**Data Processing Agreement**

made on \_\_\_\_\_\_\_\_\_\_\_\_ by and between:

(hereinafter the “Agreement”)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (\*details of the contracting party)

hereinafter referred to as the “Processor”,

represented by:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

and

**GS-Hydro Spółka z o.o. with its registered office in Gdynia**, address: ul. Gołębia 11, 81-185 Gdynia, registration No. KRS 0000122172, Tax Identification Number NIP: 5832084139,

hereinafter referred to as the “Data Controller” or “Controller”,

represented by:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Article 1**

**Outsourcing of data processing**

1. The Data Controller hereby engages the Processor, under Article 28 of the General Data Protection Regulation of April 27, 2016 (hereafter the “Regulation”) to process personal data on the terms and for the purposes as set out herein.
2. The Processor agrees to process the outsourced personal data in accordance with this Agreement, the Regulation and other generally applicable laws protecting the rights of data subjects.
3. The Processor attests that it applies safeguards which comply with the requirements under the Regulation.

**Article 2**

**Scope and purpose of data processing**

1. The Processor shall process the following data outsourced to the Processor under this Agreement (\*please specify the type of data) ………………, e.g. standard data and special categories of data concerning …… (\*please specify the category of data subjects), e.g. the Controller’s employees, customers, etc., in the form of ……………….., e.g. names and surnames, residence address, personal identification numbers (PESEL), etc.
2. The personal data outsourced by the Data Controller shall be processed by the Processor exclusively for the purposes of ……………………….. (\*please specify the purpose of data processing by the Processor, e.g. the performance of HR Contract No. ……… of ……).

**Article 3**

**Implementation of agreement in respect of personal data processing**

1. The Processor agrees to safeguard the outsourced personal data during its processing by implementing appropriate technical and organizational measures to ensure an adequate level of security appropriate to the risk associated with the processing of the personal data referred to in Article 32 of the Regulation.
2. The Processor agrees to exercise a reasonable degree of care in the processing of the outsourced personal data.
3. The Processor agrees o grant authorizations for the processing of personal data to all individuals who will be processing the outsourced personal data for the purposes hereof.
4. The Processor agrees to ensure that the individuals authorized by the Processor to process personal data for the purposes of this Agreement maintain confidentiality (referred to in Article 28.3(b) of the Regulation), both during their employment with the Processor and thereafter.
5. At the end of the provision of its processing services, the Processor shall erase/return to the Controller all personal data (please choose whether the Processor is to erase or return the data) and shall remove all existing copies of such data unless the Union law or the law of the relevant Member State require that such personal data be retained.
6. The Processor shall assist, insofar as this is possible and to the extent required, in the fulfilment of the obligation to respond to requests of data subjects and in ensuring compliance with the obligations laid down in Articles 32 to 36 of the Regulation.
7. Having found a personal data breach, the Processor shall, without undue delay, notify the Controller within 12 hours.

**Article 4**

**Right to audit**

1. Pursuant to Article 28.3(h) of the Regulation, the Data Controller may audit whether the measures implemented by the Processor in the processing and protection of the outsourced personal data are compliant with the provisions hereof.
2. The Data Controller shall exercise its right to audit during the working hours of the Processor and upon no less than 7 days’ notice.
3. The Processor agrees to remove deficiencies found during an audit within a time limit set by the Data Controller which shall be no longer than 7 days (\*the Controller may set the time limit at its discretion).
4. The Processor shall make available to the Controller all information necessary to demonstrate compliance with the obligations laid down in Article 28 of the Regulation.

**Article 5**

**Sub-processing**

1. The Processor may engage subcontractors to further process the personal data covered by this Agreement exclusively for the performance of the Agreement, having first sought the written consent of the Data Controller.
2. Transfers of the outsourced personal data to third countries may only be made on written instructions of the Data Controller unless such an obligation is imposed on the Processor by the Union law or by the law of the Member State to which the Processor is subject. In that case, the Processor shall inform the Data Controller of this legal obligation before processing unless the law prohibits such notification for reasons of important public interests.
3. The subcontractor referred to in Article 3.2 hereof must meet the same guarantees and obligations that are imposed on the Processor hereunder.
4. The Processor assumes full liability to the Controller for failure to meet the data protection obligations to which such subcontractor is subject.

**Article 6**

**Liability of Processor**

1. The Processor is liable for access to or use of the personal data contrary to this Agreement and in particular for allowing unauthorized access to the personal data outsourced for processing.
2. The Processor agrees to immediately notify the Data Controller of any proceedings, including but not limited to any administrative or legal proceedings in respect of the processing of the personal data specified in this Agreement by the Processor, or of any administrative decision or judgement concerning the processing of such data against the Processor as well as of any intended, as far as it is known, or pending audits or inspections of the processing of the personal data at the Processor’s premises, specifically those carried out by inspectors authorized by the Inspector General for Personal Data Protection or, following his/her appointment, the President of the Personal Data Protection Office. This clause shall apply exclusively to the personal data outsourced by the Data Controller.

**Article 7**

**Term**

1. This Agreement shall be effective as of the date hereof for an indefinite period.
2. This Agreement may be terminated by either party subject to 1 month’s notice period, effective at the end of a calendar month.

**Article 8**

**Termination**

1. The Data Controller may terminate this Agreement with immediate effect if the Processor:
   1. fails to remove any deficiencies found during an audit by the set date despite being committed to do so;
   2. processes personal data in violation of the Agreement; or
   3. has engaged a third party to process personal data without the Data Controller’s approval.

**Article 9**

**Rules of confidentiality**

1. The Processor agrees to maintain confidentiality of all information, data, materials, documents and personal information received from the Data Controller and its associates and of all data otherwise obtained, whether intentionally or accidentally, in an oral, written or electronic form (“Confidential Data”).
2. The Processor declares that, in view of the confidentiality obligation in respect of the Confidential Data, such data will not be used, disclosed or made available without a written consent of the Data Controller for any purpose other than the performance of this Agreement unless the disclosure requirement arises from the applicable laws or from this Agreement.
3. The parties agree to use their best efforts to ensure that the means of communication used to receive, transmit and store Confidential Data will guarantee the protection of Confidential Data, including but not limited to the personal data outsourced for processing, against access by third parties not authorized to learn its content.

**Article 10**

**Final provisions**

1. This Agreement is made in two counterparts for each Party.
2. The provisions of the Polish Civil Code and the Regulation shall apply to all matters not specifically provided for herein.
3. The court having jurisdiction over the Controller shall be the competent court for all disputes arising from this Agreement.

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| Controller | Processor |