

## Contract for the Commissioned Processing of Personal Data, Confidentiality and Customer Protection Statement

concluded between

and

### Allround Service

**Proprietor: Monica Nadal**

**Geisenhausenerstr. 26**

**81379 Munich**

**Germany**

**Tel. +49 89 742843-0**

**E-mail: [info@allroundservice-team.de](mailto:info@allroundservice-team.de)**

VAT ID No.: DE130012510

\_\_\_\_\_  
**COMPANY**

\_\_\_\_\_  
**First name/Last name**

\_\_\_\_\_  
**Street**

\_\_\_\_\_  
**Postcode/City/Country**

\_\_\_\_\_  
**VAT ID No. (EU Member States):**

hereinafter referred to as: **Client**

hereinafter referred to as: **Contractor**

## COMMISSIONED DATA PROCESSING

### Introduction, scope, definitions

- (1) This contract governs the rights and obligations of the Client and the Contractor (hereinafter referred to as the "parties") in the processing of personal data.
- (2) This contract applies to all activities in which employees of the Contractor or subcontractors assigned by the Contractor process personal data of the Client.
- (3) Terms used in this contract are to be understood as defined in the EU General Data Protection Regulation. If statements have to be made in writing below (as defined), the written form pursuant to Section 126 BGB [German Civil Code] is meant. Incidentally, statements may also be made in other forms as long as adequate verifiability is ensured.

### Subject and duration of the processing

#### Subject

The Contractor assumes the following processing activities (among others):

#### **Interpreting, translation, proof-reading, transcribing, IT support/maintenance**

The processing activity relates to the purchase order (the "**PO**") existing between the parties.

## Duration

The processing begins with an inquiry or the placing of an order and takes place indefinitely until termination of this contract or fulfilment of the order pursuant to the PO.

## Nature and purpose of the collection, processing or use of data:

### Nature and purpose of the processing

The following types of processing are performed: fulfilling orders for interpreting, preparing translations, performing proof-reading, creating transcripts, IT support (incl. maintenance) and other contributory work. The processing serves the following purpose: order fulfilment pursuant to the activities defined in the PO.

### Type of data

The following data is processed:

- Documents/files in paper and/or electronic form, term bases, translation memories / software
- Event content

## Obligations of the Contractor

- (1) The Contractor shall process personal data exclusively as contractually agreed or as instructed by the Client, unless the Contractor is legally obliged to perform certain processing. If such obligations exist for the Contractor, the Contractor shall inform the Client thereof prior to processing, unless that communication is prohibited by law. In addition, the data provided to the Contractor for processing shall not be used by him for any other purposes, especially his own.
- (2) The Contractor confirms that he is aware of the relevant general data protection regulations. He will observe the generally accepted principles of proper data processing.
- (3) The Contractor undertakes to observe strict confidentiality during the processing (see the NDA below as an integral part of this contract).
- (4) Individuals who could gain knowledge of commission processed data must give a written undertaking to observe confidentiality, unless they are already legally subject to a corresponding non-disclosure obligation.
- (5) The Contractor gives an assurance that, prior to the commencement of processing, the individuals entrusted with the processing are familiar with the relevant provisions of the data protection law and this contract. The Contractor is responsible for ensuring that the individuals entrusted with the processing are continuously and appropriately instructed, trained, sensitised and monitored in connection with the fulfilment of the data protection requirements.
- (6) In the context of the commissioned processing, the Contractor shall assist the Client in the preparation and updating of the list of processing activities as well as in the implementation of the data protection impact assessment. All the necessary information and documentation is to be provided and forwarded to the Client immediately upon request.
- (7) If the Client is subject to checks performed by the supervisory authorities or other agencies, or if data subjects exercise their rights against it, the Contractor undertakes to assist the Client to the necessary extent, insofar as the commissioned data processing is concerned.
- (8) The Contractor may only provide information to third parties with the prior consent of the Client. The Contractor will immediately forward to the Client any inquiries which are directed to the Contractor.

- (9) If required by law, the Contractor shall appoint a competent and reliable individual as a data protection officer. It must be ensured that the data protection officer is not exposed to any conflicts of interest. In cases of doubt, the Client can contact the data protection officer directly. The Contractor shall either immediately inform the Client of the contact details of the data protection officer or justify why no such officer has been appointed. The Contractor shall promptly inform the Client if there is a change regarding the identity of the data protection officer or their in-house responsibilities.
- (10) The processing of orders is generally performed within the European Union (EU) or the European Economic Area (EEA). Any transfer to a third country may only take place with the agreement of the Client, according to the conditions established in Chapter V of the General Data Protection Regulation and in compliance with the provisions of this contract.
- (11) If the Contractor is not established in the EU, the Contractor shall appoint a responsible contact person in the EU pursuant to Art. 27 GDPR. The Client shall be promptly notified of the contact data or the identity of the contact person.

### Technical and organisational measures

- (1) The data security measures described in Annex 1 are determined to be binding. They define the minimum service required by the Contractor. The description of the measures has to be made in such detail that it is clear to a knowledgeable third party at any time, solely on the basis of the description, what the required minimum should be. A reference to information that cannot be obtained directly from this agreement or its attachments is not permitted.
- (2) Information and documents received in encrypted form are subject to the obligation of encryption upon re-dispatch and/or return.
- (3) The data security measures can be adapted to the technical and organisational development as long as the level agreed upon herein is achieved. The Contractor must promptly implement the changes necessary to maintain information security. The Client must be promptly informed of any such changes. Substantial changes are to be agreed upon between the parties.
- (4) If the security measures which are implemented either do not meet the requirements of the Client or are no longer sufficient, the Contractor shall notify the Client thereof immediately.
- (5) The Contractor warrants that the data processed in the order will be strictly separated from any other data.
- (6) Copies or duplicates shall not be made without the knowledge of the Client. Excluded from the above are technically necessary, temporary duplications, provided that an impairment of the data protection level agreed upon herein is excluded.
- (7) Dedicated data carriers which originate from or are used for the Client shall be specially marked and subjected to ongoing administration. They are to be stored appropriately at all times and are not to be made accessible to unauthorised individuals. Inputs and outputs are to be documented.

### Regulations for the correction/deletion of data

- (1) Data processed within the scope of the order will only be corrected and/or deleted by the Contractor in accordance with the contractual agreement, the applicable legal provisions or the instructions of the Client.
- (2) The Contractor shall obey the Client's instructions at all times, including beyond the termination of this contract.

## Subcontracting relationships

- (1) The Client must be notified of the engagement of subcontractors.
- (2) Further subcontracting by a subcontractor is not permitted.
- (3) The Contractor shall carefully select the subcontractor with special consideration of the suitability of the technical and organisational measures which are taken by the subcontractor.
- (4) If the subcontractor does not comply with his/its data protection obligations, the Contractor shall be liable to the Client in this regard.

## Rights and obligations of the Client

- (1) The Client is solely responsible for the assessment of the admissibility of the commissioned processing as well as for the protection of the rights of data subjects.
- (2) The Client shall issue all orders, partial orders and instructions in writing. In urgent cases, instructions can be given orally. Such instructions shall be documented by the Client without delay.
- (3) The Client shall promptly inform the Contractor if the former identifies errors or irregularities when examining the results of the commissioned data processing.
- (4) Inspections by the Contractor shall be performed without avoidable disruption of his/its business operations.

## Obligation to provide notification

- (1) The Contractor shall promptly inform the Client of any personal data protection breaches. Notification of any justified suspicions in this regard is also to be provided. The notification, sent to an address specified by the Client, has to occur at the latest within 24 hours of the Contractor gaining knowledge of the relevant event. The notification has to contain at least the following information:
  - a. a description of the nature of the personal data protection breach
  - b. the name and contact details of the data protection officer or other contact point for further information
  - c. a description of the likely consequences of the personal data protection breach
  - d. a description of the measures taken or proposed by the Contractor to remedy the personal data protection breach and, if appropriate, measures to mitigate the potential adverse effects
- (2) Likewise, any substantial disruptions in the performance of the commissioned data processing, or breaches by the Contractor or the individuals employed by it against data law regulations or against the provisions of this contract, must be disclosed without delay.
- (3) The Contractor shall promptly inform the Client of any inspections or measures by supervisory authorities or other third parties insofar as such inspections or measures relate to the order processing.
- (4) The Contractor undertakes to support the Client to the extent necessary regarding the latter's obligations pursuant to Art. 33 and 34 GDPR.

## Instructions

- (1) The Client reserves the right to give full instructions regarding the processing of personal data in the event of an order.

- (2) The Contractor shall promptly inform the Client if, in the former's opinion, an instruction issued by the Client violates statutory provisions. The Contractor is entitled to suspend the performance of the relevant instruction until it has been confirmed or changed by the person who is responsible in the name of the Client.
- (3) The Contractor shall document the instructions given to him/it as well as the implementation of said instructions.

### Termination of the Contract

- (1) Upon termination of the contractual relationship or at any time at the request of the Client, the Contractor shall, at the choice of the Client, either destroy the data which has been processed as part of the order or hand it over to the Client. Any existing copies of the data are also to be destroyed. The destruction has to take place in such a way that it is no longer possible to recover even residual information with justifiable effort. Physical destruction is to take place in accordance with DIN 66399. At least protection Class 2 (two), Security Level 5 (five) applies in this regard.
- (2) The Contractor is obliged to induce the immediate return or deletion even by subcontractors.
- (3) The Contractor must maintain proof of the proper destruction and promptly present this to the Client upon demand.
- (4) Documentations that serve as evidence of proper data processing are to be retained by the Contractor in accordance with the respective retention periods, even beyond the end of the contract.

### Remuneration

The remuneration of the contractor is definitively regulated in the PO. No separate payment or reimbursement pursuant to this contract shall take place.

### Liability

- (1) The Client and Contractor shall be jointly and severally liable for the reimbursement of damages incurred by a person due to improper or incorrect data processing within the scope of the contract.

### Contractual penalty

- (1) A fault-based contractual penalty amounting to 1.5 times of the value of the contract will be imposed in the event of a breach against the agreements contained in this contract.
- (2) The contractual penalty has no influence on other claims of the Client.

### Special right of cancellation

- (1) The Client may terminate the PO and this agreement at any time without notice ("extraordinary termination") in the event of a serious breach by the Contractor vis-à-vis data protection regulations or the provisions of this agreement, if the Contractor cannot or will not execute a lawful instruction from the Client or if the Contractor refuses the Client's right of control.
- (2) A serious breach shall particularly exist if the Contractor has not fulfilled or has not materially fulfilled the obligations specified in this agreement, particularly the agreed technical and organisational measures.
- (3) In the case of insignificant breaches, the Client shall assign the Contractor an appropriate deadline for remedy. If the remedy does not occur in a timely fashion, the Client shall be entitled to extraordinary termination as described in this section.

- (4) The Contractor shall reimburse the Client for all costs arising for the latter due to the premature termination of the main contract or this contract as a result of an extraordinary termination by the Client.

### Other provisions

- (1) Both parties are obliged to treat as confidential all knowledge of business secrets and data security measures of the respective other party which is gained in the course of the contractual relationship, including those regarding the termination of the contract. If there are any doubts as to whether the information is subject to confidentiality, it is to be treated as confidential until written approval by the other party is received.
- (2) If the Client's property is endangered by the Contractor through measures of third parties (such as seizure or confiscation), insolvency or settlement proceedings or other events, the Contractor shall inform the Client thereof immediately.
- (3) The written form is required for any ancillary agreements.
- (4) The objection of the right of retention within the meaning of Section 273 BGB is excluded with regard to the data processed in the order as well as to the associated data carriers.
- (5) If individual parts of this agreement are ineffective, the validity of the agreement shall not otherwise be affected thereby.

## Annex 1 – Technical and organisational measures

Below is a statement of the technical and organisational measures which the Contractor has at least to establish and maintain in order to ensure data protection and data security. The aim is particularly to ensure the confidentiality, integrity and availability of the information that is processed in the order.

For destruction pursuant to DIN 66399, Protection Class 2 applies.

1. Organisation of information security
2. Personal security
3. Management of values
4. Access control
5. Cryptography
6. Physical and environmental security
7. Operational safety
8. Communication security
9. Purchase, development and maintenance of systems
10. Supplier relationships
11. Handling of information security incidents
12. Compliance

## Declaration of confidentiality (non-disclosure obligation)

### **Preamble**

For investigations into the possibility of a business relationship between the contractual partners in the areas of "interpreting – translation – proofreading – transcripts - IT support and maintenance", it is necessary that the contractual partners provide each other with confidential information, knowledge and (possibly) samples, hereinafter referred to as "information".

To regulate the respective issues, the contractual partners agree as follows:

- (1) Each contractual partner assures the other that he/it will handle all information (including oral) that is entrusted to him/it by the other contractual partner as business secrets that have been entrusted to him/it and will not make said information accessible to third parties, as long as and insofar as said information
  - a) is not previously known to the recipient without any obligation of secrecy or
  - b) is not generally known or will not be generally known without the recipient being responsible in that regard or
  - c) is not provided or transferred to the recipient by a third party without a confidentiality obligation or
  - d) has not been evidently processed independently by the recipient or
  - e) has not been provided or transferred by the issuing contractual partner to a third party without a confidentiality obligation or
  - f) is not made available to authorities due to legal regulations or
  - g) has not been released in writing by the issuing contractual partner for the purpose of publication.
- (2) The contractual partners shall use the same care to maintain confidentiality regarding the information provided to them by the other contractual partner as they do with their own information of similar importance.
- (3) The contractual partners agree that the information is provided only for the purpose stated in the preamble and that the recipient will only use the information which is provided under this agreement for that purpose. The recipient will only make the information available to employees who need it for the intended purpose.
- (4) The contractual partner shall fully ensure the implementation and compliance with the points specified in the order processing.
- (5) No licenses or other rights of any kind are granted by this agreement. No warranty is granted with respect to the provided information.
- (6) This agreement enters into force with its signature by both parties. It shall be valid for an indefinite period and shall end after the written termination by one of the two contractual partners and written confirmation of the receipt of said termination by the other contractual partner.



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- (7) The obligations pursuant to Items 1, 2 and 3 shall remain valid for a period of 10 years after the end of the contract.
- (8) This agreement shall apply automatically, without further reference in the order text, to each framework contract and order/commission which is provided to the Contractor directly or indirectly by our business unit or its successor organisations. For orders from other business units/departments, the Contractor has to find out from the Client as to whether and to what extent this confidentiality agreement applies.
- (9) All changes and additions to this agreement have to be made in writing in order to be legally valid. This formal requirement can only be waived in writing.
- (10) If any provision of this agreement is invalid, it shall not affect the validity of the remaining provisions. In such a case, the parties shall agree upon a provision that comes closest to the economic purpose of the invalid one.
- (11) The exclusive place of jurisdiction for this contract and its individual agreement is Munich.
- (12) This agreement, any supplements as well as all contracts, individual orders and individual agreements that are concluded for the performance of the order shall be governed by the notarial law which is applicable in the Federal Republic of Germany without reference to any other law.

## CUSTOMER PROTECTION STATEMENT

For a period of at least one year following the completion of the order, the Contractor pledges to refrain from contract negotiations with this customer or this specific department as well as from accepting orders from the same, unless the Contractor has demonstrably provided services directly for this customer prior to his/its collaboration with Allround Service.

During the order processing and for the following subsequent period of time as stated above, the Contractor is expressly prohibited from directly contacting those clients of Allround Service of which/whom the Contractor became aware when processing the order (exceptions shall be confirmed in writing by Allround Service). In the event of queries, the Contractor may only contact Allround Service's contract management department. It is not permitted for the files which are to be processed to include indications (such as footnotes, advertising logos, etc.) that unambiguously identify the Contractor with the exception of the certification statement.

### **Approval/acknowledgement of the contractual parties**

[Order placement, Non-disclosure Agreement, Customer Protection Statement](#)

Munich, 25. June 2020

City, Date

\_\_\_\_\_  
 City, Date

\_\_\_\_\_  
 Signature of the Client  
 Allround Service  
 Monica Nadal

\_\_\_\_\_  
 Signature of the Contractor

\_\_\_\_\_  
 Name in block letters

As this contract may be updated from time to time, it is always necessary to note the amendment date of the contract (see footnote). Allround Service's Data Protection Officer can be contacted at the above address and at [petra.schmidt@allroundservice-team.de](mailto:petra.schmidt@allroundservice-team.de).

*For the sake of simplified reading in general, all pronouns refer to both genders. We would therefore like to point out that the exclusive use of male pronouns should be explicitly understood as gender-independent.*