[This document is a template. Please replace or delete all text in red when the template is used.]

**DATA PROCESSING AGREEMENT**

This data processing agreement and its appendix (“**DPA”**) has been entered into between

1. [Insert company name], Company Registration No. [\*\*], [address], (“**Club**”), and
2. [Insert company name], Company Registration No. [\*\*], [address], (”**Processor**”).

Club and Processor are referred to individually as “**Party**” and collectively as “**Parties**”.

1. Background and objective

The Parties have on [insert date] entered into a contractual relationship – [insert the name of the agreement] – regarding [state briefly what the agreement concerns] (the “**Agreement**”). Within the scope of its assignment, Processor will gain access to and process personal data for which Club is the data controller. This means that Processor is a data processor for Club in accordance with the applicable data protection legislation (“**Data Protection Legislation**”).

The objective of the DPA is to comply with the requirements in the Data Protection Legislation for a written agreement between Club and Processor. This DPA constitutes the entire understanding between the Parties with regard to its subject matter and replaces all previous agreements regarding the same. In the event of a conflict between the DPA and the Agreement, the DPA shall prevail.

1. Definitions

The terms used in the DPA shall have the same meaning as assigned to them below and in the Data Protection Legislation, which inter alia imply that:

1. The term **personal data** means any information that, directly or indirectly, can identify a living natural person;
2. The term **processing** means any operation or set of operations performed with regard to personal data, whether or not performed by automated means, for example collection, recording, organisation, storage, adaptation or alteration, retrieval, gathering, use, disclosure by transmission, providing access to, dissemination or otherwise making information available, alignment or combination, blocking, erasure or destruction;
3. The term **data** **controller** means anyone who alone or jointly with others determines the purposes and means of the processing of personal data;
4. The term **data processor** means a anyone who processes personal data on behalf of Club;
5. The term **sub-processor** means a sub-contractor that is engaged by Processor. The sub-processor processes personal data on behalf of Club in accordance with the sub-processor’s obligation to provide its services to Processor;
6. The term **standard data protection clauses adopted by the EU-Commission** means standard contractual clauses regulating the transfer of personal data to third countries and that have been adopted by the EU Commission in accordance with Commission Decision C(2010)593 of 5 February 2010 or corresponding decision replacing such decision; and
7. The term **Data Protection Legislation** means applicable data protection legislation, including Regulation (EU) 2016/679 (General Data Protection Regulation) (the “**GDPR**”) and such national legislation implementing the GDPR is the applicable data protection legislation.
8. Undertaking and instruction

Processor undertakes to process the personal data that it has access to under the Agreement on behalf of Club, for the purpose of fulfilling the Agreement and during the term of the Agreement. Processor further undertakes:

1. To process the personal data in accordance with the Data Protection Legislation, the Agreement and any other documented instructions from Club. Processor may, however, without instructions process information required by laws of the European Union or national legislation in a member state to which Processor is subject, but shall inform Club of such requirement prior to processing, provided that Processor is not prohibited to give such information with reference to important grounds of public interest;
2. To keep the personal data confidential and not to disclose the personal data to any third parties or in any other way use the personal data in contradiction with the Agreement and the DPA. Processor shall also ensure that persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
3. To implement all appropriate technical and organisational measures necessary in order to ensure a level of security, as required pursuant to the Data Protection Legislation (*inter alia* Article 32 of the GDPR) and other measures necessary in order for Processor to comply with the security requirements set out in the Agreement or that are otherwise required by Club with reference to the DPA);
4. To inform Club of the technical and organisational measures it will implement in order to protect the personal data processed on behalf of Club. In this context, see security instructions described in Appendix 1. If Processor makes changes that could affect the protection of personal data, Club shall be informed of this well in advance before such changes are implemented;
5. To assist Club, taking into account the nature of the processing, by implementing appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of Club's obligation to respond to and to fulfil requests from data subjects exercising their rights laid down in Chapter III of the GDPR; and
6. To assist Club in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the GDPR (implement security measures, manage personal data breaches, conduct data privacy impact assessments and participate in prior consultations with the supervisory authority) taking into account the nature of the processing and the information available to Processor.
7. Audit

Processor shall grant Club access to all information required in order to verify that the obligations set out in the DPA are complied with. Processor shall facilitate and participate in audits, including inspections, carried out by Club or a governmental authority or by a third party authorised by Club. If Club uses a third party to carry out the audit, that third party shall not be a competitor of Processor and shall undertake confidentiality in relation to Processor's business information.

Processor shall immediately inform and consult with Club in the event that a supervisory authority initiates or takes any action in relation to Processor with regard to the processing of personal data under the Agreement or the DPA.

1. Engaging sub-processors

Processor may not engage or replace a sub-processor for the performance of Processor's processing of personal data under the DPA, without obtaining a written approval from Club in advance. [If Club instead wishes to give Processor a general approval to engage sub-processors, so that Processor does not need to ask for a written consent each time a sub-processor is engaged, the following wording may be used and would then replace the text above: “*Processor is given a general authorisation to engage sub-processors for the performance of Processor's processing of personal data under the DPA. The sub-processors engaged at the time of entering into the DPA are listed in Appendix 1. However, Processor shall inform Club of any plans regarding the engagement of new sub-processors, or replacement of sub-processors, so that Club is given an opportunity to object to such changes.*”]

In the event that Processor engages a sub-processor for the processing of personal data on Club's behalf, Processor and the sub-processor shall enter into a written data processing agreement that imposes the same obligations on the sub-processor as those specified in the DPA. In the event that Processor, with Club's approval, engages a sub-processor outside the EU/EEA, legal grounds for the transfer to a third country shall be secured, for example through the afore-mentioned data processing agreement and shall consist of a so-called Data Transfer Agreement containing the standard data protection clauses adopted by the EU-Commission. Processor is hereby given the mandate and mission to enter into a Data Transfer Agreement on Club's account in such case.

Processor is liable, in all respects, for the sub-processor as for itself.

1. Damages and compensation

Processor shall, without limitation, hold harmless and indemnify Club in the event of damage that is attributable to Processor's processing of personal data in breach of the DPA or the Data Protection Legislation. This provision regarding liability and limitation of liability shall not affect and shall be independent from the provisions regarding liability and limitation of liability in the Agreement. However, for the avoidance of doubt, as administrative fines are imposed on the party in breach of its obligations, neither party will bear the other party's administrative fines.

Processor's compensation under the Agreement includes compensation for Processor's undertakings under the DPA.

1. Term

The DPA is effective from its signing and for as long as Processor processes personal data on Club's behalf.

In the event that Processor is in breach of its obligations under the DPA, and fails to remedy the deficiency within thirty (30) days of Processor being notified of the breach, or within the time period agreed between the Parties, Club has the right to terminate the Agreement with immediate effect or the longer period of notice notified by Club.

When the Agreement expires or terminates, Processor shall, based on Club's instructions, delete or return to Club, in a manner acceptable to Club, all personal data, and delete existing copies unless storage of personal data is required pursuant to European Union law or the Member State's national law. Processor undertakes to actively seek instructions from Club without delay and shall, at the request of Club, provide Club with a written confirmation that the Processor has performed its obligations under this Section 7.3.

1. Governing law and dispute resolution

The DPA shall be governed by and construed in accordance with Swedish law, with the exception of conflict of law rules.

Disputes regarding interpretation and application of the DPA shall be settled in accordance with the provisions in the Agreement regarding dispute resolution.

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

The DPA has been executed in two (2) originals of which each Party has taken one (1) each.

Place and date: Place and date:

|  |  |  |
| --- | --- | --- |
| [Insert the name of Club] |  | [Insert Processor's company name] |
|  |  |  |
| [Insert title and name] |  | [Insert title and name] |

Appendix 1

Instructions for the processing of personal data

1. The purposes of the processing

Specify for what purposes Processor shall process the personal data under the Agreement, for instance, to provide certain services or a certain system.

Example:

*The Processor processes personal data for the purpose of providing services/systems to Club in accordance with the Agreement.*

If Processor shall be entitled to process the personal data for any other (own) purposes, these purposes shall be specified explicitly in this section. Processor is controller for such processing of personal data and not processor.

1. Categories of processing activities

Specify what categories of processing activities Processor will carry out on Club’s behalf in order to fulfil the purpose of the processing.

Example:

*The processing includes storing personal data and providing Club access to such personal data as part of the data centre service provided under the Agreement.*

*The processing includes an analysis of personal data for the purposes of generating statistics and identifying user patterns in accordance with the Agreement.*

*The processing includes registering questions, incidents and tickets and getting access to related personal data for the purpose of providing support services in accordance with the Agreement.*

1. Categories of data subjects

Specify the categories of individuals that the personal data to be processed under the DPA concern, i.e. the categories of individuals to whom the personal data processed under the DP relates.

Example:

*Employees: Club's employees and hired consultants.*

*Fans: Fans and other individuals of the general public who have an interest in football.*

*Attendants: Supporters and other individuals present at a football game.*

1. Categories of personal data

Specify the categories of personal data that will be processed under the DPA.

Example:

*Name, address, age, education, work related information, account and work related information, behavior pattern, preferences, interests, purchase and payment history, etc.*

1. Places where the processing activities are carried out

Specify where, i.e. at what places/countries, Processor will process the personal data.

Example:

*The processing will be conducted on the Processor's servers in Sweden.*

*The processing will be conducted by way of the Processor gaining access to Club's system where personal data is processed.*

If Processor is not allowed to process the personal data outside of the EU/EEA area, it shall be added to this section by inserting "*No personal data is processed in, is available from, countries outside the EU/EEA*".

1. Ongoing deletion of personal data

Under the Data Protection Legislation, personal data must be deleted as soon as the purposes of the processing for which the data was collected have been fulfilled, unless it follows from the requirements of other legislation that the personal data must be stored for a certain time period before being deleted.

The personal data that Processor processes as data processor within the scope of the assignment under the Agreement shall be deleted by: [Enter who will be responsible for deletions. “Club”/“Processor”].

[In the event that Processor shall delete personal data, please enter instructions in this Section on how the deletion shall be performed. If Club shall delete the personal data, this Section 6.3 can be deleted.]

Deletion shall take place: [Enter one of the following alternatives: alternative 1: “Automatically in the system where the personal data is processed.”; or alternative 2: “Manually.”].

Deletion shall take place: [Enter an appropriate time interval for when deletion should be performed, for example: “when the Agreement is terminated” or “once every calendar year for personal data no longer needed”. Specify if there are any legal requirements for preservation of all or some of the relevant personal data that apply, e.g. the requirements in the Swedish Accounting Act (Sw: Bokföringslagen) to save accounting records for 7 years plus the current year.].

Processor is aware of that – in the event that the processing of personal data is based on the consent of the individual – deletion of personal data must take place if the consent for the processing is withdrawn. Club shall notify Processor if such consent is withdrawn. The same obligation applies if the individual objects to processing that is based on a balancing of interest and there is no overriding legitimate interest for the processing in accordance with article 17 c) of the GDPR.

1. Sub-processors

Note that this section shall be deleted if Club has not allowed Processor to engage sub-processors (see section 5.1 in the DPA).

If Club has permitted Processor to engage sub-processors, Club shall specify in this section the sub-processors currently engaged by Processor. Club approves of Processor’s engagement of these sub-processors. Club should verify that the list of sub-processors are such sub-processors that Club deems as serious actors and may approve.

Name of sub-processor: [\*\*]

Place of processing: [\*\*]

Purpose of engaging the sub-processor: [\*\*]

1. Technical and organisational security measures

[The following are examples of technical and organisational security measures that Club may require Processor to take in order to protect the personal data. According to article 32 of GDPR, the security measures shall ensure a security level appropriate to the risk. The requirements that Club shall place on Processor depends therefore, for instance, on how sensitive the personal data is and when processing the data, how large the risks are in relation to i.e. accidental or unlawful destruction, loss or alternation, unauthorised disclosure or access

* Comply with the level of security, from time to time stipulated in the Agreement;
* Perform pseudonymisation and encryption of personal data;
* Being able to ensure that availability and access to personal data is restored without undue delay in case of technical incidents;
* Being able to ensure continuous secrecy, integrity protection and availability in the systems and services used by Processor when processing the personal data, e.g. by implementing a technical system for monitoring and logging access to personal data, control authorisation and thereby regulate the access to personal data in order to ensure that only the individuals that need to process the personal data has access to the data;
* Have an established process and routine for performing testing regularly and thereby evaluating the efficiency in the technical and organisational measures taken in order to continuously being able to ensure the security of the processing; and
* Have an established process and routine for protecting the personal data against unauthorised access, i.e. by providing clear instructions to Processor’s employees that process personal data as regards the handling of passwords, use of hardware, systems etc.]
1. Reporting of personal data incidents

Processor shall implement all technical and organizational measures necessary to detect personal data incidents. Processor shall report all personal data incidents to Club within 48 hours of the Processor becoming aware of such incident, in order for Club to be able to comply with its obligation of reporting the personal data incident to the relevant supervisory authority within 72 hours and its obligation to, in certain situations, inform the affected individuals.

Reporting shall be made by email and phone to [specify role], per email ([\*\*]) and phone ([\*\*]). The report shall contain all information that the report to the supervisory authority shall contain pursuant to the Data Protection Legislation.