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Processing agreement ARVODI-2018

Contract number: 31195825

The undersigned:

1. The State of the Netherlands, established at The Hague, represented by the Minister of Infrastructure and Water Management, Rijkswaterstaat Zee en Delta, On behalf of these, Director of Network Development, M. Ohm, hereinafter referred to as: Client,

and

2. [full name and legal form of contractor], (statutory) registered office at [place], represented by (and) [name of signatory] hereinafter referred to as: Contractor,

hereinafter collectively referred to as: Parties;

WHEREAS:

- to the extent that Provider Processes Personal Data on behalf of the Client under the Agreement, the Client qualifies under Article 4, part 7 and part 8 of the Regulation as a controller for the Processing of Personal Data and the Provider as a processor;
- The parties wish to set out in this Processing Agreement, as referred to in Article 28(3) of the Regulation, their agreements on the Processing of Personal Data by the Contractor.

AGREE:

Article 1. Terms

In this Processing Agreement, a number of terms are used with an initial capital letter. These terms shall have the meaning given to them in Article 1 of the General National Conditions for the Contracting of Services 2018 (ARVODI-2018). Notwithstanding or in addition thereto, the following terms are defined 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 leading to the accidental or unlawful destruction, loss, alteration or unauthorised disclosure of, or unauthorised access to, transmitted, stored or otherwise processed data.

1.3 Agreement means the agreement between Principal and Contractor for the purpose of *"performing and reporting on a maximum of ten (10) simulations for the testing of crew behaviour, as well as due to a larger number of wind turbines, the consequences regarding shipping safety in the North Sea"* dated [date], with reference [reference] *from onwards*.

1.4 Personal Data: any information about an identified or identifiable natural person, which the Contractor processes on behalf of the Principal in the context of the Agreement.

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 Processing Agreement: this agreement including recitals and related annexes.

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

Article 2 Purpose of this Processing Agreement

2.1 This Processing Agreement governs the Processing of Personal Data by the Contractor under the Agreement.

2.2 The nature and purpose of Processing, the type of Personal Data and categories of Personal Data, Data Subjects and recipients are defined in Annex 1.

2.3 The Contractor guarantees the application of appropriate technical and organisational measures so that the Processing meets the requirements of the Regulation and the protection of the Data Subject's rights is guaranteed.

2.4 The Contractor guarantees to comply with the requirements of the applicable laws and regulations regarding the Processing of Personal Data.

Article 3. Entry into force and duration

3.1 This Processing Agreement shall enter into force when 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 Either Party may terminate this Processing Agreement in the interim.

Article 4. Scope of processing power Contractor

4.1 The Contractor shall process Personal Data solely on the instructions and on the basis of written instructions from the Client subject to any different legal requirements applicable to the Contractor.

4.2 If, in the opinion of the Contractor, an instruction as referred to in the first paragraph violates a statutory data protection regulation, it shall notify the Client prior to the Processing, unless a statutory regulation prohibits such notification.

4.3 If the Contractor is required to provide Personal Data on the basis of a statutory requirement, it shall inform the Client immediately, and if possible prior to the provision.

4.4 The Contractor has no control over the purposes and means of Processing Personal Data.

Article 5. Security of Processing

5.1 In addition to Article 15 of the ARVODI-2018 and without prejudice to Article 2.3, the Contractor shall take the technical and organisational security measures as described in Annex 2.

5.2 The parties acknowledge that guaranteeing an appropriate security level may continuously force the implementation of additional security measures. The Contractor shall ensure a security level appropriate to the risk.

5.3 If and to the extent that the Client expressly requests it in writing, the Contractor shall take additional measures with a view to securing the Personal Data.

5.4 The Contractor shall not Process Personal Data outside the European Union unless it has obtained the express written consent of the Client and subject to different legal obligations.

5.5 Provider shall inform Client without unreasonable delay as soon as it has become aware of unlawful Processing of Personal Data or breaches of security measures as mentioned in the first and second paragraphs.

5.6 The Contractor shall assist the Principal in enforcing the obligations under Articles 32 to 36 of the Regulation.

Article 6. Confidentiality by Staff of the Contractor

6.1 The Personal Data are of a confidential nature as referred to in Article 13.1 of the ARVODI-2018.

6.2 At the Principal's request, the Contractor shall demonstrate that its Personnel have undertaken to observe confidentiality as referred to in Article 13.2 of the ARVODI-2018.

Article 7. Subprocessor

Where the Contractor, subject to the provisions of Article 8 of the ARVODI-2018, engages another processor to carry out processing activities on behalf of the Client, the same data protection obligations as set out in this Processing Agreement shall be imposed on such other processing by agreement.

Article 8. Assistance due to rights of Data Subject

The Contractor shall assist the Client in fulfilling its duty to respond to requests to exercise the Data Subject's rights set out in Chapter III of the Regulation.

Article 9. Breach in relation to Personal Data

9.1 Provider shall 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.

9.2 Contractor shall inform Client about developments concerning the Personal Data Breach even after a notification under the first paragraph.

9.3 The parties shall each bear the costs to be incurred by themselves in connection with the notification to the competent supervisory authority and Complainant.

Article 10. Return or erasure of Personal Data

10.1 At the end of the Agreement, Contractor shall, at the discretion of the Client, ensure the return to the Client or erasure of all Personal Data. Provider shall delete copies, subject to different legal requirements.

10.2 Personal data will be returned in the form and manner specified by the Client.

Article 11. Information obligation and audit

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

11.2 The Contractor shall provide all necessary cooperation in audits.

Thus agreed and signed in duplicate on the later of the two dates mentioned below,

Rijswijk	..
[date]	[date]

THE MINISTER FOR INFRASTRUCTURE AND WATER STATE	.. BV
Rijkswaterstaat Zee en Delta	
On behalf of these,	

Director of Network Development	director
M. Ohm	..

Annex 1. The Processing of Personal Data

This annex should specify at least the following:

The subject / nature and purpose of the Processing	Personal data should be processed from stakeholders; RWS project group, RWS regions, policy directorate etc. As in case of project discussions and/or in other cases with regard to other discussions.
The type of Personal Data	Name, function, organisation, e-mail address, phone number
Description of categories of Personal Data	General personal data, no processing of photos of individuals
Description categories Stakeholders	Persons from RWS, I&W or others, possibly third parties
Description categories of recipients of Personal Data	RWS or government organisations or third parties indicated with the consent of RWS

For the content of this annex, the records that the Controller is required to maintain under Article 30 of the Regulation may be used, inter alia.

Annex 2. Appropriate technical and organisational measures

This annex should specify the standards and measures to be used or taken by the Contractor as part of the security of the Processing. For this purpose, reference may be made to documents in which standards and measures are laid down, such as, where applicable, the schedule of requirements or the request for quotation.

Annex 3: Agreements on Personal Data Breaches

This annex should specify the agreements on how Contractor will inform Client about Personal Data Breaches.

Information to be provided by the Contractor as a minimum

Nature of the Personal Data Breach
The Personal Data and Data Subject
Likely consequences of the Breach in relation to Personal Data
Measures proposed or taken by the Contractor to address the Personal Data Breach, including, where applicable, measures to mitigate any adverse effects thereof