

Annex No. 3

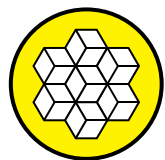
Essential elements of contracts whose subject matter also includes personal data processing

Rights and obligations of the controller and the processor can be broadly defined; however, in any case, it is recommended that a contract contain at least some form of the following provisions:

- "Without a prior written consent by the controller, the processor is not entitled to transfer any part of its duties under this contract to a third party (or to another processor). If all or any part of the processor's obligations are transferred with controller's previous consent to a third party, the processor is liable for any damage caused by the third party as if the damage was caused by the processor itself without any restrictions."
- If you need a previous consent by a data subject to process his/her personal data, this fact must be indicated in the contract – "The controller/processor undertakes to obtain a prior written consent to data processing under this contract from individual data subjects whose data is to be processed under this contract."
- "The processor agrees to obtain all safety, technical and organizational security measures for personal data protection as well as any other measures required in Article 32 of the Regulation; in particular, the processor shall take any and all measures to prevent unauthorized or accidental access to personal data, its alteration, destruction or loss, as well as its abuse, including measures relating to work with information systems in which the personal data is being processed."

Furthermore, the processor agrees to:

- a) Not to use personal data for a purpose other than defined under this contract and process personal data only pursuant to documented instructions by the controller with the exception of situation where an obligation is imposed on the processor by a legal regulation;
- b) Proceed with due diligence and take all control and protection measures in order to protect personal data and enable checks, audits and inspections carried out by the controller or another competent authority according to the law;
- c) Use due diligence and comply with all control and protection measures for the protection of personal data;
- d) Provide the controller without undue delay or within a deadline set by the controller with any cooperation needed for the performance of legal obligations of the controller in relation to personal data protection, its processing and compliance with the Contract on Personal Data Processing;
- e) Inform the controller of any facts that affect personal data processing;
- f) Notify the controller of any doubt regarding compliance with the law or breach of personal data security;
- g) If necessary, provide the controller with any support and assistance when dealing with the Office for Personal Data Protection and data subjects;



- h) Immediately respond to requests by data subjects, informed data subjects of all their rights, and, at their request, enable them access to information on processing;
- i) After the termination of the provision of processing services according to the controller's needs, properly handle any personal data that has been processed, i.e. either erase all personal data or return it to the controller, as instructed by the controller;
- j) Comply with any other obligations laid down by legal regulations even if they are not explicitly referred to in the contract;
- k) Make all possible efforts to eliminate any unlawful situation with respect to personal data transferred under this contract that would constitute a breach of obligations caused by the relevant contracting party immediately after such situation occurs.

Any information containing personal data that the contracting parties provide to each other during the implementation of the contract is confidential. The processor undertakes not to provide this information to any third party and not to use it contrary to the purpose of its provision (i.e. for the purpose of performing this contract) unless expressly provided otherwise in this contract. The processor undertakes not to disclose any information related to this contract to any other person and never use such information for a purpose other than defined in this contract, both throughout the term of this contract and after its termination (except for cases when it is required by a legal regulation or when the contracting parties agree to it in writing). Furthermore, the processor shall ensure that persons entitled to process personal data agree to confidentiality and are subject to the statutory obligation of confidentiality.”

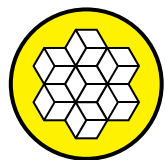
Contractual fines for non-compliance with the above processor's obligations and duties are recommended to be specified in the contract and in the case of repeated violation by the processor; the controller is entitled to immediately withdraw from the contract.

If a processor were to be penalized for a breach of the Regulation or of the law in relation to personal data protection due to a violation of the processor's obligations, the processor shall compensate the controller for any damage the controller has suffered.

Any and all documents related to personal data processing, whether by the controller or provided to the processor, or processed by the processor itself, must be saved and archived in a secure place at ... *.../fill in an address that will be as close to the controller's address as possible, but in any case located in the Czech Republic/.*

If the processor is a foreign entity, the following is recommended to be added into the contract: “Any and all documents and communication relating to personal data processing and the provision of tasks under the contract shall be made in the Czech language; any disputes shall be resolved according to the Czech law by a court having a local and subject-matter jurisdiction according to the controller's registered office. Arbitration proceedings are ruled out.

Even if the contract is made for a definite period of time, it is appropriate to add an option to prematurely terminate the contract in case any fault occurs on the part of the processor; such clause shall not create the right to withdraw from the contract; however, it shall be prudent to terminate the contract e.g. when it is economically advantageous for the controller because a different and better processor becomes available.



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However, the termination clause should not be reciprocal; a notice period must not jeopardize the controller if the processor terminates the contract.

