

CONTRACT FOR THE PROCESSING OF PERSONAL DATA NO. _____

On the day, month and year specified below, the company DataCamp Limited, with registered office at 9 Coldbath Square, EC1R 5HL, London, United Kingdom, company number 07489096

Represented by:	
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(‘Provider’)

And

Company name:	
Registered office:	
Company ID:	
Email address:	
Registered in:	
Represented by:	

(‘User’)

Concluded this **CONTRACT FOR THE PROCESSING OF PERSONAL DATA** pursuant to Article 28(3) and 28(4) of 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) (‘**Regulation**’).

The parties are in contractual relationships on the basis of the contract _____ dated _____ (collectively ‘**Relevant Contractual Relationships**’). Given that, on the basis of Relevant Contractual Relationships, the Provider may be processing personal data, the User hereby authorises the Provider in accordance with the Regulation to process personal data under the conditions specified below.

Clause A. Information on personal data and its processing

Status of User when processing personal data	User has designated a data protection officer	Period of processing of personal data by the Provider	Nature of processing of personal data
Controller	Yes/No	For as long as this Contract (clause B of this Contract) is effective.	By processes of arranging, saving, adjusting, restriction or deletion.

Purpose of processing of personal data by the User	Type of personal data processed by the Provider	Category of data subject
Performance of contracts between the User and data subjects (customers of the User).	IP address, User-agent, Cookies, Referrer data, geolocation	Customers of the User

Clause B. Duration of contract

This Contract becomes valid on conclusion and becomes effective on the day of the conclusion of Relevant Contractual Relationships. This Contract is concluded for as long as Relevant Contractual Relationships are effective. If Relevant Contractual Relationships cease to be effective (for any reason), this Contract shall be discharged.

Clause C. Other provisions

Other rights and obligations of the parties arising from this Contract are specified in Schedule no. 1, which forms an inseparable part of this Contract.

This Contract is executed in two (2) counterparts. Each contractual party shall receive one (1) counterpart. The parties to this Contract have read its content, they declare that they understand it and as proof thereof they attach their signatures.

Signatures of parties:

In _____ on _____

In _____ on _____

Provider
DataCamp Limited
_____, _____

User

_____, _____

SCHEDULE NO. 1 – OTHER RIGHTS AND OBLIGATIONS OF THE PARTIES

1. The Provider shall process personal data solely on the basis of the User’s verified instructions, including instructions with regard to the transfer of personal data to a third country or to an international organisation, unless the Provider is already required to carry out such processing on the basis of Union law or the law of the member state that the Provider is subject to. In such a case, the Provider shall inform the User of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest. The User’s instructions may be contained in this Contract or form part of Relevant Contractual Relationships. Personal data will be processed by the Provider exclusively within the EU, unless otherwise instructed by the User in writing.
2. Unless expressly agreed otherwise with the Provider, the Provider shall not have access to information contained in a special category of personal data within the meaning of Article 9 of the Regulation, i.e. personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, genetic or biometric data, data concerning health or data concerning a natural person’s sex life or sexual orientation.
3. Personal data shall be processed automatically for as long as Relevant Contractual Relationships are effective. After sixty days after this Contract has been discharged, the Provider shall delete all personal data in their possession (this is the User’s instruction), unless generally binding legislation requires that the respective personal data is archived further.
4. To the extent laid down by generally binding legislation, the Provider undertakes to implement measures preventing unauthorised or accidental access to personal data, its change, destruction or loss, unauthorised transmission, other unauthorised processing or other misuse of personal data. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, the Provider shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the relevant risk. The User acknowledges and agrees that the security of computer programs potentially located on the Provider’s devices is considerably dependent on the selection of the computer program(s) by the User, including the up-to-dateness of such computer program(s). The Provider may not be the author of such computer program(s) and their development is secured by third parties. The User acknowledges and agrees that it shall be fully liable for any security risks resulting from the User not implementing technical measures recommended to them by the Provider for the purpose of securing personal data whilst this Contract is effective.
5. At the time of conclusion of this contract, the Provider does not expect to include other processors in the processing of personal data. The Provider shall not include any other processors in the processing of personal data without prior specific or general written consent of the User. The Provider shall inform the User of all intended changes relating to the hiring of other processors or their replacement and shall

thus provide the User with an opportunity to raise objections against such changes. If the Provider hires another processor of personal data in order to carry out some activities of data processing in the name of the User, such further processor must be obligated on the basis of a contract to comply with the same data protection obligations as those specified in this Contract, in particular the provision of sufficient guarantees with regard to the implementation of suitable technical and organisational measures so that the processing of personal data complies with the requirements of the Regulation.

6. The Provider shall take into account the nature of processing of personal data. The Provider shall assist the User by way of appropriate technical and organisational measures if possible to comply with the User's obligations to respond to requests to exercise the rights of data subjects specified in Section III of the Regulation, at the User's expense. The Provider shall pass on to the User without undue delay any requests to exercise the rights of data subjects made to the Provider.
7. The Provider undertakes to treat the processing of personal data confidential. The Provider undertakes to ensure compliance with the confidentiality obligation regarding the processing of personal data on the part of their employees and other persons working with personal data.
8. The Provider shall assist the User to ensure compliance with duties laid down by Articles 32 to 36 of the Regulation, i.e. when taking into account the nature of processing of personal data and information available to the Provider, at the User's expense.
9. The Provider undertakes to provide to the User at the User's expense all information necessary in order to show that obligations specified in this Contract have been complied with and shall facilitate personal data audits at the User's expense, including inspections carried out by the User or another auditor authorised by the User, and that it shall contribute to such audits including notifying the User that, in the Provider's opinion, the User's instruction breaches generally binding obligations in the field of personal data protection. Notwithstanding the above, the contractual parties have agreed that the Provider may not provide and shall not provide the User with such access to the Provider's server(s) which would lower the level of security of the Provider's other contractual partners' data or which would lower the level of security of personal data or other data secured by the Provider including cases which would lead to the Provider's server(s) being compromised. A separate agreement of the parties shall specify the amount of the Provider's remuneration for the provision of cooperation in accordance with this clause.
10. The User shall process personal data in accordance with regulation in the field of personal data protection, including ensuring an appropriate legal basis for the processing of personal data. In the event that the operator incurs loss in connection with the User's unlawful conduct in the field of personal data protection (including public law sanctions or expenses and the Provider's expenses in connection with such unlawful conduct), the User shall compensate the Provider for such loss no later than within thirty (30) days of the loss being incurred.
11. In the event that the User incurs loss in connection with the Provider's liability arising from this Contract, unless the Provider has caused the loss intentionally or by gross negligence, the contractual parties have agreed, taking account of the terms of this Contract, to limit compensation for this potential loss incurred by the User (including loss arising in consequence of administrative penalties) so that the total compensation for loss shall not exceed the amount in reality paid by the User to the Provider on the basis of Relevant Contractual Relationships for the three months preceding such loss being incurred. The contractual parties state, taking account of all circumstances of the conclusion of this Contract, that the total foreseeable loss (including loss arising in consequence of administrative penalties) which may be incurred by the User as a result of a breach of this Contract by the Provider shall not exceed the amount in reality paid by the User to the Provider on the basis of Relevant Contractual Relationships for the three months preceding such loss being incurred.
12. This Contract, as well as the rights and obligations arising from this Contract or in connection with it, shall be governed by Czech law. The parties agree to the jurisdiction and competence of the courts of the Czech Republic
13. This Contract may be amended by way of a written agreement of the contractual parties; amendment in a form which is less strict shall be excluded.