INSTRUCTIONS FOR COMPLETING THE AGREEMENT

**For the contractor:**

1. **Enter company data:**
   * Enter your company data in the contract header under "Processor". This includes the name of your company, the legal form, the address and the representative.
2. **Information in the contract figures:**
   * Add the following items to the contract:
     + **1.1**: Indicate the subject of the order, i.e. what exactly you will be processing for the client.
     + **2.1**: Describe the nature and purpose of the data processing.
     + **2.2**: Indicate what type of personal data is processed (e.g. names, addresses, e-mail addresses).
     + **2.3**: List the categories of data subjects (e.g. customers, employees).
     + **5a)**: Name your data protection officer or indicate if none is required.
3. **Technical and organisational measures (TOM):**
   * Use the TOM proposed in **Appendix 1** as a template. You can also provide your own measures, provided they meet the requirements.
4. **List of subcontractors:**
   * **In Appendix 2,** list all subcontractors that you will use to fulfil this order. This includes the name of the company, legal form, contact details, address and a brief description of the respective services.
5. **Contact details for queries:**
   * Enter your contact details on the last page so that you can be contacted quickly if you have any queries.
6. **Transmission of the completed contract:**
   * Send the completed contract to your contact person at DRK e.V. from whom you received this contract and also to the e-mail address [data-protection@drk.de](mailto:data-protection@drk.de).
7. **Feedback:**
   * You will receive feedback after the DRK e.V. has checked your application.

**For the client (German Red Cross e.V.):**

1. **Responsibility for the conclusion of the contract:**
   * Ensure that a data processing agreement (DPA) is concluded for each order processing. Have the data protection officer check whether a contract is required.
2. **Verification of the information provided by the contractor:**
   * Check that the information provided by the contractor in sections 1, 2 and 5 is correct and complete.
3. **Notes on the use of "Appendix 1 - Data security requirements"**

**Decision on the use of Annex 1 - Data security requirements:**

* + As part of the data processing agreement (DPA), you can decide whether the standard template of the contractor's technical and organisational measures (TOM) should be used or whether "Annex 1 - Data security requirements" should be used as minimum requirements.
  + This decision makes sense if the focus is on ensuring a uniform minimum standard for data security.
  1. **When it makes sense to use Appendix 1:**
  + **Ensuring minimum standards:** If the contractor uses their own TOM, which may not meet the necessary minimum requirements, and you want to ensure that at least these minimum requirements are met.
  + **Use for less critical data:** If less sensitive personal data is processed and the requirements in "Appendix 1 - Data security requirements" are sufficient for the specific order.
  + **Simplification of the audit process:** If a detailed audit of the contractor's individual TOM is not necessary or practicable and the minimum requirements of Appendix 1 are sufficient to ensure the basic safety measures.
  1. **Replace the existing TOM template:**
  + If it is decided to use the "Annex 1 - Data security requirements" instead of the contractor's existing TOM template, remove the original TOM template from the GCU.

Instead, insert "Appendix 1 - Data security requirements" as a binding basis for the security measures to be implemented. Remove these notes on the use of "Appendix 1 - Data security guidelines".

1. **Final review by the data protection officer:**
   * Send the complete agreement including attachments to the D6 internal data protection officer for final review via the e-mail address [data-protection@drk.de](mailto:data-protection@drk.de).
2. **Queries:**
   * If you have any questions, please contact the D6 internal data protection officer of the DRK e.V. at the e-mail address [data-protection@drk.de](mailto:data-protection@drk.de).

Thank you for your cooperation!

Data processing agreement

between

**German Red Cross e.V.**

Carstennstraße 58, 12205 Berlin,

represented by the Management Board,

represented by the Chairman (Secretary General) Christian Reuter

**- Controller** -  
- hereinafter also referred to as the "**Client**" -

and

[Company Legal form   
Address   
represented by]

**- Processor** -  
- hereinafter also referred to as "**Contractor**" -

## Object and duration of the order

* 1. **Object**

The subject matter of the order results from the agreement [name of the agreement, e.g. "Service Agreement"] dated DD.MM.YYYY. to which reference is made here (hereinafter: Service Agreement);

*or*

On the basis of this contract, the data records provided by the controller are processed for the following purpose [description of the reason for processing, e.g. "to carry out marketing campaigns"].

* 1. **Duration**

The duration of this agreement corresponds to the term of the main contract. The Client may terminate this Agreement and the Main Agreement at any time without notice in the event of a serious breach by the Processor of data protection regulations or the provisions of this Agreement. A serious breach shall be deemed to exist in particular if the Processor

* uses the data of the controller for purposes other than those specified in this agreement;
* breaches an essential obligation arising from this agreement (e.g. in the event of data loss or the possibility of unauthorised access by third parties through fault).

Furthermore, the Controller shall be entitled to terminate this Agreement and the Main Agreement without notice even if the conditions set out in sentences 2 and 3 are not met if the Processor repeatedly breaches this Agreement. A repeated breach shall be deemed to have occurred if the Controller has notified the Processor of a breach at least twice in writing or in text form and the Processor has not remedied the breach within a reasonable period of time.

## Concretisation of the order content

* 1. **Nature and purpose of the intended processing of data**

The nature and purpose of the processing of personal data by the contractor for the client are specifically described in the service agreement dated DD.MM.YYYY .

*or*

Detailed description of the subject matter of the contract with regard to the nature and purpose of the contractor's tasks: [insert detailed description].

The provision of the contractually agreed data processing shall take place exclusively in a member state of the European Union or in another state party to the Agreement on the European Economic Area. Any relocation to a third country requires the prior consent of the client in text form and may only take place if the special requirements of Art. 44 et seq. GDPR are fulfilled. The appropriate level of protection

is established by an adequacy decision of the Commission (Art. 45 (3) GDPR);

is established by binding internal data protection regulations (Art. 46 para. 2 lit. b in conjunction with 47 GDPR);

is established through standard data protection clauses (Art. 46 para. 2 lit. c and d GDPR);

is established by approved rules of conduct (Art. 46 para. 2 lit. e in conjunction with 40 GDPR);

is established by an authorised certification mechanism (Art. 46 para. 2 lit. f in conjunction with 42 GDPR);

is produced by other measures [Description of the measures](Art. 46 para. 2 lit. a, para. 3 lit. a and b GDPR).

* 1. **Type of data**

The type of personal data used is specifically described in the service agreement under [Description]

*or*

The following data types/categories are subject to the processing of personal data:

Personal master data

Communication data (e.g. telephone, e-mail)

Contract master data (contractual relationship, product or contract interest)

Customer history

Contract billing and payment data

Planning and control data

Information (from third parties, e.g. credit agencies)

[Other additions]

* 1. **Categories of affected persons**

The categories of data subjects affected by the processing are specifically described in the service agreement at ..................................

*or*

The categories of data subjects affected by the processing include

Customers

Interested parties

Subscribers

Employees

Suppliers

Sales representative

Contact person

[Other additions]

## Technical and organisational measures

* 1. **Documentation and testing**

The Contractor shall document the necessary technical and organisational measures before the start of processing and submit them to the Client for review (Annex 1). After acceptance by the client, the measures become the basis of the order. Any need for adjustments shall be implemented and documented by mutual agreement.

* 1. **Regular verification of the measures**

The Contractor shall provide written proof of compliance with the technical and organisational security measures at least every two years and at any time at the request of the Client. The proof shall include detailed descriptions of the measures, audit logs or certificates.

* 1. **Security requirements in accordance with the GDPR**

The contractor guarantees security in accordance with Art. 28 para. 3 lit. c and Art. 32 GDPR, in particular with regard to confidentiality, integrity, availability and resilience of the systems, taking into account the state of the art, implementation costs, type, scope and purpose of the processing and the risk assessment in accordance with Art. 32 para. 1 GDPR.

* 1. **Adjustments due to technical progress**

Due to technical progress and expected developments in legislation, it may be necessary to adapt the technical and organisational measures taken. The Contractor is authorised to implement alternative adequate measures, provided that the security level of the specified measures is not undercut. Significant changes must be documented and communicated to the client immediately in writing. The Contractor undertakes to immediately implement any necessary adjustments to the technical and organisational measures in accordance with changed legal requirements.

## Correction, restriction and deletion of data

* 1. The Contractor may only rectify, erase or restrict the processing of the data processed on behalf of the Client in accordance with documented instructions from the Client. If a data subject contacts the contractor directly, the contractor shall forward the request to the client without delay.
  2. The Contractor shall ensure the rights of data subjects, in particular a deletion concept, the right to be forgotten, rectification, data portability and information in accordance with the documented instructions of the Client, insofar as this is technically possible and legally necessary.

## Obligations of the contractor

In addition to complying with the provisions of this contract, the Contractor shall have statutory obligations pursuant to Art. 28 to 33 GDPR; in particular, it shall ensure compliance with the following requirements:

1. **Data Protection Officer**

The Contractor shall appoint a data protection officer in accordance with Art. 38 and 39 GDPR. The Client shall be informed immediately of any change of data protection officer.

Data Protection Officer [Name, organisational unit, telephone, e-mail]:

The contractor is not obliged to appoint a data protection officer. Contact person: [Name, organisational unit, telephone, e-mail]

The contractor based outside the Union appoints the following representative in accordance with Art. 27 para. 1 GDPR: [name, organisational unit, telephone, email]

1. **Maintaining confidentiality**

The Contractor shall only use employees who are bound to confidentiality and who have been familiarised with the relevant data protection regulations beforehand. Personal data shall only be processed in accordance with the client's instructions.

1. **Cooperation with the supervisory authority**

The Client and the Contractor shall cooperate with the supervisory authority in the fulfilment of their tasks upon request.

1. **Information about control actions**

The Contractor shall inform the Client immediately of any inspections and measures taken by an authority insofar as they relate to this order.

1. **Support for the client**

The Contractor shall support the Client to the best of its ability in the event of inspections by the supervisory authority, administrative offence or criminal proceedings, liability claims by data subjects or other claims in connection with the commissioned processing.

1. **Support with obligations pursuant to Art. 32 to 36 GDPR**

The processor supports the controller in the fulfilment of the obligations under Art. 32 to 36 GDPR.

## Subcontracting relationships

* 1. **Definition of subcontracting relationships**

Subcontracting relationships within the meaning of this regulation are services that relate directly to the provision of the main service. This does not include ancillary services such as telecommunications services, postal/transport services, maintenance and user services or the disposal of data storage media. Even in the case of outsourced ancillary services, the contractor must make appropriate and legally compliant contractual agreements and take control measures to ensure the data protection and data security of the client's data.

* 1. **Consent of the client**

The commissioning of subcontractors by the Contractor requires the prior consent of the Client in text form. All existing subcontracting relationships shall be listed in **Annex 2** to this contract.

* 1. **Selection and control**

The Contractor shall carefully select subcontractors and check before commissioning and regularly during the term of the contract that they comply with the agreed data protection measures in accordance with Art. 32 GDPR. The result of the check must be documented and forwarded to the client on request.

* 1. **Application of the contractual provisions**

The Contractor shall ensure that the agreed regulations and instructions of the Client also apply to the subcontractor.

* 1. **Data processing agreement with subcontractor**

The contractor shall conclude an order processing contract with the subcontractor that fulfils the requirements of Art. 28 GDPR. The subcontractor shall have the same obligations to protect personal data as the contractor. A copy of the order processing contract will be sent to the client on request.

* 1. **Control rights**

The contractor shall ensure that the control rights of the client and the supervisory authorities also apply to the subcontractor and that corresponding contractual provisions are made.

* 1. **Provision of the service outside the EU/EEA**

If the subcontractor provides the service outside the EU/EEA, the contractor shall ensure that the service is permissible under data protection law by taking appropriate measures. The same applies to ancillary services in accordance with 6.1.

## Control rights of the client

* 1. **Audits by third parties**

The client may have the audit carried out by a named third party (auditor). The performance of an audit must be announced in writing at least five (5) working days in advance. The Client shall not have access to data or information about other customers of the Contractor, cost information, quality audits, management reports or other confidential data that is not directly relevant to the agreed audit purposes. The Client undertakes to maintain strict confidentiality regarding the Contractor's business and trade secrets.

* 1. **Obligation of the contractor to provide information**

The Contractor shall ensure that the Client can verify compliance with the Contractor's obligations pursuant to Art. 28 GDPR. The Contractor undertakes to provide the Client with the necessary information upon request and to provide evidence of the implementation of the technical and organisational measures.

* 1. **Proof of suitable measures**

Proof of the measures, which do not only concern the specific order, can be provided by suitable measures, including

* compliance with approved codes of conduct in accordance with Art. 40 GDPR;
* certification in accordance with an approved certification procedure pursuant to Art. 42 GDPR;
* Current certificates, reports or report extracts from independent bodies (e.g. auditors, internal audit, data protection officer, IT security department, data protection auditors, quality auditors);
* suitable certification through an IT security or data protection audit (e.g. in accordance with BSI basic protection).
  1. **Costs**

No remuneration is payable for the exercise of control rights.

## Authorisation of the client to issue instructions

* 1. **Processing according to instructions**

The contractor may only collect, use or otherwise process data within the scope of the main contract and in accordance with the client's instructions. This applies in particular to the transfer of personal data to a third country or to an international organisation.

* 1. **Confirmation of verbal instructions**

Verbal instructions must be confirmed by the client immediately in writing or in text form.

* 1. **Information in the event of unlawful instructions**

The Contractor shall inform the Client immediately if it is of the opinion that an instruction violates data protection regulations. The Contractor is authorised to suspend the implementation of the corresponding instruction until it is confirmed or amended by the Client.

## Deletion and return of personal data

* 1. **Creation of copies**

Copies or duplicates of the data will not be made without the client's knowledge, with the exception of backup copies for proper data processing and data for compliance with statutory retention obligations.

* 1. **Return and deletion of data**

After completion of the contractually agreed work or at the request of the client - at the latest upon termination of the service agreement - the contractor shall hand over to the client all documents, processing and utilisation results as well as data pertaining to the contractual relationship or destroy them with prior consent in accordance with data protection regulations. The same applies to test and scrap material. The deletion log must be submitted on request.

* 1. **Storage of documentation**

Documentation that serves as proof of proper data processing in accordance with the order shall be retained by the Contractor beyond the end of the contract in accordance with the statutory retention periods. The Contractor may hand over this documentation to the Client at the end of the contract in order to discharge the Client.

## Remuneration

The Contractor's remuneration is based on the underlying main contract. The Contractor shall not be entitled to any additional remuneration for measures under this contract.

## Liability, indemnity, contractual penalty

* 1. **Liability of the processor**

The processor shall be liable to the controller in accordance with the statutory provisions for all damages caused by culpable breaches of this agreement and of the statutory data protection provisions. This applies to breaches by the processor, its employees or persons commissioned by the processor in the provision of the contractual service. Any limitations of liability of the parties from the main contract shall not apply.

* 1. **Compensation for damages and indemnification**

The controller or processor shall be liable to the data subject for compensation for damages claimed by a data subject due to unauthorised or incorrect data processing within the scope of the contractual relationship in accordance with Art. 82 GDPR. The processor shall indemnify the controller internally against all claims for damages asserted against the controller due to a culpable breach of the obligations imposed on the processor or non-compliance with lawfully issued instructions from the controller. The processor bears the burden of proof that the damage is not due to its breach of duty and that it is not responsible for this.

* 1. **Contractual penalty**

If the processor violates the provisions of this agreement and/or the applicable data protection provisions, it undertakes to pay an appropriate contractual penalty. The amount of the contractual penalty shall be determined by the Controller at its reasonable discretion and shall be subject to review by the competent court in the event of a dispute. The assertion of further claims for damages remains unaffected by this.

## Miscellaneous

* 1. In the event of contradictions between the provisions of this agreement and the provisions of the main contract, the provisions of this agreement shall take precedence.
  2. Agreements on the technical and organisational measures as well as control and audit documents (also for subcontractors) must be kept by the contractor for their period of validity and subsequently for three full calendar years.
  3. Amendments and supplements to this agreement must be made in writing and expressly state that they amend and/or supplement these provisions. This also applies to the waiver of the formal requirement.
  4. Should the property and/or the personal data of the Client to be processed by the Contractor be jeopardised by third-party measures (e.g. seizure or confiscation), by insolvency or composition proceedings or by other events, the Contractor must inform the Client immediately.
  5. The defence of the right of retention in accordance with § 273 BGB is excluded with regard to the data processed for the client and the associated data carriers.
  6. Should individual parts of this agreement be invalid, this shall not affect the validity of the remainder of the agreement.

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Place, date Place, date

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Client Contractor

**Appendix 1**

**Data security requirements**

The contractor is obliged to take appropriate technical and organisational measures to ensure a level of protection appropriate to the risk for the data used in the context of the execution of the order. These measures shall be taken taking into account the state of the art, the implementation costs and the nature of the scope, circumstances and purposes of the data processing. These measures are intended to ensure the confidentiality, integrity and availability of the data during the fulfilment of the contract

1. **Organisational requirements to ensure data security**

The Contractor shall maintain a procedure for the regular review, assessment and evaluation of the effectiveness of the technical and organisational measures taken to ensure the security of data processing.

1. **Technical measures to ensure data security**

The Contractor shall take the following measures to ensure data security, compliance with which shall be guaranteed by appropriate controls as part of the organisational measures:

**Protection objective: Confidentiality**

It must be ensured that no person - both employees and third parties - gains unauthorised access to personal data.

* 1. **Access control:**

Control of spatial access to data processing systems (DP system) by unauthorised persons. The purpose of access control is to prevent unauthorised persons from entering the vicinity of a data processing system. In addition to the central processing unit including the integrated drives, the data processing system also includes the connected peripheral units such as terminals, PCs, printers, plotters and tape units, etc.

Access control to PCs within offices is ensured, for example, by taking measures to prevent customers from getting close to PCs or viewing the screen.

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| ***Receivables*** |
| Access regulation for external persons; this is implemented, for example, by the following points: |
| * Logging the arrival and departure of external persons |
| * Only employees are permitted to enter the entire company building |
| Access regulations for persons belonging to the company; these are implemented, for example, through the following points: |
| * Logging the additions and departures of employees |
| Provision of lockable cabinets/rolling containers for employees |
| Key regulations, if keys are used (locked doors; keys only issued to authorised persons; storage and use of a master key) |
| Property security measures (e.g. securing shafts and windows; site surveillance) |

* 1. **Access control:**

The use of IT systems by unauthorised persons (unauthorised employees or external parties) should be prevented. Access control involves the issue of identification and subsequent authentication. Access control also includes the objective of preventing external access (e.g. from the Internet) to IT systems (hacker protection).

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| ***Receivables*** |
| Authentication of users vis-à-vis the data processing system, i.e. identification by user name and password or 2-factor procedure |
| Regulations for password assignment   * Personal password * Allocation by users themselves * Access blocked after three failed attempts * No disclosure to third parties * Arrangements in the event of absence (holiday, illness, etc.) |
| Immediate blocking of authorisations when employees leave the company |
| Regular check of the validity of authorisations (annually) |
| Securing workstations when absent and the system is running (password protection for screen saver after 5 to 15 minutes, depending on the risk of misuse) |
| Isolation of internal networks against external access (firewall, VPN encryption) |
| System administration measures are documented by the contractor in a tracking system. |
| The requirements for the passwords are defined organisationally by the client. |

* 1. **Access control:**

The aim of access control is to ensure that employees and authorised third parties can only access data within the scope of their access authorisation. It should also be ensured that personal data cannot be read, copied, changed or removed (deleted) without authorisation. This applies both to data stored in IT systems and to data stored on machine-readable data carriers or on paper.

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| ***Receivables*** |
| Creation of a user profile, i.e. definition of access authorisations with regard to users' personal data |
| Differentiated authorisations for reading, modifying or deleting data |
| Assigning authorisations to employees and vicarious agents according to the minimum principle; access to applications and system components is only permitted if this access is necessary for the specific activity. |
| Creation of an authorisation concept   * Setting up administration rights * Management of access rights by system administrator |
| Separation of test and production operations |
| Configuration of the IT devices used so that all services and components that are not required to fulfil its services are deactivated. Annual review of the proper configuration |
| Allocation of authorisations must be documented in a comprehensible manner and include an approval step. |
| data protection-compliant disposal of data carriers that are no longer required in accordance with the current state of the art, taking into account the applicable standards (DIN 66399:2012) or commissioning a contractor specialising in the disposal of data carriers to dispose of the data carriers, who will destroy the data carriers with the same or a higher security level. The data carriers intended for disposal must be protected against unauthorised access during storage and transport using suitable measures. |
| Data protection-compliant disposal of paper waste (e.g. misprints of work lists, cover letters, etc.) using a document shredder with a security level P-4 as defined in DIN 66399:2012, or commissioning a contractor specialising in document destruction to dispose of the documents, who will destroy them with the same or a higher security level. |
| Written regulation on the permissibility/prohibition of copying data |
| The client is responsible for securing the data carriers or files against unauthorised reading, copying, modification or removal, which the individual users can generate from the system via the application. |

* 1. **Separation control:**

According to the principle of separation, data collected for different purposes must be processed separately (also: principle of non-linkability). This is intended to ensure that the purpose limitation of personal data is implemented through organisational and technical measures. The separation requirement is particularly important in the context of order processing, e.g. if data from several clients is stored on one system. If the separation requirement cannot be achieved through technical measures, such as access control software, separate storage is necessary.

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| ***Receivables*** |
| Authorisation concept with definition of access rights |

**Protection goal: Integrity**

It must be ensured that information technology processes and systems continuously comply with the defined specifications so that the data to be processed with them remains intact, complete and up-to-date.

* 1. **Transfer control:**

This includes all variants of the transfer of personal data by means of data carriers or communication networks. The purpose of onward transfer control is to prevent data from being used (read, copied, modified or removed/deleted) without authorisation during onward transfer. The term "disclosure" includes both transmission to third parties and disclosure within the scope of commissioned processing between the client and contractor and to the data subject.

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| ***Receivables*** |
| Documentation of data recipients, the transport/transmission routes, the persons authorised to transmit data and the data to be transmitted |
| Authenticated and sufficiently encrypted transmission of data before it is passed on via unsecured transmission paths |
| The contractor does not send any data as part of server administration. |
| Magnetic data carriers are deleted in accordance with data protection regulations when they are discarded by overwriting or physical destruction. |

* 1. **Input control:**

The purpose of input control is to document who is responsible for (in)authorised or incorrect data input. The aim is to ensure that the input of personal data into the IT system, which also includes non-networked individual workstations such as PCs, can be audited. The data entry to be checked includes both the initial storage and the modification and deletion (removal) of data.

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| ***Receivables*** |
| Management of verifiably granted access authorisations |
| Logging of input, changes or deletion of personal data |
| Regulation on access authorisations to created log data |
| Deletion regulation for log data |

**Protection goal: Availability**

* 1. **Availability control:**

The contractual data must be accessible to the contractual partners and it must be possible to apply the intended methods for processing them. It must be possible to restore the availability of personal data and access to it quickly in the event of a physical or technical incident. To this end, the protection of data against accidental destruction or loss must be guaranteed. Possible risks include water damage, lightning, power failure, fire, sabotage or theft.

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| ***Receivables*** |
| Formalised release procedure for new IT procedures and for significant changes to old procedures |
| Data backup   * Creation of an inventory concept   1. Regular backup of the entire database   2. It is secured according to the 3-generation principle. * Storage of backup copies in a secure location (off-site storage) * Creation of backup copies according to the generation principle at suitable intervals |
| Reconstruction of databases   * Test runs for the reconstruction of databases |
| Redundancy of hardware, software and infrastructure |
| Substitution rules for employees |

**Annex 2 - Subcontractors**

For the processing of data on behalf of the client, the contractor utilises the services of third parties who process data on its behalf ("subcontractors"). These are the following companies:

**Subcontractor 1**

* **Company:** [name of the company]
* **Legal form:** [Legal form of the company]
* **Contact details:** [Telephone number, e-mail address]
* **Address for service:** [address]
* **Type of service:** [Brief description of the service]

**Subcontractor 2**

* **Company:** [name of the company]
* **Legal form:** [Legal form of the company]
* **Contact details:** [Telephone number, e-mail address]
* **Address for service:** [address]
* **Type of service:** [Brief description of the service]

**Subcontractor 3**

* **Company:** [name of the company]
* **Legal form:** [Legal form of the company]
* **Contact details:** [Telephone number, e-mail address]
* **Address for service:** [address]
* **Type of service:** [Brief description of the service]

**Completed for the APPLICANT by:**

Name

Function

Phone number

e-mail

Place, date

(Signature)

**To be completed by the CLIENT:**

Tested on       by       .

Result(s):

There is still a need for clarification regarding

There is no further need for clarification. The agreement can be concluded as it stands.

By signing this document, the employee of the GRC General Secretariat confirms that the data protection officer has carried out an audit with the aforementioned result.

Place, date

(Signature)