDPR, Processor will assist Controller to make a decision on this within the statutory time limits.

4.7 Data Protection Impact Assessment and Prior Consultation
At the request of the Controller, the Processor shall always cooperate in a Data Protection Impact Assessment (DPIA) and prior consultation as referred to in Articles 35 and 36 GDPR.

CLAUSE 5. PERSONAL DATA BREACH

5.1 Processor shall inform Controller without undue delay, but no later than within 24 hours, after establishing a (suspected) Personal Data Breach. Processor shall state, to the extent known, the alleged cause of the (suspected) Breach, the category of personal data, the category of data subjects and the number of data subjects. Processor shall inform Controller via the contact person and contact details of Controller as included in Appendix A.

5.2 In the event of a Breach, Processor shall take all measures without undue delay to remedy the Breach, limit its consequences and prevent further Breach and shall keep Controller informed of this at all times.

5.3 Processor shall have a detailed log of the Breach and the measures taken in response to Breach. Controller may inspect this log upon request.

5.4 Controller shall decide whether the Breach must be reported to the supervisory authority and/or Data Subject. Processor shall support Controller where necessary in reporting to the supervisory authority and/or Data Subject.

CLAUSE 6. LIABILITY

6.1 Processor is liable for all damages resulting from or related to the failure to comply with the Processor Agreement and/or the GDPR.

6.2 Compensation for damages resulting from liability is limited to an amount of €500,000 per claim and €1,000,000 per year.

CLAUSE 7. TERMINATION

7.1 Destruction of Personal Data
Processor shall destroy all Personal Data no later than 2 months after the Agreement ends. All existing (other) copies of Personal Data, whether or not located with sub processors engaged by Processor, shall hereby be permanently deleted, unless storage of the Personal Data is required under Union or Member State law.

7.2 Confidentiality
The obligation of confidentiality shall continue after termination of the Processor Agreement.

CLAUSE 8. OTHER PROVISIONS

8.1 This agreement is governed by Dutch law. All disputes, even if only one Party believes that there is a dispute, will initially be submitted to the same competent court as stated in the Agreement.

THUS AGREED BY THE PARTIES:

NAME OF THE INSTITUTION	**Innovero Software Solutions B.V.**
_____/_____/_____	_____/_____/_____
Date	*Date*
_____	dhr. M. Rader_____
Name	*Name*
_____	_____
Signature	*Signature*

ANNEX A: Specifications of the Processing of Personal Data

Version number: 1, Last modification Date: <DATUM>

Purposes of the Processing

Categories Data Subject Involved

(categories) Personal data

Sub-processors
The Processor has permission from the Controller to deploy the following Sub-processors in the execution of the Service:

1.
Organization: SecWatch B.V.
Purpose of processing: Monitoring traffic through the firewalls for threats.
Country: the Netherlands

2.
Organisation: Optimadata B.V.
Purpose of processing: Fulfilling database administrator duties.
Country: the Netherlands

Contact details in the event of Personal Data Breaches

Controller
Name:
Position:
Email address:
Telephone:

Processor
Name: dhr. M. Rader
Position: CISO
Email address: m.rader@formdesk.com
Telephone: +31 85 4014680

ANNEX B: Security Measures

Management of Information Security;

• Processor consciously deals with information security. To this end, the organization has, among other things, a formal information security policy.

• The information security policy is reviewed at scheduled intervals or when significant changes occur to ensure that it is constantly appropriate, adequate and effective.

• All responsibilities in information security are defined and assigned.

Access control;

• Authorizations on the network and business-critical applications are periodically checked for correctness.

• The number of users with administrator privileges (in the relevant applications) is limited and in accordance with job level and responsibilities.

• The processor has insight into the ways in which access can be gained to the data, outside the application, eg via ODBC links or DBA maintenance work on the database.

• Access to the program source code is limited.

Personnel aspects;

• Verification of the background of all candidates for employment is carried out in accordance with relevant legislation and regulations and is proportional to the business requirements, the classification.

• The management requires all employees and contractors to apply information security in accordance with the established policies and procedures of the organization.

• All employees and contractors have signed a confidentiality agreement.

• Processor has a procedure that ensures that user accounts are blocked (in time) and / or deleted upon termination of employment.

Physical security;

• The processor has taken physical measures to protect its information systems against unauthorized access. The number of employees with access to the server room is limited and in accordance with job level and responsibilities.

• Media is removed in a safe and secure way if it is not needed for longer, according to formal procedures.

• Media containing information are protected against unauthorized access, misuse or corruption during transport.

• Equipment is properly maintained to ensure its continuous availability and integrity.

Operations management;

• Processer has a formal change management process, ensuring that only authorized and tested changes are taken into production. This is laid down in a procedure.
• The processor has taken measures to prevent computer viruses and / or worms from infecting the company network and systems.
• The processor has a back-up & restore procedure to ensure that, in view of possible emergencies, up-to-date backups of both program files and data files are available.
• In order to protect the information transport, which runs through all types of communication facilities, formal policy rules, procedures and control measures for transport apply.
• Information included in electronic messages is appropriately protected.
• Information forming part of application transactions is protected to prevent incomplete transfer, erroneous routing, unauthorized change of messages, unauthorized disclosure, unauthorized duplication or playback.
• Rules have been laid down for the development of software and systems and these are applied to development activities within the organization.