

Data Processing Agreement

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Data Processing Agreement (Controller and Processor)

This agreement governs a vendor's processing of personal data on your behalf and is written to meet EU GDPR Article 28 and California CCPA service-provider rules. Complete every bracketed field, delete anything that does not apply, and sign before any personal data changes hands. Attach the completed Annex 1 as the controller's documented instructions.

1. Parties and Roles

Controller — full legal name, entity type, and address: _____

Processor — full legal name, entity type, and address: _____

The Controller determines the purposes and means of processing the Personal Data. The Processor processes the Personal Data only on the Controller's behalf and on its documented instructions. Where the CCPA applies, the Controller is the 'business' and the Processor is the 'service provider.'

Effective date of this Agreement: _____

2. Annex 1 — Details of the Processing

This Annex is the Controller's documented instructions and mirrors the information GDPR Article 28(3) requires the contract to set out. Be specific; avoid entries like 'various' or 'as needed.'

Subject matter of the processing: _____

Duration of the processing: _____

Nature of the processing (for example: _____

Purpose of the processing: _____

3. Type of Personal Data

Check every category the Processor will handle.

- ☐ Contact data (name, email, phone, address)
- ☐ Account and login data
- ☐ Payment or billing data
- ☐ Device and usage data (IP address, cookies, identifiers)
- ☐ Special-category data (health, biometric, and similar) — flag for legal review

Other personal data (describe): _____

4. Categories of Data Subjects

Check every group the data describes.

- ☐ Customers
- ☐ Website or app users
- ☐ Employees or contractors
- ☐ Prospects or leads

Other categories (describe): _____

5. Documented Instructions

The Processor shall process the Personal Data only on the documented instructions of the Controller set out in this Agreement and Annex 1, including as to transfers to a third country, unless required to process by a law to which the Processor is subject, in which case the Processor shall inform the Controller of that requirement before processing unless the law prohibits it.

6. Confidentiality

The Processor shall ensure that every person it authorizes to process the Personal Data is bound by a duty of confidentiality, whether by contract or by statute.

7. Security Measures (GDPR Article 32)

The Processor shall put in place the technical and organizational security measures required under Article 32. Check the measures that apply and describe any others.

- ☐ Encryption of Personal Data in transit and at rest
- ☐ Access controls and least-privilege permissions
- ☐ Regular backups and tested restoration
- ☐ Logging and monitoring of access

Additional security measures (describe): _____

8. Sub-processors

Choose one authorization model.

- ☐ Specific authorization — the Processor may use only the sub-processors the Controller approves by name below
- ☐ General authorization — the Processor may add or replace sub-processors, giving the Controller advance notice and a chance to object

Approved sub-processor list (name / service provided / location): _____

The Processor shall impose on every sub-processor, by written contract, the same data protection obligations set out in this Agreement, and remains fully liable to the Controller for the sub-processor's performance.

9. Personal Data Breach

The Processor shall notify the Controller without undue delay after becoming aware of a personal data breach, and shall provide the information the Controller reasonably needs to meet its own notification duties.

Processor breach-notice contact (name / email / phone): _____

10. Assistance to the Controller

Taking into account the nature of the processing, the Processor shall assist the Controller by appropriate measures in responding to data-subject requests and in meeting the Controller's security, breach-notification, and data protection impact-assessment obligations.

11. Deletion or Return of Data

At the end of the services, the Processor shall, at the Controller's choice:

- ☐ Delete all Personal Data and existing copies, unless a law requires keeping it
- ☐ Return all Personal Data to the Controller and then delete existing copies

12. Audits and Records

The Processor shall make available to the Controller the information reasonably needed to demonstrate compliance with this Agreement and shall allow for and contribute to audits, including inspections, conducted by the Controller or an auditor it mandates.

13. CCPA Service-Provider Terms

These terms apply where the Processor is a 'service provider' to a 'business' under the CCPA.

The Processor is provided the Personal Information only for the limited business purpose set out in Annex 1. It shall not sell or share the Personal Information, shall not retain, use, or disclose it outside that business purpose or the direct business relationship, and shall provide the same level of privacy protection the CCPA requires. It shall comply with all applicable sections of the CCPA and its regulations.

- ☐ The parties process personal information of California consumers, so these CCPA terms apply

14. International Transfers

- ☐ Personal Data will be transferred outside the EU or EEA — attach the European Commission's Standard Contractual Clauses (2021) as Annex 2

15. Signatures

Controller — signature, printed name, title,
date: _____

Processor — signature, printed name, title,
date: _____

INSTRUCTIONS FOR USE

Complete every bracketed field and Annex 1 before any data is shared, confirm which privacy laws apply to your business, and give each party a signed copy. This template is provided for informational purposes only and does not constitute legal advice. Privacy laws vary by jurisdiction and change over time; for special-category data, complex sub-processor chains, or unusual cross-border transfers, have a licensed attorney review the agreement before signing.