

Concept Data Processing Agreement

between

Invest International B.V.

and

<Name contractor>

Concerning

Integrated Enterprise Reporting

Contract number: <Contract number>



The undersigned:

1. Invest International B.V., registered with the Dutch Chamber of Commerce under registration number 83526617, legally represented by Ms. V.E. Hart, CFRO Invest International, hereinafter referred to as "**Contracting Authority**",

and

2. <name chosen Contractor> registered with the Dutch Chamber of Commerce under registration number: <number>, legally represented by <name, function>, hereinafter referred to as "**Contractor**"

Hereinafter jointly referred to as: the Parties.

WHEREAS:

- insofar as the Contractor processes Personal Data on behalf of the Contracting Authority within the framework of the Agreement, the Contracting Authority qualifies, pursuant to article 4, section 7 and section 8 of the Regulation, as controller for the Processing of Personal Data and Provider as processor;
- The Parties declare the ARBIT 2022 applicable to this Processing Agreement;
- Parties wish to lay down their agreements on the Processing of Personal Data by Provider in this Processing Agreement, as referred to in article 28, paragraph 3 of the Regulation.

AGREE:

1. Terms

In this Processing Agreement, a number of terms are capitalized. These terms have the meaning given to them in Article 1 of the ARBIT 2022. Notwithstanding or in addition to this, the following terms shall have the meanings given to them in this Processing Agreement:

- 1.1 Data Subject: the person to whom a Personal Data relates.
- 1.2 Personal Data Breach: a breach of security that accidentally or unlawfully results in the destruction, loss, alteration or unauthorized disclosure of, or access to, data transmitted, stored or otherwise processed.
- 1.3 Agreement: the agreement between the Contracting Authority and the Contractor for the development and maintenance of an IER solution for Invest International <date and possibly contract reference>.
- 1.4 Personal data: all information about an identified or identifiable natural person, which Provider processes in the context of the Agreement on behalf of the Contracting Authority.
- 1.5 Regulation: Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals 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).
- 1.6 Processor Agreement: this Agreement including recitals and related annexes.

- 1.7 Processing: an operation or set of operations under the Agreement relating to Personal Data, or a set of Personal Data, whether or not carried out by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction.

2. Subject matter of this Processing Agreement

- 2.1 This Processing Agreement governs the Processing of Personal Data by the Provider in the context of the Agreement.
- 2.2 The nature and purpose of the Processing, the type of Personal Data and the categories of Personal Data, Data Subjects and recipients are described in Schedule 1.
- 2.3 Contractor guarantees the application of appropriate technical and organizational measures, so that the Processing meets the requirements of the Regulation and the protection of the rights of the Data Subject is guaranteed.
- 2.4 Contractor guarantees to comply with the requirements of the applicable laws and regulations regarding the Processing of Personal Data.

3. Entry into force and duration

- 3.1 This Processing Agreement shall enter into force at the time it is signed by the Parties.
- 3.2 This Processing Agreement shall terminate after and to the extent that the Contractor has deleted or returned all Personal Data in accordance with Article 10.
- 3.3 Neither Party may terminate this Processing Agreement in the interim.

4. Scope of the Contractor's processing authority

- 4.1 The Contractor will only process the Personal Data on the instructions of and on the basis of written instructions from the Contracting Authority, subject to divergent statutory regulations applicable to the Contractor.
- 4.2 If, in the opinion of the Contractor, an instruction as referred to in the first paragraph is in conflict with a statutory provision concerning data protection, the Contractor will notify the Contracting Authority thereof prior to the Processing, unless a statutory provision prohibits such notification.
- 4.3 If Contractor is required to provide Personal Data by virtue of a statutory provision, he will inform the Contracting Authority immediately and, if possible, prior to the provision.
- 4.4 Contractor has no control over the purpose of and means for Processing Personal Data.

5. Security of the Processing

- 5.1 In addition to article 18 of the ARBIT 2022 and without prejudice to article 2.3, the Contractor will take the technical and organizational security measures described in Annex 2.

- 5.2 The parties recognize that ensuring an appropriate level of security may constantly require additional security measures to be taken. The Contractor will ensure a security level appropriate to the risk.
- 5.3 If and to the extent that the Customer expressly requests this in writing, the Contractor will take additional measures with a view to securing the Personal Data.
- 5.4 The Contractor will not process Personal Data outside the European Union, unless it has obtained the express written permission of the Customer to do so and subject to divergent legal obligations.
- 5.5 The Contractor shall inform the Contracting Authority without unreasonable delay as soon as it becomes aware of any unlawful Processing of Personal Data or any breach of the security measures referred to in paragraphs 1 and 2.
- 5.6 Contractor shall assist Client in enforcing the obligations under Articles 32 through 36 of the Regulation.
- 6. Sub processor**
- 6.1 If the Contractor, in compliance with the provisions of Article 23 of the ARBIT 2022, engages another processor to perform processing activities on behalf of the Client, the same data protection obligations as those contained in this Processing Agreement shall be imposed on such other processor by agreement.
- 7. Assistance due to rights of Data Subject**
- 7.1 The Contractor shall assist the Client in fulfilling its duty to respond to requests for the exercise of the Data Subject's rights set out in Chapter III of the Regulation.
- 8. Breach in connection with Personal Data**
- 8.1 Contractor will inform Client without unreasonable delay, as soon as it becomes aware of a Personal Data Breach, in accordance with the arrangements set out in Schedule 3.
- 8.2 Contractor shall also inform Customer about developments concerning the Personal Data Breach after a notification pursuant to the first paragraph.
- 8.3 The Parties will each bear the costs incurred by them in connection with the notification to the competent supervisory authority and the Complainant.

9. Returning or erasing Personal Data

9.1 At the end of the Agreement, the Contractor will ensure, at the option of the Contracting Authority, that all Personal Data are returned to the Contracting Authority or erased. Contractor will remove copies, subject to deviating legal requirements.

10. Information obligation and audit

10.1 The Contractor shall make available all information necessary to demonstrate that the obligations under this Processing Agreement have been and are being fulfilled.

10.2 The Contractor will provide all necessary cooperation with audits.

Thus agreed and signed in duplicate on the last of the two dates specified below,

Invest International B.V.

<name of company>

on behalf of these,

on behalf of these,

Mrs. V.E. Hart
CFRO
The Hague,

Mr/Mrs <Name>
<Function>
<Place>

Mrs. P. Vernooij
Director IT & Change
The Hague,

Appendices:

Appendix 1: The Processing of Personal Data

Appendix 2: Appropriate technical and organizational measures

Appendix 3: Agreements regarding Personal Data Breaches

Annex 1: The Processing of Personal Data.

This Annex must specify at least the following:

The subject/character and purpose of the Processing	The <subject add> by the Contractor on behalf of Invest International.
The type of Personal Data	Only the personal data of the type 'Ordinary Personal Data' necessary for the execution of the order: Name and address details: First and last name, address, postal code, city, Contact details: e-mail address, telephone number; <optional, other types of data are also possible>: Application data: letters of application, curriculum vitae; level of education> Personal data: gender, marital status, family composition, Employee number ID data: ID card, passport, driver's license; Registration numbers: BSN Salary data: salary, social security contributions, income tax, expense allowance; Payment data: bank, bank account number, name of account holder. Leave and absence data: registration of absence in connection with leave and absence (no medical data) Processing of 'Special personal data': <Related to race, religion or health, e.g. possible data about the health of employees, if this is relevant for (adjustments to) the workplace>. 'Criminal personal data' are not in scope of assignment.
Description of the categories of Personal data	Personal data concerning the health of employees, if relevant for the (adjustments to) the workplace.
Description of the categories of data subjects	Employees of Invest International, external parties employed by Invest International (agency staff, seconded employees, consultants).

Description of the categories of recipients of Personal Data	Invest International <Example: Statutory bodies (Tax Office, UWV), Pension and insurance companies which are contracted for the implementation of Invest International's employment conditions policy, Health and Safety service provider, Mobility service providers.> Are there any subcontractors who will process the data?
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For the content of this appendix, use can be made, among other things, of the registration that the Contractor must keep pursuant to Article 30 of the Regulation.

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Annex 2: Appropriate technical and organizational measures

The Contractor shall comply with the technical and organizational measures in the context of the security of the Processing, including (but not limited to) technical and organizational measures as agreed in the Agreement, in order to meet the requirements in this Processing Agreement.

Annex 3: Agreements regarding Personal Data Breaches.

This Annex should specify the agreements on how Contractor will inform Customer about Personal Data Breaches.

Procedure for Personal Data Breaches

The Counterparty shall notify any possible Personal Data Breach processed on behalf of the Client within twenty-four (24) hours to privacy@investinternational.nl.

The Counterparty will inform the Client of measures to limit the consequences of the incident and to prevent a recurrence.

Information to be provided by the Counterparty at least:

Nature of the Personal Data Breach.
The Personal Data and Data Subject
Likely consequences of the Personal Data Breach
Measures that Contractor has proposed or taken to address the Personal Data Breach, including, where applicable, the measures to mitigate any adverse consequences thereof

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of tomorrow together.

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