



Rijksdienst voor Ondernemend
Nederland

Data processing agreement

Department name Team name / Third party

Contract number: [...].

The undersigned:

1. The State of the Netherlands, which has its seat in The Hague,
represented by the Minister of Economic Affairs,
legally represented in this matter by
drs. J.L.M. Arends
Head of CBI,
Sustainable Economic Development Directorate,
hereafter referred to as 'the Contracting Authority',

and

2. [full name and legal form of the Contractor],
which has its registered office in [place],
legally represented in this matter by
..... (and) [signatory's name],
hereafter referred to as 'the Contractor',

jointly referred to as 'the Parties';

WHEREAS:

- Insofar as the Contractor processes Personal Data for the Contracting Authority in the context of the Contract, the Contracting Authority, under article 4 (7) and (8) of the Regulation, qualifies as a controller for the Processing of Personal Data and the Contractor as a processor;
- The Parties to this Data Processing Agreement, as referred to in article 28, paragraph 3 of the Regulation, wish to record their agreements on the Processing of Personal Data by the Contractor.

AGREE AS FOLLOWS:

Article 1 Definitions

Certain terms in this Data Processing Agreement are written with initial capitals. These terms are defined in article 1 of the General Government Terms and Conditions for Public Service Contracts 2018 (ARVODI 2018). In derogation therefrom or in addition thereto, the following terms are defined below for the purposes of this Data Processing Agreement:

- 1.1 Data Subject: the person whom the Personal Data concerns.
- 1.2 Personal Data Breach: a breach in security that leads to the accidental or unlawful destruction, loss, change or unauthorised provision of, or unauthorised access to, data that has been transferred, stored or processed in any other way.
- 1.3 Contract: the Contract between the Contracting Authority and the Contractor [name] dated [date], reference number [number].

- 1.4 Personal Data: any data concerning an identified or identifiable natural person that is processed by the Contractor for the Contracting Authority in the context of the Contract.
- 1.5 Regulation: 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).
- 1.6 Data Processing Agreement: this agreement including its recitals and the accompanying schedules.
- 1.7 Processing: any operation or any set of operations concerning Personal Data or any set of Personal Data, carried out in the context of the Contract via automated or manual procedures, including in any case the collection, recording, organisation, structuring, storage, updating or modification, retrieval, consultation, use, disclosure by means of transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data.

Article 2 Object of this Data Processing Agreement

- 2.1 This Data Processing Agreement governs the Processing of Personal Data by the Contractor in the context of the Contract.
- 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 set out in Schedule 1.
- 2.3 The Contractor guarantees that the appropriate technical and organisational measures will be taken, in order to ensure that Processing complies with the requirements of the Regulation and that the rights of the Data Subject(s) are protected.
- 2.4 The Contractor guarantees compliance with the requirements of the applicable legislation relating to the Processing of Personal Data.

Article 3 Entry into force and duration

- 3.1 This Data Processing Agreement enters into force as soon as it has been signed by both Parties.
- 3.2 This Data Processing Agreement terminates after and insofar as the Contractor has deleted or returned all Personal Data in accordance with article 10.
- 3.3 Neither of the Parties may terminate this Data Processing Agreement before the Contract terminates.

Article 4 Scope of Contractor's Processing competence

- 4.1 The Contractor will Process the Personal Data exclusively for and on the basis of written instructions from the Contracting Authority barring statutory rules to the contrary that apply to the Contractor.
- 4.2 If any instruction as referred to in paragraph 1 is deemed by the Contractor to contravene a statutory rule on data protection, the Contractor will notify the Contracting Authority of this prior to Processing, unless a statutory rule prohibits such notification.
- 4.3 If the Contractor is obliged to disclose Personal Data on the basis of a statutory rule, it will inform the Contracting Authority immediately, if possible, prior to the disclosure.

4.4 The Contractor will have no control over the purpose or means of the Personal Data Processing.

Article 5 Security measures

- 5.1 In addition to article 15 of the ARVODI 2018, and without prejudice to article 2.3 of this Data Processing Agreement, the Contractor will implement the technical and organisational security measures described in Schedule 2.
- 5.2 The Parties recognise that guaranteeing an appropriate level of security may require additional security measures to be implemented on an ongoing basis. The Contractor guarantees an appropriate level of security having regard to the risks entailed.
- 5.3 At the express written request of the Contracting Authority, the Contractor will adopt additional measures to ensure the security of the Personal Data.
- 5.4 The Contractor will not process any Personal Data outside a European Union member state, unless it has obtained express written approval to do so from the Contracting Authority and barring statutory obligations to the contrary.
- 5.5 If the Contractor discovers any illegal or unauthorised Processing or infringements of the security measures referred to paragraphs 1 and 2, it will inform the Contracting Authority without unreasonable delay.
- 5.6 The Contractor will assist the Contracting Authority in ensuring compliance with the obligations under articles 32 to 36 inclusive of the Regulation.

Article 6 Duty of confidentiality of the Contractor's Staff

- 6.1 The Personal Data is confidential as referred to in article 13.1 of the ARVODI 2018.
- 6.2 At the request of the Contracting Authority, the Contractor will show that its Staff have undertaken to observe the duty of confidentiality referred to in article 13.2 of the ARVODI 2018.

Article 7 Sub processor

If the Contractor, with due regard for the provisions of article 8 of the ARVODI 2018, engages another processor to carry out Processing activities for the Contracting Authority, the other processor must be bound by an agreement imposing the same data protection obligations as those imposed by this Data Processing Agreement.

Article 8 Assistance concerning rights of Data Subjects

The Contractor will assist the Contracting Authority in fulfilling its obligation to respond to requests from Data Subjects to exercise the rights set out in chapter III of the Regulation.

Article 9 Personal Data Breach

- 9.1 The Contractor will inform the Contracting Authority, without unreasonable delay, as soon as it becomes aware of any Personal Data Breach, in accordance with the agreements set out in Schedule 3.
- 9.2 After reporting an incident as described in the first paragraph, the Contractor will also inform the Contracting Authority of developments relating to the Personal Data Breach.

- 9.3 Each of the Parties will bear any costs they incur in connection with reporting incidents to the competent supervisory authority and the Data Subject.

Article 10 Return or erasure of Personal Data

- 10.1 Once the Contract expires, the Contractor will erase the Personal Data or return it to the Contracting Authority, whichever the Contracting Authority prefers. The Contractor will delete any copies, barring statutory rules to the contrary.
- 10.2 The Contractor will [erase or return] the Personal Data within 4 weeks following the expiry of the Contract, failing which it will be fined € 500.- per day, up to a maximum of €[*value of contract*].
- 10.3 **<OPTIONAL>** The Personal Data will be returned to the Contracting Authority in the format and manner stipulated by the Contracting Authority.

Article 11 Obligation to supply information and audit obligation

- 11.1 The Contractor will provide all necessary information to show that the obligations set out in this Data Processing Agreement have been and will be fulfilled.
- 11.2 The Contractor will provide all necessary cooperation with respect to audits.

Done on the later of the two dates stated below and signed in duplicate.

The Hague, [date]
FOR THE MINISTER OF ECONOMIC AFFAIRS
on behalf of and commissioned by
drs. J.L.M. Arends,
Head of CBI,
of the Netherlands Enterprise Agency (RVO),

[City/place, date]
FOR [CONTRACTOR],

J. van Putten
Teammanager IUC-EZ

signatory's name
signatory's position

The Hague, [date]

[place], [date]

Schedule 1 Processing Personal Data

This Schedule must in any case specify:

To be completed by the Contracting Authority (The Controller)	
Name of Controller including contact details	The Minister of Economic Affairs, on behalf of the Director-General of the Netherlands Enterprise Agency (RVO): Mr. A. Choho (General director of RVO) PO Box 93144, 2509 AC The Hague
Contact details of the Controller's representative	Sustainable Economic Development Directorate, CBI drs. J.L.M. Arends (Head of CBI) PO Box 93144, 2509 AC The Hague
Contact details DPO of the Controller	Data Protection Officer of the Ministry of Economic Affairs Bureau Bestuursraad PO Box 20401 2500 EK The Hague PbFG@minezk.nl
The subject/nature and purpose of the Processing	Data collection from exporting and importing companies: Collection of information regarding social compliance initiatives of coffee beans and products and export SMEs in (approximately 10-20 companies) by all the experts (team). The data include export and import performance, number of employees, and key results achieved from taking part in the CBI project. This data will be utilized to evaluate and enhance the impact of the CBI project coffee value chain and export sector in Indonesia. The processing tool used is Sage/HBAT (CBI internal CRM system) and audit and partner forms in Excel. Online trainings and coaching sessions: Experts that organize (online) trainings and coaching sessions will register attendance and collect feedback or evaluations. The processing tool used is Excel. Data collection from stakeholders and partners: collection of information regarding contact details and internal strategies and policies on climate resiliency in the coffee sector in Indonesia. Experts that will interact with stakeholders and register attendance and collect feedback and evaluations. The processing tool used is Excel.
The type of Personal Data	Regular personal data: • Name (first name, last name, prefix, initials) • Contact details (e-mail address) Company performance data:

	• Turnover per year • Number of employees. • Completed program activities • Other key performance metrics. Other partner data: • Organization name and contact details • Organizational performance data.
Description of categories of Personal Data	Regular personal data, identity and contact information of individuals involved in the project
Description of categories Data subjects	Describe categories (1 or more) 1. Indonesian coffee processors, producers and exporting SMEs. 2. European importers of Indonesian coffee 3. Key sector stakeholders in the Indonesian coffee enabling environment and export sector, including associations and women, youth and producers networks.
Description of categories of recipients of Personal Data	CBI programme managers, CBI MEL advisors and hired experts (contractor) who have access to the data of this project in Sage/HBAT and respective Excel sheet.
Location Processing Personal Data	Within the EEA / (partly)outside the EEA

To be completed by the Contractor (the processor)	
Name Processor including contact details	
Contact details of Processor representative	
Contact details DPO of the Processor	
Will the data be transferred to one or more countries outside the EEA?	No

Sub-processor (s)

Name and contact details of sub-processor	
Trade register number of sub-processor	
The subject/nature and purpose of the Processing	
The type of Personal Data	
Description of categories of Personal Data	
Description of categories Data subjects	
Description of categories Recipients of Personal Data	
Location Processing Personal Data	

The information in the controller's records, obligatory under article 30 of the Regulation, can be used to complete this schedule.

Schedule 2 Appropriate technical and organisational measures

- Within the national government, the [Government Information Security Baseline](#) (BIO) serves as the basis for the organization of information security.
- The Contractor's security must meet at least the same requirements as the BIO prescribes for the following components: BBN-2
- The Contractor implements additional measures based on the risk of the Processing, which have been determined, for example, as a result of a Privacy Impact Assessment (PIA). An overview of these measures is included below.

Certificates	Organizational unit/service to which the certificate relates	Certificate validity period	Statement of Applicability

Additional security Requirements:

For the collection of personal data, the following security requirements must be observed by (local) experts:

Control number	Control description
8. Asset management	
8.1	Responsibility for company assets
8.1.1	Asset Inventory: Information, other assets associated with information, and information processing facilities should be identified, and an inventory of these assets should be established and maintained.
8.1.2	Ownership of Assets: Assets maintained in the inventory statement should have an owner.
8.1.3	Acceptable use of assets: Rules for the acceptable use of information and assets associated with information and information processing facilities should be identified, documented and implemented.
8.1.4	Return of Assets: All employees and external users must return all organizational assets in their possession upon termination of their employment, contract or agreement.
8.2	Information classification
8.2.1	Classification of information: Information should be classified with respect to legal requirements, value, importance and susceptibility to unauthorized disclosure or modification.
8.2.2	Information labeling: To label information, an appropriate set of procedures should be developed and implemented in accordance with the information classification scheme established by the organization.
8.2.3	Asset Handling: Asset handling procedures should be developed and implemented in accordance with the information classification scheme established by the organization.
8.3	Handling media
8.3.1	Removable media management: Procedures for managing removable media should be implemented in accordance with the classification scheme established by the organization.
8.3.2	Disposal of media: Media should be disposed of in a safe and secure manner when it is no longer required, in accordance with formal procedures.
8.3.3	Physically transferring media: Media containing information should be protected from unauthorized access, misuse, or corruption during transit.
9. Access security	
9.1 Business requirements for access security	
9.1.1	Access security policy: An access security policy should be established, documented and assessed based on business and information security requirements.

9.1.2	Access to networks and network services: Users should only access the network and network services for which they are specifically authorized.
9.2	Management of user access rights
9.2.1	Registration and Logout of Users: A formal registration and logout procedure should be implemented to allow assignment of access rights.
9.2.2	Granting User Access: A formal user access granting procedure should be implemented to grant or revoke access rights for all types of users and for all systems and services.
9.2.3	Managing special access rights: The assignment and use of special access rights should be limited and controlled.
9.2.4	Management of user secret authentication information: The assignment of secret authentication information should be managed through a formal management process.
9.2.5	Review of user access rights: Asset owners should regularly review user access rights.
9.2.6	Revoking or modifying access rights: All employees' and external users' access rights to information and information processing facilities should be deleted upon termination of their employment, contract or agreement, and modified if changes occur.
9.3	User Responsibilities
9.3.1	Using Secret Authentication Information: Users should be required to adhere to organizational practices when using secret authentication information.
9.4	Access protection of system and application
9.4.1	Restricting access to information: Access to information and system functions of applications should be restricted in accordance with the access control policy.
9.4.2	Secure login procedures: Where required by access security policies, access to systems and applications should be controlled by a secure login procedure.
9.4.3	Password management system: Password management systems should be interactive and ensure strong passwords.
9.4.4	Using special system tools: The use of system tools that have the ability to circumvent system and application controls should be limited and closely controlled.
9.4.5	Access protection on program source code: Access to the program source code should be restricted.
11. Physical and environmental security	
11.1	Secure areas
11.1.1	Physical Security Zone: Security zones should be defined and used to protect areas containing sensitive or essential information and information processing facilities.
11.1.2	Physical access security: Secured areas should be protected by appropriate access security to ensure that only authorized personnel are allowed access.
11.1.3	Securing offices, spaces and facilities: Physical security should be designed and applied to offices, spaces and facilities.
11.1.4	Protect against external threats: Physical protection should be designed and applied against natural disasters, malicious attacks or accidents.
11.1.5	Working in secure areas: Procedures should be developed and applied for working in secure areas.
11.1.6	Loading and unloading location: Access points such as loading and unloading locations and other points where unauthorized persons can enter the site should be controlled and, if possible, shielded from information processing facilities to prevent unauthorized access.
11.2	Equipment
11.2.1	Location and protection of equipment: Equipment should be located and protected in such a way that risks from external threats and hazards, as well as the possibility of unauthorized access, are reduced.
11.2.2	Utilities: Equipment should be protected against power outages and other disruptions caused by utility disruptions.
11.2.3	Cabling security: Power and telecommunications cables that transmit data or support information services should be protected against interception, disruption or damage.
11.2.4	Equipment maintenance: Equipment should be properly maintained to ensure its continued availability and integrity.
11.2.5	Asset Removal: Equipment, information and software should not be removed from site without prior approval.

11.2.6	Security of equipment and assets off-site: Assets located off-site should be secured, taking into account the various risks of working off-site.
11.2.7	Secure disposal or reuse of equipment: All parts of the equipment that contain storage media should be verified to ensure that sensitive data and licensed software have been removed or reliably securely overwritten prior to disposal or reuse.
11.2.8	Unmanaged user equipment: Users should ensure that unmanaged equipment is adequately protected.
11.2.9	Clear desk and clear screen policies: A clear desk policy for paper documents and removable storage media and a clear screen policy for information processing facilities should be established.
12. Business operations security	
12.1	Operating procedures and responsibilities
12.1.1	Documented operating procedures: Operating procedures should be documented and made available to all users who need them.
12.1.2	Change management: Changes in the organization, business processes, information processing facilities and systems that affect information security should be controlled.
12.1.3	Capacity management: Resource usage should be monitored and aligned, and expectations should be set for future capacity requirements to ensure required system performance.
12.1.4	Separation of development, test and production environments: Development, test and production environments should be separated to reduce the risk of unauthorized access to or changes to the production environment.
12.2	Protection against malware
12.2.1	Malware controls: To protect against malware, detection, prevention and remediation controls should be implemented, along with appropriate user awareness.
12.3	Backup
12.3.1	Backup of information: Backup copies of information, software and system images should be created and tested on a regular basis in accordance with an agreed upon backup policy.
12.4	Reporting and monitoring
12.4.1	Event Logging: Event logs that record user activities, exceptions, and information security events should be created, retained, and reviewed regularly.
12.4.2	Protecting information in log files: Log facilities and information in log files should be protected against falsification and unauthorized access.
12.4.3	Administrator and Operator Logs: Activities of system administrators and operators should be recorded and the logs should be protected and reviewed regularly.
12.4.4	Clock synchronization: The clocks of all relevant information processing systems within an organization or security domain should be synchronized to a single reference time source.
12.5	Mastery of operational software
12.5.1	Installing software on operational systems: Procedures should be implemented to control the installation of software on operational systems.
12.6	Technical vulnerability management
12.6.1	Technical Vulnerability Management: Information on technical vulnerabilities of information systems in use should be obtained in a timely manner, the organization's exposure to such vulnerabilities should be assessed, and appropriate measures should be taken to address the associated risk.
12.6.2	Software Installation Restrictions: Rules for user installation of software should be established and implemented.

The above measures are a selection of measures from the BIG (level BBN-2)/ISO27001 that are applicable to self-employed entrepreneurs.

- The Excel file may not be sent to the expert/business export coach by regular email by the local expert. The RVO application (EZ&K NetFTP) must be used. The CBI project manager will provide information regarding the use of this application for safely sending files with personal information.

After the expert responsible for business coaching has received the Excel file, it is placed in Sage/HBAT. This expert gets an account in Sage/HBAT.

Schedule 3: Arrangements on Breaches involving Personal Data

Background

The data breach reporting obligation has been in force since 1 January 2016. This reporting obligation requires organizations (both businesses and government agencies) to report any serious data breach to the Dutch Data Protection Authority (Autoriteit Persoonsgegevens) without delay. Under specific circumstances, they are obliged to report the data breach to the Data Subjects (the individuals whose Personal Data are involved in the breach) as well.

As the Contractor will be processing Personal Data within the framework of performing the agreement, the Contractor is obliged to report a breach involving personal data to the Contracting Authority as soon as it is discovered, without unreasonable delay (Article 33(2) of the GDPR).

Cooperation

The Data Breach Response Team (DRT) coordinates the handling of the data breach for the Ministry of Economic Affairs and Climate Policy as well as the reporting thereof to the Dutch Data Protection Authority and – where necessary – the Data Subjects. The Contractor must cooperate fully by providing the DRT with all the requested information.

Among other things, the Contracting Authority will request the following information:

- details of its organisation (name of organisation, address, postal code, place of business, professional register or trade register registration);
- details of the person reporting the breach (name, position, email address, telephone number(s));
- details of the data breach (short summary of the incident in which there was a Breach of the security of Personal Data, the minimum and maximum number of Data Subjects to whom the Breach of the Personal Data pertains, a description of the group of Data Subjects to whom the Breach pertains, the moment that the Breach took place (exact date or period), the moment the breach was discovered);
- information on the nature of the Breach (reading, copying, alteration, deletion, destruction, theft);
- type of Personal Data (address details, telephone numbers, email addresses or other addresses for electronic communication, access or identification details, financial details, citizen service number, passport or copies of other identity documents, gender, data of birth and/or age, special personal data such as ethnicity, political views, ideological beliefs, trade union membership, genetic details, biometric identification, health, sexual life and criminal details);
- technical and organisational measures which have been taken to deal with the data breach and prevent further Breaches;
- technical security measures (whether the Personal Data were partially or fully encrypted, hashed or otherwise rendered incomprehensible or inaccessible to unauthorised persons at the time of the data breach and how the Personal Data were rendered incomprehensible or inaccessible).

Even if not all of the above information is available yet, the Contracting Authority's contact person for data breaches must be contacted without delay.

Examples of data breaches:

- loss or theft of a laptop, smartphone, flash drive, and so on, also if it concerns encrypted data;
- accidental publication of Personal Data.
- sending an email with names in the CC rather than in the BCC if the addressees have nothing to do with each other, or sending an email to the wrong address;
- being the victim of a phishing email or hack;
- illegal transfer of usernames/login codes or having access to files which you are not (or no longer) authorised to access;
- destruction of a data base containing Personal Data as a result of human error, without the presence of a back-up.

To be completed by the Contractor:

Contact details for data breaches:

E:

T:

Availability:

To be completed by the Contracting Authority:

Contact details for data breaches

E: rvoinformatiebeveiliging@rvo.nl

Availability: Monday to Friday from 07:30 to 18:30 CET