

Personal data processing agreement

("the Agreement")

concluded in Leuven

between:

EIT FOOD IVZW (hereinafter EIT Food), an international non for-profit association under Belgium law with registered address at Ubicenter A, Philipssite 5 (bus 34), 3001 Heverlee with enterprise number 0672.423.992 herein represented by [...] acting as [...] and [...] acting as [...]

hereinafter referred to as the **Controller**,

and

Business entity: XXXXXXXXX conducting business activity under the name: XXXXXXXX,
registration number, name of the register: XXXXXXXX

having its registered seat at: XXXXXXXX

VAT number: XXXXXXXX

/

Natural person: XXXXXXXX having permanent address in XXXXXXXX, holding ID card
no. XXXXXXXX, issued by XXXXXXXX, valid until XXXXXXXX

hereinafter referred to as **Processor**,

collectively referred to as the "Parties", reading as follows:

Paragraph 1

Entrusting personal data processing

1. In connection with the implementation of the Extended Services Agreement ("Subcontract agreement") the Controller entrusts to the Processor the task of personal data processing pursuant to Article 28 sec.3 of the GDPR (EU) of the European Parliament and of the Council 2016/679 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 GDPR, further referred to as "GDPR").

2. Data to be processed contain information about the beneficiaries of the projects financed by EIT (Food) – participants of events organised in line with the Subcontract agreement (name, surname and contact details) ("Personal Data").
3. The Controller is the controller of Personal Data within the meaning of art. 4 sec. 7 of the GDPR in the scope entrusted to the Processor for the processing of Personal Data.
4. The Processor is a processor within the meaning of art. 4 sec. 8 of the GDPR in the scope of Personal Data entrusted to him for processing by the Controller.
5. The Controller entrusts the Processor with Personal Data processing within the scope specified in Paragraph 2.
6. The provisions of the Agreement do not apply to the processing by the Processor of personal data that it processes on its own, in accordance with applicable regulations, as the personal data controller, regardless of the Agreement, also in a situation where the personal data processed by the Processor as the controller overlap, in whole or in part, with personal data entrusted to the Processor under the Agreement.
7. The Processor declares that:
 - 1) has expertise in the field of personal data protection;
 - 2) is credible, and in particular there are no legal grounds to initiate proceedings against it under the restructuring law or bankruptcy law;
 - 3) has the resources to implement Personal Data security measures in accordance with the provisions of the GDPR;
 - 4) he is familiar with the provisions of the GDPR and will comply with them when processing Personal Data;
 - 5) has implemented in its organization the technical and organizational measures indicated in the Appendix to the Agreement.

Paragraph 2

The scope and purpose of data processing

1. The Processor shall process the following categories of personal data/personal data sets on the basis of this Agreement:
 - 1) Personal information (name and surname),
 - 2) Contact details (address, e-mail, phone number).
2. The Personal Data processing shall be conducted by the Processor only for the purpose of implementation of the Subcontract agreement, in a manner consistent with this Agreement, both in IT systems and in paper form, within the following categories of processing activities: collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available (including to the Controller), alignment or combination, restriction, erasure or destruction.

3. The Processor does not decide on the purposes and methods of Personal Data processing. In a situation where the Processor violates the GDPR when determining the purposes and means of processing, it is considered to be a controller in relation to this processing.

Paragraph 3

Method of implementation of the Agreement in terms of Personal Data processing

1. The Parties undertake to perform obligations under this Agreement with utmost diligence in order to secure legal, organisational and technical interests of the Parties in terms of processing of Personal Data.
2. The Processor and any person acting under its authority processes Personal Data only on documented instructions from the Collector, unless required by the law. A documented instruction is the Subcontract Agreement, including any instruction ordered by the Collector to be performed by the Processor under the Subcontract Agreement in the form of a written or electronic instruction delivered to the Processor by the Collector ("Instruction").
3. If the Instruction is in any way incomprehensible to the Processor or the Processor has doubts as to the scope of the Instruction or its legality, he is obliged to report the doubts to the Collector immediately, but not later than within one day.
4. Taking into account the state of the art, the cost of implementation and the nature, scope, context and purposes of processing as well as the risk of violating the rights or freedoms of natural persons with varying probability of occurrence and severity of the threat, the Processor is obliged to implement appropriate technical and organizational measures to ensure a level of security corresponding to this risk, including in particular:
 - 1) the ability to ensure the confidentiality, integrity, availability and resilience of processing systems and services at all times;
 - 2) the ability to quickly restore the availability and access to Personal Data in the event of a physical or technical incident;
 - 3) regularly testing, measuring and evaluating the effectiveness of technical and organizational measures to ensure the security of processing.
5. The Processor can demonstrate compliance with the obligations set out in point 4 above, in particular by applying the approved code of conduct referred to in art. 40 of the GDPR or an approved certification mechanism referred to in art. 42 of the GDPR.
6. Only persons trained and knowledgeable in the field of personal data protection regulations and liability for non-compliance may be allowed to process Personal Data, at the same time the Processor undertakes that persons allowed to process Personal Data will have the authorization referred to in art. 29 of the GDPR, preceded by submitting a statement on the confidentiality of all information obtained in connection with the processing of Personal Data, including the methods of their protection. The Processor

undertakes to keep records of persons employed by him in the processing of Personal Data.

7. The Controller has the right to control the performance of the above obligations, including the right to inspect statements, records, authorizations to the extent that they concern persons who participate in the processing of Personal Data.
8. Taking into account the nature of the processing of personal data, as far as possible, the Processor helps the Controller through appropriate technical and organizational measures to fulfil the obligation to respond to the requests of the data subject in the exercise of his rights set out in Chapter III of the GDPR. In connection with the above, the Processor is obliged to cooperate with the Controller in responding to the requests of the data subject related to the rights of that person, specified in the GDPR.
9. The Processor is obliged to keep a register of all categories of personal data processing activities in accordance with the requirements of art. 30 sec. 2 of the GDPR. The Controller has the right to control the fulfilment of the above obligation, including the right to inspect the register of processing activities carried out on behalf of the Controller.

Paragraph 4

Right to carry out check

1. The Controller, according to art. 28 sec. 3 item h) of the GDPR has the right to check whether the measures applied by the Processor while processing and securing Personal Data comply with the provisions of the Agreement.
2. The Controller shall exercise the right to carry out check during working hours of the Processor and minimum 7 days in advance the Controller informs about a check.
3. The Processor undertakes to remedy the breaches observed during check within the time limit indicated by the Controller, not longer than 7 days.

Paragraph 5

Obligations of the Processor

1. The Processor is obliged to keep confidential all information obtained during Personal Data processing and after its completion.
2. The Processor shall be liable for making available or use of Personal Data not in conformity with the Agreement, in particular for making available Personal Data to unauthorised persons.
3. The Processor undertakes to immediately inform the Controller about every proceedings, in particular administrative or legal proceedings, concerning processing by the Processor Personal Data, about every administrative decision or ruling the Processor is subject of, concerning processing of these data, as well as about all planned (if the Processor is aware

of such situation) or carried out checks and inspections concerning processing by the Processor of Personal Data.

4. The Processor undertakes to process Personal Data pursuant to this Agreement, the GDPR and to other provisions of generally applicable law, which protect rights of persons the data relate to.
5. The Processor, taking into account the nature of processing, where possible, supports the Controller by appropriate technical and organisational measures in meeting the obligation of responding to the requests of the person the data relate to, within the scope of exercising of the person's rights.
6. The Processor, taking into consideration the nature of processing and information available to it, supports the Controller in meeting the obligations specified in Articles 32-36 of the GDPR.
7. The Processor shall be obliged to promptly notify the Controller, but not later than within 12 hours, about:
 - 1) each legally justified request of making personal data available to the competent state authority, unless the prohibition of notice results from the provisions of criminal procedural rules when the prohibition is intended to ensure confidentiality of initiated investigation;
 - 2) each personal data breach; the notification must contain at least the information specified in art. 33 sec. 3 of the GDPR;
 - 3) each request received from the person, whose data it processes, at the same time refraining from answering the request.
8. The Processor undertakes to promptly and adequately answer each question of the Controller concerning processing of Personal Data.
9. The Processor shall make available to the Controller all information necessary for the purposes of demonstration of meeting obligations specified in this Agreement.

Paragraph 6

Entrusting Personal Data for the purposes of sub processing

1. The Processor shall not use services of another processor without prior written consent of the Controller. The Controller hereby consents to further entrusting of Personal Data processing by the Processor to entities listed in the Appendix to the Agreement.
2. Transfer of entrusted processing of personal data specified in the Agreement to a third country may occur only upon a written request of the Controller, unless such obligation is imposed on the Processor by the law of the EU or the member state's law that applies to the Processor. In such a case, prior to the start of processing, the Processor shall inform the Controller about this legal obligation, unless this law prohibits transferring such information due to an important public interest.
3. Another processor should meet the same guarantees and obligations that were imposed on the Processor by this Agreement.

4. The Processor shall bear full responsibility to the Controller for failure to meet the obligations in terms of data protection imposed on another processor.

Paragraph 7

Term of Personal Data Processing Agreement, termination of Agreement

1. This Agreement shall be concluded for a definite period, it shall be applied from the date of its conclusion to the date of elapsing of the 5 years time limit running from the day following the payment of balance of the project covering Subcontract agreement.
2. After expiry of the term of Agreement, specified in section 1, the Processor undertakes to promptly, but not later than within 5 calendar days, return or remove all personal data, the processing of which was entrusted to the Processor, including to effectively remove them from electronic media that the Processor holds.

Paragraph 8

Final provisions

1. The Agreement enters into force on the day of its signing.
2. Any amendments of the Agreement shall be deemed invalid unless made in writing.
3. The Agreement supersedes any other agreements between the Parties regarding the processing and protection of Personal Data.
4. To all matters not regulated by the Agreement the provisions of the Polish Civil Code and of the GDPR.
5. In the case when this Agreement refers to provisions of law, the provisions of law shall mean also other provisions concerning personal data protection, as well as all amendments that will come into effect after the date of concluding of the Agreement, as well as legal acts that shall replace the indicated provisions.
6. The disputes arising in connection with the Agreement shall be settled by the Court having jurisdiction over registered office of the Controller.
7. The Agreement has been drawn up in two identical copies, one for each of the Parties.

Controller

Processor