**SUPPLIER DATA PROCESSING AGREEMENT**

\*\* FREE PREVIEW VERSION \*\*

This Data Protection Agreement ("**Agreement**"), dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ("**Agreement Effective Date**") forms part of the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ("**Principal Agreement**") between:

[Company name**]** (hereinafter referred as the "**Controller**") acting on its own behalf;

and

[Supplier Name] **(**hereinafter referred as the **“Processor**"**)** acting on its own behalf.

The terms used in this Agreement shall have the meanings set forth in this Addendum. Terms not otherwise defined herein shall have the meaning given to them in the Principal Agreement. Except as modified below, the terms of the Principal Agreement shall remain in full force and effect.

The parties hereby agree that the terms and conditions set out below shall be added as an Addendum to the Principal Agreement.

# Definitions

In this Agreement, the following terms shall have the meanings set out below and cognate terms shall be construed accordingly:

***"Authorised Sub-processors"*** means (a) those Sub-processors set out in Annex 3 (Authorised Transfers of Controller Personal Data); and (b) any additional Sub-processors consented to in writing by Controller in accordance with Sub-processing section.

***"Sub-processor"*** means any Data Processor (including any third party) appointed by the Processor to process Controller Personal Data on behalf of the Controller.

***"Process/Processing/Processed", "Data Controller", "Data Processor", "Data Subject", "Personal Data", "Special Categories of Personal Data"***and any further definition not included under this Agreement or the Principal Agreement shall have the same meaning as in EU General Data Protection Regulation 2016/679 of the European Parliament and of the Council ("GDPR").

***“Data Protection Laws”*** means EU General Data Protection Regulation 2016/679 of the European Parliament and of the Council ("GDPR") as well as any local data protection laws***.***

***“Erasure"*** means the removal or destruction of Personal Data such that it cannot be recovered or reconstructed***.***

***"EEA"***means the European Economic Area.

***"Third country*"** means any country outside EU/EEA, except where that country is the subject of a valid adequacy decision by the European Commission on the protection of Personal Data in Third Countries.

***"Controller Personal Data"*** means the data described in Annex 1 and any other Personal Data processed by Processor on behalf of the Controller pursuant to or in connection with the Principal Agreement**.**

\*\* END OF FREE PREVIEW \*\*

To download full version of this document click here: <https://advisera.com/eugdpracademy/documentation/supplier-data-processing-agreement/>