# **Attachment 1 – Data Processing Agreement**

| **Processing** | |
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| Cooperation | It uses the Mapotic Service, which is operated by the Processor, the Administrator |
| Subject matter and nature | Processing of personal data that occurs as part of the Collaboration |
| Category of subjects | Persons whose data appear on the Administrator's map |
| Purpose of processing | Provision of the Processor to the Administrator within the framework of Cooperation |
| Type of personal data | Contact and other information shown on the map |
| Other processors | Providers of IT and other support services of the Processor |
| Processing outside the EEA | No. The processor works with data only in EEA states. |
| Minimum technical and organizational measures | HTTPS/TSL encryption is used to protect data sent between users and the Service. Encryption techniques for passwords and sensitive data are used in the application itself and during the development of the Service. |

| **Introduction** | The Administrator and the Processor are in a Cooperation relationship, when the Processor provides the Administrator with the performance specified in the Cooperation documents. As part of the performance, the Processor works with personal data, the manager of which is the Administrator. According to EU Regulation) 2016/679 (**GDPR**) the Administrator and the Processor must conclude this contract.  For the purposes of this contract, only personal data that the Processor processes for the Administrator as a processor within the meaning of the GDPR are considered personal data. This does not affect the possibility for the Processor to simultaneously process the same personal data as an administrator. This agreement does not apply to such processing. |
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| **Compliance with GDPR** | The Administrator and the Processor are obliged to process personal data in connection with the Cooperation in accordance with legal regulations, especially in accordance with the GDPR. |
| **Rights and obligations of the Administrator** | The administrator is obliged to determine the purpose of personal data processing. The Administrator is entitled to give instructions to the Processor regarding the type, scope and means of personal data processing. If the Processor believes that some of the instructions or their part is not in accordance with the GDPR, it informs the Administrator about this. |
| **Notification and collaboration** | |
| Events and deadline | The Processor shall notify the Administrator immediately, but no later than within 48 hours, if it discovers or reasonably believes that any of the following facts have occurred:   * failure to comply with the provisions of this Agreement or GDPR or other data protection laws, or * breach of personal data security. |
| Notification scope | In the notification, the Processor shall provide the Administrator with the following information:   * the date and time of the incident, * description of the incident, * the names of persons whose personal data could be affected by the incident and the category of personal data affected by the incident. |
| Cooperation | The Processor will provide the Administrator with full cooperation in the investigation of such cases, will take appropriate corrective measures and, at its own expense, in cooperation with the Administrator, will deliver all legally required notifications and make available the necessary information to the affected persons and/or administrative authorities. |
| Applications and inquiries | The Processor shall notify the Administrator immediately, but no later than within 3 days   * complaints or requests from data subjects (e.g. correction, erasure and blocking of data) in relation to personal data and * notification of orders or requests from relevant supervisory authorities or courts in relation to personal data.   In these cases, the Processor will ask the Administrator for instructions. |

| **Obligations of the Processor according to Article 28 GDPR** | |
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| (1) Processing only according to the Administrator's instructions | The processor will process personal data only according to the instructions of the Administrator. Such an instruction can also be an order for services within the framework of Cooperation or mutual communication within the framework of Cooperation |
| (2) Confidentiality | The processor shall ensure that persons authorized to process personal data commit to confidentiality or that they are subject to a legal obligation of confidentiality. |
| (3) Security | The processor will consider the state of the art, the costs of implementation, the nature, scope, context, purpose of the processing, the likelihood and severity of the risk to the rights and freedoms of natural persons and implement appropriate technical and organizational measures to ensure a level of security corresponding to the given risk, including the measures proposed above. |
| (4) Other processors | The Administrator agrees that the Processor engages the other processors listed above. The Processor may not involve other processors without the prior consent of the Administrator.  Each other processor must be imposed at least the obligations that the Processor has under this contract.  If another processor does not fulfill its obligations in the field of data protection, the Processor shall continue to be fully responsible to the Administrator for the fulfillment of the obligations of the other processor in question. |
| (5) Cooperation in the fulfillment of informational and other obligations towards data subjects | The Processor will take into account the nature of the processing and will assist the Administrator through appropriate technical and organizational measures, if possible, to fulfill the Administrator's obligation to respond to requests for the exercise of data subject rights set out in Chapter III of the GDPR, in particular the right to information and other rights of data subjects. |
| (6) Cooperation in the fulfillment of security obligations and other measures | The Processor will take into account the nature of the processing and the information at its disposal and will assist the Administrator in ensuring compliance with obligations under Articles 32 to 36 of the GDPR, i.e. in particular obligations to secure, report and notify security breaches, assess the impact on personal data protection and consult with the Office for Personal Data Protection. |
| (7) Deletion | After the end of the Cooperation, the Processor, on the basis of the Administrator's instructions, either deletes the personal data, or returns them to the Administrator and deletes copies, unless he has a legal obligation to keep such data. |
| (8) Audit | The Processor shall provide the Administrator with all the information necessary to demonstrate that the obligations set out in this Agreement and the GDPR have been fulfilled, and shall enable inspections carried out by the Administrator or a person authorized by him, and shall assist in these audits. |

| **Final Provisions** | |
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| Intimacy | The parties have agreed that all personal data that the parties have transferred and will transfer in connection with the implementation of the Cooperation in any form is confidential (Confidential Information). Each Party undertakes to keep the Confidential Information confidential and not to disclose it to any person without the prior written consent of the other Party. A party may disclose confidential information to its authorized third party processors subject to the terms of this Agreement. |
| Duration | This contract is concluded for the duration of the Cooperation. |