

Annex 13

Data Processing Agreement ARVODI-2025

Contract number: TN 566654

The undersigned:

1. The State of the Netherlands, with its seat in The Hague, represented by Minister/Staatssecretaris van Infrastructuur en Waterstaat, on behalf of this, Director General Aviation and Maritime Affairs, Mrs. P.G. Lugtenburg, hereinafter referred to as: Client,

hierbij vertegenwoordigd door de
hierna te noemen: Opdrachtgever

and

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

CONSIDERING THAT:

- insofar as the Contractor Processes Personal Data on behalf of the Client within the framework of the Agreement, the Client qualifies as the Controller for the Processing of Personal Data and the Contractor as the Processor;
- The parties to this Data Processing Agreement, as referred to in Article 28, paragraph 3, of the Regulation, wish to record their agreements regarding the Processing of Personal Data by the Contractor.

AGREE:

Article 1. Terms

In this Data Processing Agreement, a number of terms are capitalised. These terms have the meaning given to them in ARVODI-2025 or the Regulation, on the understanding that a number of terms are specific to the Data Processing Agreement. Accordingly and in addition, the following terms, whether used in the plural or singular, or as verbs or nouns, shall have the following meanings in this Data Processing Agreement:

1.1 ARVODI-2025: General Government Terms and Conditions for the Performance of Services 2025.

1.2 Data Subjects: the person to whom Personal Data relates.

1.3 EEA: European Economic Area, comprising all EU countries plus Liechtenstein, Norway and Iceland.

1.4 Breach relating to personal data: a breach of security that accidentally or unlawfully

leads to the destruction, loss, alteration or unauthorised disclosure of or unauthorised access to transmitted, stored or otherwise processed data.

- 1.5 Recipient: a natural person or legal entity, a government agency, a service or other body, whether or not a third party, to whom/which the Personal Data is provided. However, public authorities that may receive Personal Data in the context of a specific investigation in accordance with Union or Member State law are not considered Recipients; the Processing of such data by those public authorities is in accordance with the data protection rules applicable to the relevant processing purpose.
- 1.6 Agreement: the agreement between the Client and the Contractor [title] dated [date], with reference number [reference number].
- 1.7 Personal data: all data relating to an identified or identifiable natural person, which the Contractor processes on behalf of the Client within the framework of the Agreement.
- 1.8 Supervisory authority: an independent public authority established by a Member State pursuant to Article 51 of the Regulation.
- 1.9 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).
- 1.10 Processor: a natural or legal person, public authority, agency or other body which processes Personal Data on behalf of the Data Controller.
- 1.11 Data Processing Agreement: this agreement, including recitals and accompanying annexes.
- 1.12 Processing: any processing or set of processing operations in the context of the Agreement with regard 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 alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, aligning or combining, blocking, erasing or destroying data.
- 1.13 Data controller: a natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the objectives and means of the processing of personal data; where the purposes and means of such Processing are determined by Union or Member State law, the controller or the criteria for its nomination may be determined by Union or Member State law.

Article 2. Subject matter of this Data Processing Agreement

- 2.1 This Data Processing Agreement governs the Processing by the Contractor within the framework of the Agreement and is inextricably linked to the Agreement.
- 2.2 The nature and objective of the Processing, the type of Personal Data and the categories of Personal Data, Data Subjects and Recipients are described in Annex 1.
- 2.3 The Contractor guarantees the application of appropriate technical and organisational measures to ensure that the Processing complies with the requirements of the Regulation and that the protection of the rights of the Data Subject is guaranteed.
- 2.4 The Contractor guarantees that it will comply with the requirements of the applicable laws and regulations concerning the Processing.

Article 3. Commencement and duration

- 3.1 This Data Processing Agreement shall commence upon its signing by the Parties.
- 3.2 This Processing Agreement shall terminate after the Contractor has deleted, returned and removed all Personal Data in accordance with Article 10 of this Processing Agreement.
- 3.3 This Data Processing Agreement cannot be terminated prematurely.

Article 4. Scope of processing authority of the Contractor

- 4.1 The Contractor shall process the Personal Data exclusively on behalf of and on the basis of written instructions from the Client, unless a legal requirement applicable to the Contractor obliges it to process the Personal Data. In that case, the Contractor shall notify the Client of that legal requirement prior to the Processing, unless that legal requirement prohibits such notification for compelling reasons of public interest.
- 4.2 The Contractor has no control over the objective of and the means for the Processing as referred to in the Regulation.

Article 5. Security of Processing

- 5.1 Without prejudice to Article 2.3 of this Data Processing Agreement, the Contractor shall implement the technical and organisational security measures as described in Annex 2.
- 5.2 The parties acknowledge that ensuring an appropriate level of security may require additional security measures to be taken on an ongoing basis. The contractor guarantees a level of security commensurate with the risk.
- 5.3 Insofar as the Client expressly requests this 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 EEA, unless it has obtained explicit written consent from the Client, subject to further conditions if necessary, and except in the case of deviating legal obligations.
- 5.5 The Contractor shall inform the Client without undue delay as soon as it becomes aware of any unlawful Processing of Personal Data or any failure (in compliance with) technical and organisational security measures as referred to in the first and second paragraphs.
- 5.6 The Contractor shall assist the Client in complying with the obligations under Articles 32 to 36 of the Regulation.

Article 6. Confidentiality by the Contractor's Personnel

- 6.1 The Personal Data is confidential in nature as referred to in Article 11.1 of the ARVODI-2025.
- 6.2 The Contractor guarantees that its Personnel have undertaken to observe confidentiality as referred to in Article 11.2 of the ARVODI-2025.

Article 7. Sub-processor

If the Contractor, with due observance of the provisions of Article 6 of ARVODI-2025, engages another Processor to perform processing activities on behalf of the Client, this other Processor shall be subject to the same data protection obligations in an agreement as those included in this Data Processing Agreement.

Article 8. Assistance due to the rights of the Data Subject

- 8.1 To the extent possible, and taking into account the nature of the Processing, the Contractor shall, by means of appropriate technical and organisational measures, assist the Client in fulfilling its obligation to respond to requests to exercise the Data Subject's rights as set out in Chapter III of the Regulation.
- 8.2 The parties shall each bear the costs incurred by them in connection with the first paragraph.
- 8.3 The Contractor shall forward any request from a Data Subject to the Client promptly.

Article 9. Breach in relation to Personal Data

- 9.1 The Contractor shall inform the Client without undue delay, as soon as it becomes aware of a Breach in relation to Personal Data, in accordance with the agreements set out in Annex 3.
- 9.2 The Contractor shall also inform the Client of any developments concerning the Breach in relation to Personal Data after a notification pursuant to the first paragraph.
- 9.3 The parties shall each bear the costs they incur in relation to the Breach in connection with Personal Data.

Article 10. Returning or deleting personal data

- 10.1 Upon termination of the Agreement, or earlier if agreed, the Contractor shall ensure that, at the Client's discretion, it deletes or returns all Personal Data to the Client and removes any existing copies, unless storage of the Personal Data is required by law.
<OPTIONAL> In the event of erasure and/or removal of copies by the Contractor, it shall inform the Client as soon as it has done so.
- 10.2 Parties may agree on retention periods for individual or categories of Personal Data. After the agreed retention period has expired, the Contractor shall ensure that copies of the relevant Personal Data are deleted or returned and removed, unless storage of this Personal Data is required by law.
- 10.3 <OPTIONAL> The Contractor shall [delete or return] the Personal Data within [number] [days/weeks] after the expiry of the Agreement, or earlier if agreed, failing which the Contractor shall be liable to pay a penalty of €[...] per day, up to a maximum of €[...]. Payment of the fine shall not affect the obligations under Article 10 and the Contractor's obligation to compensate for the damage resulting from the breach.
- 10.4 <OPTIONAL> Personal data will be returned in the form and manner specified by the Client.

OR
- 10.4 <OPTIONAL> The Personal Data will be returned as follows: [file format] [method of return, including details of security measures] [address].

Article 11. Information obligation and audit

- 11.1 The Contractor shall provide all information necessary to demonstrate that the obligations under this Data Processing Agreement have been and are being fulfilled.
- 11.2 The Client may conduct or have conducted an audit of the processing activities covered by this Data Processing Agreement if specific circumstances give cause to do so. The Contractor shall cooperate fully with audits, including audits of the Contractor's personnel, unless this cannot reasonably be expected of it.
- 11.3 The Contractor shall immediately notify the Client if, in its opinion, an instruction from the Client within the framework of Article 11, first and/or second paragraph, of this Data Processing Agreement constitutes a breach of a legal provision regarding data protection.

- 11.4 The parties shall bear their own costs incurred in connection with the provision of information and audits referred to in this article, including the costs of third parties engaged by them.
- 11.5 The Client shall at all times be authorised to propose further measures based on the information obtained pursuant to this article. The Contractor is obliged to implement these measures in a reasonable manner.

The Hague, [date]

[City/town], [date]

THE MINISTER OF/FOR
/ STATE SECRETARY OF
[portfolio name]

[Contractor's name]

on behalf of the
undersigned,
[signatory]

[signatory name]

[signatory name]

Annex 1. The Processing of Personal Data

This annex must specify at least the following:

Overview of Processing Operations

The subject matter, nature and objective of the Processing	
The type of Personal Data	
Description of categories of Personal Data	
Description of categories of Data Subjects	
Description of categories of Recipients of Personal Data	
Location of Personal Data Processing	
.....	

<OPTIONAL if applicable>

Sub-processor(s)

Name and contact details of sub-processor	
Trade register number of sub-processor	
The subject matter, nature and objective of the Processing	
The type of Personal Data	
Description of categories of Personal Data	
Description of categories of Data Subjects	
Description of categories of Recipients of Personal Data	
Location of Personal Data Processing	
.....	

Annex 2. Appropriate technical and organisational measures

This annex must specify the standards and measures that the Contractor must apply and implement in the context of the security of the Processing. For this purpose, reference may be made to documents setting out standards and measures, such as, where applicable, the programme of requirements or the request for quotation.

Annex 3: Agreements concerning Breaches relating to Personal Data (including data breaches)

This annex must specify the agreements on how the Contractor will inform the Client about Breaches in relation to Personal Data.

Client Procedure

[To be completed by the Client]

Information that the Contractor must provide at a minimum

Date and time of the discovery of the (suspected) Breach in relation to Personal Data
Nature of the Breach in relation to Personal Data
The type, categories and number of Personal Data and Data Subjects
Likely consequences of the Personal Data Breach
Measures proposed or taken by the Contractor to address the Personal Data Breach, including, where applicable, measures to mitigate any adverse consequences thereof