

# BRABEN

ICT SOLUTIONS

## Master Data Processing & Subprocessing Agreement (DPA)

Master Agreement for BRABEN ICT SOLUTIONS

| Document details                       | To be completed                                                          |
|----------------------------------------|--------------------------------------------------------------------------|
| BRABEN contracting party               | [Name of client / processor]                                             |
| Underlying master agreement / services | [Reference, general services and date]                                   |
| Version and date                       | 1.0   [date]                                                             |
| Selected BRABEN role                   | <input type="checkbox"/> Processor <input type="checkbox"/> Subprocessor |

### Practical instructions

This master agreement is signed once per direct Contracting Party. For direct service provision, it covers the agreed services and environments of that Contracting Party. For subcontracting, it covers all end clients for which the Contracting Party engages BRABEN through tickets, work orders, change requests or other documented instructions. A new DPA for each end client is not required.

*Disclaimer: this template is a practical starting point and does not constitute legal advice. Have it reviewed before final use and, where necessary, adapted by a lawyer or privacy specialist.*

## 1. Parties

This Data Processing & Subprocessing Agreement (hereinafter: the "Agreement") is entered into between:

| Party                | Details                                                       |
|----------------------|---------------------------------------------------------------|
| BRABEN ICT SOLUTIONS | [Full legal name, address, company number and representative] |
| Contracting Party    | [Full legal name, address, company number and representative] |

BRABEN ICT SOLUTIONS and the Contracting Party are hereinafter individually referred to as a "Party" and jointly as the "Parties".

## 2. Definitions

The terms "personal data", "processing", "data subject", "controller", "processor", "subprocessor", "personal data breach" and "supervisory authority" have the meanings given to them in Regulation (EU) 2016/679, the General Data Protection Regulation ("GDPR").

## 3. Roles and applicability

BRABEN's applicable role is determined by the underlying services, the actual processing and the documented instructions of the Contracting Party. The Parties shall select one option below.

| Selection                                       | Role and chain                                                                                                                                                                                                                                                                   |
|-------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> BRABEN as Processor    | The Contracting Party is the Controller. BRABEN processes personal data on behalf of and solely on the instructions of the Contracting Party.                                                                                                                                    |
| <input type="checkbox"/> BRABEN as Subprocessor | The Contracting Party is the Processor. BRABEN processes personal data solely on the instructions of the Contracting Party, which acts on behalf of the Controller identified in Appendix 1. The obligations under this Agreement apply as flowed-down subprocessor obligations. |

Master arrangement and end clients. This Agreement is a master agreement. Where BRABEN acts as a Subprocessor, the Contracting Party confirms that it is authorised to engage BRABEN and that its agreement with the relevant Controller permits the use of BRABEN as a Subprocessor. The current end client, environment, assignment and contact person shall be recorded per ticket, work order, change request or comparable documented instruction. Such operational records supplement this Agreement without requiring a new agreement to be signed for each end client.

## 4. Subject matter and duration

BRABEN processes personal data solely for the services described in Appendix 1. This Agreement enters into force on [date] and remains applicable for as long as BRABEN processes the relevant personal data in connection with the underlying agreement. Provisions which by their nature survive termination, including confidentiality, security and deletion, shall remain in force.

## **5. Nature, purpose and categories of processing**

The nature, purpose and duration of the processing, the categories of personal data, the categories of data subjects and the processing activities are set out in Appendix 1. BRABEN does not process personal data for its own purposes and limits its access to what is reasonably necessary for the provision of the services.

## **6. Instructions and lawfulness**

BRABEN processes personal data solely on documented instructions from the Contracting Party, including with regard to transfers to a third country or international organisation, unless BRABEN is required to do otherwise by applicable law. In that case, BRABEN shall inform the Contracting Party before processing, unless such law prohibits that information.

BRABEN shall inform the Contracting Party without undue delay if, in its reasonable opinion, an instruction infringes the GDPR or other applicable data protection law. BRABEN is not required to carry out instructions that are manifestly unlawful.

## **7. Confidentiality**

BRABEN ensures that persons acting under its authority who have access to personal data are bound by confidentiality, either in writing or by a statutory obligation. Access is restricted on a need-to-know basis.

## **8. Technical and organisational measures**

BRABEN implements appropriate technical and organisational measures to ensure a level of security appropriate to the risk, taking into account the state of the art, implementation costs, and the nature, scope, context and purposes of processing and the risks to data subjects. The current measures are set out in Appendix 2. BRABEN may adapt or replace these measures provided that the overall level of security is not materially reduced.

## **9. Personal data breaches**

BRABEN shall notify the Contracting Party of a personal data breach without undue delay after becoming aware of it. To the extent available, the notification shall include: the nature of the breach, the categories and approximate numbers concerned, a contact point, the likely consequences, and the remedial measures taken or proposed.

BRABEN shall provide reasonable assistance with the investigation, mitigation and documentation of the breach. The decision whether to notify the supervisory authority or data subjects rests with the Controller, unless mandatory law provides otherwise.

## **10. Data subject requests**

Taking into account the nature of the processing, BRABEN shall provide reasonable technical and organisational assistance to the Contracting Party in responding to requests from data subjects. If BRABEN receives a request directly, it shall forward it without undue delay unless it is legally required to respond itself.

## **11. Subprocessors**

BRABEN shall not engage a Subprocessor without the Contracting Party's prior specific or general written authorisation. In the case of general authorisation, BRABEN shall inform the Contracting Party in advance of intended changes so that the Contracting Party may raise a reasoned objection within [10] business days.

BRABEN shall impose on each authorised Subprocessor, in writing, at least the same data protection obligations as those set out in this Agreement. BRABEN remains responsible for the performance of those obligations by its Subprocessors, to the extent permitted by law.

## **12. International transfers**

BRABEN processes personal data within the European Economic Area, unless Appendix 1 states otherwise. Transfers outside the EEA shall take place solely on documented instructions from the Contracting Party and on the basis of a valid transfer mechanism under Chapter V of the GDPR, such as an adequacy decision or appropriate safeguards.

## **13. Information, audits and assistance**

BRABEN shall make available the information reasonably necessary to demonstrate compliance with this Agreement. Following reasonable written notice and during normal business hours, the Contracting Party may have an audit carried out no more than once per calendar year, unless a serious cause or legal obligation justifies an additional audit.

Audits shall be carried out with minimal disruption, subject to appropriate confidentiality obligations and at the expense of the Contracting Party, unless the audit identifies a material breach by BRABEN. BRABEN may provide relevant certifications, reports or other independent assurance information instead of an audit where this is reasonably sufficient.

## **14. Return and deletion**

Upon termination of the services, BRABEN shall, at the Contracting Party's choice, delete or return the personal data and delete existing copies, unless retention is required by law. Backups shall be deleted in accordance with the regular retention periods and shall not be available for normal processing during that period, except for recovery purposes.

## **15. Liability**

Each Party is liable for damage resulting from its own breach of this Agreement or the GDPR, in accordance with the liability provisions of the underlying agreement and to the extent permitted by law. This Agreement does not extend liability beyond mandatory legal limits.

## **16. Termination**

Either Party may terminate this Agreement if the other Party materially breaches it and fails to remedy that breach within [30] days after written notice of default, insofar as the underlying agreement continues and termination is legally or contractually possible. Termination shall not affect rights and obligations already accrued.

## **17. Governing law and competent courts**

This Agreement is governed by the laws of [Belgium]. Subject to mandatory law, disputes fall within the exclusive jurisdiction of the courts of the judicial district of [complete].

## **18. Final provisions**

In the event of a conflict between this Agreement and the underlying agreement, this Agreement shall prevail with respect to data protection matters. Amendments are valid only if agreed in writing. Appendix 1 and Appendix 2 form an integral part of this Agreement.

## 19. Signatures

Agreed and signed by duly authorised representatives on the dates stated below.

| For BRABEN ICT SOLUTIONS                                                   | For the Contracting Party                                                  |
|----------------------------------------------------------------------------|----------------------------------------------------------------------------|
| Name: [complete]<br>Position: [complete]<br>Date: [complete]<br>Signature: | Name: [complete]<br>Position: [complete]<br>Date: [complete]<br>Signature: |

## Appendix 1. Processing details

This appendix is completed once for the direct Contracting Party and the general services. Where BRABEN acts as Processor, it describes the services for that Contracting Party. Where BRABEN acts as Subprocessor, it describes the general scope for all end clients of the Contracting Party; specific end clients and assignments are kept traceably in tickets, work orders, change requests or an up-to-date client list. A project-specific supplement is appropriate only in the case of exceptional or sensitive processing.

| Item                                   | Information to be completed                                                                                                       |
|----------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------|
| Underlying master agreement / services | [Reference, general services and date]                                                                                            |
| Selected BRABEN role                   | <input type="checkbox"/> Processor <input type="checkbox"/> Subprocessor                                                          |
| Controller                             | For Processor: the Contracting Party. For Subprocessor: the Contracting Party's end clients, recorded in its instruction systems. |
| Privacy contact                        | [Name, email and telephone]                                                                                                       |
| Duration of processing                 | [Start date and duration; linked to the master services]                                                                          |
| Nature and purpose                     | [General scope, e.g. infrastructure management, patching, remote support, backup, monitoring, migration]                          |
| Processing activities                  | [E.g. viewing, granting access, configuring, storing, restoring, deleting]                                                        |
| Categories of data subjects            | [E.g. employees, customers, suppliers, contact persons, website visitors]                                                         |
| Categories of personal data            | [E.g. identification and contact details, account data, log data, HR or customer data]                                            |
| Special categories of personal data    | <input type="checkbox"/> No <input type="checkbox"/> Yes, namely: [complete, necessity and additional measures]                   |
| Processing locations                   | [EEA locations, cloud regions or on-premises environment]                                                                         |
| Retention periods                      | [Contractual, statutory or according to backup policy]                                                                            |
| Approved subprocessors                 | [Name, service, location and role]                                                                                                |
| International transfers                | <input type="checkbox"/> None <input type="checkbox"/> Yes, to: [country / legal basis / safeguards]                              |

## Appendix 2

### Technical and organisational measures

The measures below form the standard framework. Add project- or client-specific measures where necessary. Non-applicable items may be marked "N/A".

| Domain                        | Standard measures and completion field                                                                                                                               |
|-------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Access management             | Personal accounts; strong passwords; multi-factor authentication where available; least privilege; timely revocation of access. Client-specific details: [complete]. |
| Devices and endpoint security | Managed and up-to-date devices; disk encryption where appropriate; malware protection; screen locking. Details: [complete].                                          |
| Network and remote access     | Encrypted connections; VPN or secure remote-management solution where appropriate; logging and restricted administrative access. Details: [complete].                |
| Patching and vulnerabilities  | Regular patch management for systems managed by BRABEN; assessment of critical vulnerabilities; change management where appropriate. Details: [complete].            |
| Logging and monitoring        | Appropriate logging of administrative activities and security events; restricted access to logs; retention period: [complete].                                       |
| Backup and recovery           | Backup in accordance with the agreed scope; recovery testing where appropriate; secure storage and access restrictions. Details: [complete].                         |
| Encryption                    | Encryption in transit; encryption at rest where appropriate to the risk and environment. Key management: [complete].                                                 |
| Incident management           | Internal reporting procedure; prompt escalation to the contact person; recording and follow-up of incidents. Contact point: [complete].                              |
| Personnel and confidentiality | Access only for authorised persons; confidentiality obligations; privacy and security awareness. Details: [complete].                                                |
| Physical security             | Appropriate physical access controls for equipment and locations managed by BRABEN. Details: [complete].                                                             |
| Continuity                    | Reasonable measures for availability and recovery in the event of incidents, aligned with the agreed services. Details: [complete].                                  |
| Review                        | Periodic review of measures and updates following relevant changes. Last review: [date].                                                                             |