



NLdigital

Version: <version/date>

Data Processing Agreement

<company name>

Comprised of:

Part 1. Data Pro Statement

Part 2. Standard clauses for data processing

NLdigital version march 2025

This Data Processing Agreement and the standard clauses were originally drafted in Dutch. The English version is for convenience only. In case of conflict between the Dutch and the English version, the Dutch version prevails.

Part 1: Data Pro Statement

Along with the Standard Clauses for Data Processing, this Data Pro Statement constitutes the data processing agreement for the product or service provided by the company that has drawn up this Data Pro Statement.

General information

1. **This Data Pro Statement was drawn up by the following data processor (verwerker):**

[Insert data processor's full official company name here, as well as the address of their registered offices]

If you have any queries about this Data Pro Statement or data protection in general, please contact:

[Insert the contact details of the contact person charged with privacy-related matters (including his/her e-mail address and telephone number)]

2. **This Data Pro Statement shall enter into force on** *[Insert the document's effective date here]* *[Add the version management number if necessary]*

We regularly revise the security measures described in this Data Pro Statement to ensure that we are always fully prepared and up to date with regard to data protection. If this document is updated, we shall notify you of the revised versions through our regular channels. *[Or insert how an updated Data Pro Statement shall be communicated to customers].*

3. **This Data Pro Statement applies to the following products and services provided by data processor**

[Insert the name of the product or service subject to this Data Pro Statement. If you offer multiple products/services, you may include them in one Data Pro Statement if desired. Please note that the numbering of the Data Pro Statement (1 through 17) should remain unchanged. It is also possible to draft a separate Data Pro Statement for each product or service]

4. **Description of product(s)/service(s)**

[Insert a general (functional) description of the product or service which shows what it can be used for and in which market it is allowed to be used; where applicable, refer to the location or document where this is described in more detail. This may also be the main agreement itself.]

5. **Intended use**

Product/service is designed and built to process the following types of data:

[Describe the intended use, or what type(s) of personal data shall be processed using the product or service, or refer to a location or document in which this is described in more detail. This may also be the main agreement itself.]

[In addition, choose one of the bullets below:]

- The processing of special categories of personal data or data regarding criminal convictions and offences or personal numbers issued by the government was/was not *[delete as appropriate]* taken into account for this product/service.
- Only for *[product/module xx]* it was taken into account that special categories of personal data or data regarding criminal convictions and offences or personal numbers issued by the government would be processed. All other products and services were not designed to process special categories of personal data or data regarding criminal convictions and offences or personal numbers issued by the government.

Client needs to determine whether or not to use the aforementioned product or service to process such data.

6. Privacy by design/privacy by default

[Describe here whether the responsibility for privacy by design/privacy by default lies with client or in what way privacy by design/privacy by default has already been implemented in your product(s) or service(s)]

7. [Choice:] Data processor uses the Data Processing Standard Clauses for data processing, which are attached to the Agreement as an addendum.

Or

Data Processor does NOT use the Standard Clauses for Data Processing, but instead uses *[Insert title of the data processing agreement in use]* which is attached to the Agreement as an addendum/is integrated into the Agreement.

8. [Choice:] Data processor shall process the personal data provided by their clients within the EU/EEA.

Or

Data Processor processes personal data (partially) outside the EU/EEA. Data processor has ensured in the following way that the personal data shall be protected to an appropriate standard:

- This country/area/industry/international organisation is subject to an adequacy decision by the European Commission;
- Data processor has Binding Corporate Rules (BCR's) *[Insert link/reference to binding corporate rules]*;
- Data processor has concluded Standard Contractual Clauses (SCC's) with the party in the third country *[Insert link/reference to standard contractual clauses]*;
- The data processor in the third country complies with the principles of the following approved code of conduct: *[Insert link to the relevant code of conduct/information]*
- The data processor in the third country complies with the principles of the following approved data protection certification mechanism: *[Insert link to the relevant certification mechanism]*

9. Data processor uses the following sub-processors:

[Insert a list of sub-processors, or a link to such a list. Please indicate for each sub-processor whether they processes data within or outside the EU/EEA, and what arrangements have been made to ensure that the data are properly protected. At least one of the options mentioned under nr. 8 must be agreed upon with any sub-processor outside the EU/EER.]

[Where relevant, provide a link to the sub-processor's data processing statement, or privacy information.]

10. Data processor shall support their clients in the following way when they receive requests from data subjects:

[Provide detailed information on how requests for access, rectification and erasure are rendered easier to deal with, and how clients can honour data portability requests]

11. Data processor shall support their clients with Data Protection Impact Assessments (DPIA) in the following manner:

[Describe how support will be provided for a Data Protection Impact Assessment (DPIA). A standard procedure for this can be drawn up if desired. Include at least that, if the client is required to do so, data processor will cooperate with a DPIA upon reasonable request].

12. Once the Agreement with a client has been terminated, data processor shall delete personal data they process on behalf of client **within [three months], in such a manner that the data can no longer be used and shall be rendered inaccessible.**

[If the timeframe exceeds three months, please explain here why such is the case]

[Optional: explain in what way the data shall be deleted]

13. Returning of personal data once the Agreement has been terminated

[Insert whether or not agreements have been made with client about returning personal data after termination of the Agreement. If arrangements have been made about this, explain how personal data will be returned].

Security policy

14. Data processor has implemented the following security measures to protect their product or service:

[Describe the security measures here, or refer to a document that contains (a brief outline of) the security measures. The security policy must include the following subjects (apply a comply or explain approach):

- Personal data shall/shall not be pseudonomised. Explain how.
- Personal data shall/shall not be stored encrypted.
- How is the confidentiality, integrity, availability and resilience of the product or service ensured?
- How is ensured that in the event of an incident, availability of and access to personal data is restored in a timely manner?]



15. Data processor conforms to the principles of the following Information Security Management System (ISMS):

[Delete as appropriate, or supplement]

- ISO 27001
- ISO 27701
- ISO 9001
- ISO 27017
- NEN 7510, NEN 7512, NEN 7513 (healthcare)
- Baseline Informatiebeveiliging Overheid (BIO)
- CYRA Cyber Rating (including a 'Plan, Do, Check, Act-cycle')
- ISMS NLdigital
- Another ISMS, namely: ...

16. Data processor has obtained the following labels and certificates

[Delete as appropriate, or supplement]

- Data Pro Verified
- ISO 27001
- NEN 7510
- ...

[Delete this section if no labels or certificates are obtained]

Data breach protocol

17. In the event something does go wrong, data processor shall follow the following data breach protocol to ensure that clients are notified of incidents:

[Elaborate on the data breach protocol here, focusing at least on what types of incidents shall be reported, how they shall be reported (format), to whom they shall be reported, and what subjects shall be included in the report. If applicable, reference the location/document where the data breach protocol is more fully described].



Part 2: Standard Clauses for Data Processing

Version: March 2025

Along with the Data Pro Statement, these standard clauses constitute the data processing agreement. They also constitute an annex to the Agreement and to the appendices to this Agreement, e.g. any general terms and conditions which may apply.

Article 1. Definitions

The following terms have the following meanings ascribed to them in the present Standard Clauses for Data Processing, in the Data Pro Statement and in the Agreement:

- 1.1 **Dutch Data Protection Authority (AP):** the supervisory authority defined in Section 4.21 of the GDPR.
- 1.2 **GDPR:** the General Data Protection Regulation.
- 1.3 **Data Processor:** the party which, in their capacity as an ICT supplier, processes Personal Data on behalf of their Client as part of the performance of the Agreement.
- 1.4 **Data Pro Statement:** statement issued by Data Processor in which they provide information such as the intended use of their products and/or services, any security measures which have been implemented, sub-processors, data breach, certification and dealing with the rights of Data Subjects.
- 1.5 **Data Subject:** a natural person who can be identified, directly or indirectly.
- 1.6 **Client:** the party on whose behalf Data Processor processes Personal Data. Client can either be the controller (the party who determines the purpose and means of the processing) or another data processor.
- 1.7 **Agreement:** the agreement concluded between Client and Data Processor, based on which the ICT supplier provides services and/or products to Client, the data processing agreement forming part of this agreement.
- 1.8 **Personal Data** any and all information regarding a natural person who has been or can be identified, as defined in Article 4.1 of the GDPR, processed by Data Processor as required under the Agreement.
- 1.9 **Data Processing Agreement:** the present Standard Clauses for Data Processing , which, together with Data Processor's Data Pro Statement (or similar such information), constitute the data processing agreement within the meaning of Article 28.3 of the GDPR.

Article 2. General provisions

- 2.1 The present Standard Clauses for Data Processing apply to all Personal Data processing operations carried out by Data Processor in providing their products and services, as well as to all Agreements and offers. The applicability of Client's data processing agreements is explicitly rejected.
- 2.2 The Data Pro Statement, and particularly the security measures described in it, may be adapted from time to time to changing circumstances by Data Processor. Data Processor shall notify Client in the event of

significant revisions. If Client in all reasonableness cannot agree to the revisions, Client shall be entitled to terminate the data processing agreement in writing, stating their reasons for doing so, within thirty days of having been served notice of the revisions.

- 2.3 Data Processor shall process the Personal Data on behalf of Client, in accordance with the written agreed upon instructions provided by Client by Data Processor.
- 2.4 Client or their customer shall serve as the controller within the meaning of the GDPR, shall have control over the processing of the Personal Data and shall determine the purpose and means of processing the Personal Data.
- 2.5 Data Processor shall serve as the processor within the meaning of the GDPR and shall therefore not determine the purpose and means of processing the Personal Data, and shall not make any decisions on the use of the Personal Data and other such matters.
- 2.6 Data Processor shall implement the GDPR as laid down in the present Standard Clauses for Data Processing, the Data Pro Statement and the Agreement. It is up to Client to assess, on the basis of this information, whether Data Processor is providing sufficient guarantees with regard to the implementation of appropriate technical and organisational measures in order to ensure that the processing operations meet the requirements of the GDPR and that Data Subjects' rights are sufficiently protected.
- 2.7 Client shall guarantee Data Processor that they act in accordance with the GDPR, that they provide a high level of protection for their systems and infrastructure at all time, that the nature, use and/or processing of the Personal Data are not unlawful and that they do not violate any third party's rights.
- 2.8 Administrative fines imposed on Client by the Dutch Data Protection Authority cannot be recovered from Data Processor.

Article 3. Security

- 3.1 Data Processor shall implement the technical and organisational security measures set out in their Data Pro Statement. In implementing the technical and organisational security measures, Data Processor shall take into account the state of the art and the costs of implementation, as well as the nature, scope, context and purposes of the processing and the intended use of their products and services, and the risk in processing the data of varying likelihood and severity inherent to the rights and freedoms of Data Subjects that are to be expected considering the nature of the intended use of Data Processor's products and services.
- 3.2 Unless explicitly stated otherwise in the Data Pro Statement, the products and services provided by Data Processor shall not be equipped to process special categories of personal data or data relating to criminal convictions and offences.
- 3.3 Data Processor seeks to ensure that the security measures they shall implement are appropriate for the manner in which Data Processor intends to use the products and services.

- 3.4 In Client's opinion, said security measures provide a level of security that is tailored to the risk inherent in the processing of the Personal Data used or provided by Client, taking into account the factors referred to in Article 3.1.
- 3.5 Data Processor shall be entitled to adjust the security measures they have implemented if to their discretion such is necessary for a continued provision of an appropriate level of security. Data Processor shall record any significant adjustments they chooses to make, e.g. in a revised Data Pro Statement, and shall notify Client of said adjustments where relevant.
- 3.6 Client may request Data Processor to implement further security measures. Data Processor shall not be obliged to honour such requests to adjust their security measures. If Data Processor makes any adjustments to their security measures at Client's request, Data Processor is entitled to invoice Client for the costs associated with said adjustments. Data Processor shall not be required to actually implement the requested security measures until both Parties have agreed upon them in writing. .

Article 4. Data breaches

- 4.1 Data Processor does not guarantee that their security measures shall be effective under all circumstances. If Data Processor discovers a data breach within the meaning of Article 4 sub 12 of the GDPR, they shall notify Client without undue delay. The "Data Breach Protocol" section of the Data Pro Statement outlines the way in which Data Processor shall notify Client of data breaches.
- 4.2 It is up to the Controller (the Client or their customer) to assess whether the data breach of which Data Processor has notified the Controller must be reported to the Dutch Data Protection Authority or to the Data Subject concerned. The Controller (Client or their customer) shall at all times remain responsible for reporting data breaches which must be reported to the Dutch Data Protection Authority and/or Data Subjects pursuant to Articles 33 and 34 of the GDPR. Data Processor is not obliged to report data breaches to the Dutch Data Protection Authority and/or to the Data Subject.
- 4.3 Where necessary, Data Processor shall provide further information on the data breach and shall assist Client to meet their breach notification requirements within the meaning of Articles 33 and 34 of the GDPR by providing all the necessary information available to Data Processor.
- 4.4 If Data Processor incurs any reasonable costs in doing so, they are entitled invoice Client for these, at the rates applicable at the time.

Article 5. Confidentiality

- 5.1 Data Processor shall ensure that the persons processing Personal Data acting under its authority have committed themselves to confidentiality.
- 5.2 Data Processor shall be entitled to provide third parties with Personal Data if and insofar as such is necessary due to a court order, statutory provision or order issued by a competent government authority.
- 5.3 Any and all access and/or identification codes, certificates, information regarding access and/or password policies provided by Data Processor to Client, and any and all information provided by Data Processor to Client detailing the technical and organisational security measures included in the Data Pro Statement are

confidential and shall be treated as such by Client and shall only be disclosed to authorised employees of Client. Client shall ensure that their employees comply with the requirements described in this article.

Article 6. Term and termination

- 6.1 This data processing agreement constitutes part of the Agreement, and any new or subsequent agreement arising from it and shall enter into force at the time of the conclusion of the Agreement and shall remain effective for an indefinite period.
- 6.2 This data processing agreement shall end by operation of law upon termination of the Agreement or upon termination of any new or subsequent agreement arising from it between parties.
- 6.3 If the data processing agreement is terminated, Data Processor shall delete all Personal Data they currently store and which they have obtained from Client within the timeframe laid down in the Data Pro Statement, in such a way that the Personal Data can no longer be used and shall have been *rendered inaccessible*. Alternatively, if such has been agreed, Data Processor shall return the Personal Data to Client in a machine-readable format.
- 6.4 If Data Processor incurs any costs associated with the provisions of Article 6.3, they shall be entitled to invoice Client for said costs. Further arrangements relating to this subject can be laid down in the Data Pro Statement.
- 6.5 The provisions of Article 6.3 do not apply if Data Processor is prevented from removing or returning the Personal Data in full or in part by a statutory provision. In such instances, Data Processor shall only continue to process the Personal Data insofar as such is necessary by virtue of their statutory obligations. Furthermore, the provisions of Article 6.3 shall not apply if Data Processor is the Controller of the Personal Data within the meaning of the GDPR.

Article 7. The rights of Data Subjects, Data Protection Impact Assessments (DPIA) and auditing rights

- 7.1 Where possible, Data Processor shall cooperate with reasonable requests made by Client relating to Data Subjects who invoke their rights from Client. If Data Processor is directly approached by a Data Subject, they shall refer the Data Subject to Client where possible.
- 7.2 If Client is required to carry out a Data Protection Impact Assessment or a subsequent consultation within the meaning of Articles 35 and 36 of the GDPR, Data Processor shall cooperate with such, following a reasonable request to do so.
- 7.3 Data Processor will lend their cooperation to Client's requests for the deletion of personal data insofar as Client cannot carry this out themselves.
- 7.4 Data Processor shall be able to demonstrate their compliance with their requirements under the data processing agreement by means of a valid Data Processing Certificate or an equivalent certificate or audit report (third-party memorandum) issued by an independent expert.

- 7.5 In addition, at Client's request, Data Processor shall provide all other information that is reasonably required to demonstrate compliance with the arrangements made in this data processing agreement. If, in spite of the foregoing, Client has grounds to believe that the Personal Data are not processed in accordance with the data processing agreement, Client shall be entitled to have an audit performed (at their own expense) not more than once every year by an independent, certified, external expert who has demonstrable experience with the type of data processing operations carried out under the Agreement. The scope of the audit shall be limited to verifying that Data Processor is complying with the arrangements made regarding the processing of the Personal Data as set forth in the present data processing agreement. The expert shall be subject to a duty of confidentiality with regard to his/her findings and shall only notify Client of matters which cause Data Processor to fail to comply with their obligations under the data processing agreement. The expert shall furnish Data Processor with a copy of his/her report. Data Processor shall be entitled to reject an audit or instruction issued by the expert if to their discretion the audit or instruction is inconsistent with the GDPR or any other law, or that it constitutes an unacceptable breach of the security measures they have implemented.
- 7.6 The parties shall consult each other on the findings of the report at their earliest convenience. The parties shall implement the measures for improvement suggested in the report insofar as they can be reasonably expected to do so. Data Processor shall implement the proposed measures for improvement insofar as to their discretion such are appropriate, taking into account the processing risks associated with their product or service, the state of the art, the costs of implementation, the market in which they operate, and the intended use of the product or service.
- 7.7 Data Processor shall be entitled to invoice Client for any costs they incur in implementing the measures referred to in this article.

Article 8. Sub-processors

- 8.1 Data Processor has specified in the Data Pro Statement whether Data Processor uses any third parties (sub-processors) to help them process the Personal Data, and if so, which third parties.
- 8.2 Client hereby authorises Data Processor to hire other sub-processors to meet their obligations under the Agreement.
- 8.3 Data Processor shall notify Client of any changes concerning the addition or replacement of the third parties (sub-processors) hired by Data Processor, e.g. through a revised Data Pro Statement. Client shall be entitled to object to such changes. Data Processor shall ensure that any third parties they hire shall commit to ensuring the same level of Personal Data protection as the security level Data Processor is bound to provide to the Client pursuant to the Data Pro Statement.

Article 9. Other provisions

These Standard Clauses for Data Processing, along with the Data Pro Statement, constitute an integral part of the Agreement. Therefore, any and all rights and obligations arising from the Agreement, including any applicable general terms and conditions and/or limitations of liability, shall also apply to the data processing agreement.