1. **Data Security**
   1. Where, in the course of performing the Works or Additional Works, the Contractor processes data relating to an identified or identifiable natural person (“personal data”) on behalf of the Contracting Authority, the Contractor shall: process personal data only as authorised in writing by the Contracting Authority or as required by applicable law, including with respect to the use of subcontractors or sub-processors as defined in this Contract and its Annexes; implement appropriate technical and organisational measures to protect personal data; promptly notify the Contracting Authority of any incident compromising the confidentiality, integrity, or security of personal data; and cooperate with the Contracting Authority, as required by applicable law or upon the Contracting Authority’s request, to document personal data, data subjects, and processing activities related to the services under this Contract.
   2. The Parties undertake to ensure that data processing – including, but not limited to, the processing of personal data of natural persons – is carried out in accordance with the laws and regulations in force in the Republic of Latvia and as specified in Annex \_\_ to the Contract.
   3. The Contractor acknowledges that the personal data processed in the execution of the Works constitutes restricted information of the Contracting Authority and confirms that it will comply with the Contracting Authority’s rules *On Restriction of Access to Information*, as communicated by the responsible person designated by the Contracting Authority.

**Annex 3**

**Data Processing Policy**

Riga

*Date of electronically signed document*

*is indicated in a time stamp*

**Riga Municipal Limited Liability Company Rīgas satiksme**, unified registration number 40003619950, in the person of its Chairwoman of the Board Džineta Innusa, acting in accordance with the decision of the Board, hereinafter referred to as – the Controller, on the one hand, and

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.,** registration number \_\_\_\_\_\_\_\_\_\_\_\_\_\_, address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, in the person of its \_\_\_\_\_\_\_\_\_\_\_\_\_, acting in accordance with the -, hereinafter referred toas – the Processor, on the other hand, hereinafter – the Parties or individually – the Party,

* whereas the Processor, on the basis of the agreement **“\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_”** concluded between the Parties (hereinafter – the Agreement), processes, in the interests of and on behalf of the Controller, data of natural persons (hereinafter – personal data) as a processor within the meaning of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation),

hereby agree on the following:

1. **Subject Matter**
   1. The Processor shall carry out, in the interest and on behalf of the Controller, the processing of personal data for the purpose **“\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_”** according to this Contract and Technical specification (Annex 1).
   2. For other tasks and activities arising from the Contract, other than those referred to in clause 1.1 of this document, the Parties shall act as independent controllers.
   3. The Processor shall ensure the processing of such personal data within the meaning of the Agreement:
      1. types of data subjects: employees of Controller according to the Controller’s policy “Employee privacy policy” and the customers of Controller according to the Controller’s policy “Customer privacy policy”. The current policies are available on the website of the Controller [www.rigassatiksme.lv](http://www.rigassatiksme.lv);
      2. types of data: person identification data, contact information and other types of data in accordance with the policy “Employee privacy policy” and “Customer privacy policy” of the Controller;
      3. types of processing activities: access to data, handling of data to the extent necessary for the operation of system and service, and error prevention;
      4. data storage and deletion periods:
         1. personal data obtained from the Controller is deleted within 10 days after the expiry of the Contract or within 10 days after the data is no longer needed by the Processor (whichever occurs first);
         2. as part of the fulfilment of the Contract, the data is not copied and is not stored on the technical resources of the Processor.
2. **Basic Data Processing Principles**
   1. The Processor shall only process the personal data of the Controller for the purpose of fulfilling its obligations under the Contract.
   2. The Processor shall process personal data in accordance with the requirements set out in the Contract, this document and the laws and regulations, as well as taking into account the written instructions of the Controller.
   3. The Processor shall store and process the personal data collected under the Contract within the territory of the European Union (EU) and the European Economic Area (EEA).
3. **Guarantees**
   1. The Processor shall confirm that its activities with regard to the processing of personal data fully comply with the requirements of the Regulation and national laws and regulations in the field of personal data protection with regard to the processing and protection of personal data.
   2. The Processor shall have in place the internal laws, regulations and procedures necessary to ensure the processing and protection of data in accordance with the requirements of the Regulation, shall have appointed a data protection officer for natural persons and shall maintain a register of processing, including at least the following information on the processing of data carried out on behalf of the Controller:
      1. The name and contact details of the Controller on whose behalf the Processor acts and, where applicable, the name and contact details of the representative of the Controller or Processor and the data protection officer. The Processor shall request up-to-date contact details of data protection officers by e-mail: [datuspecialists@rigassatiksme.lv](mailto:datuspecialists@rigassatiksme.lv);
      2. The categories of processing carried out on behalf of the controller, i.e., the purpose of the processing as set out in clause 1.1 of this Annex;
      3. information that the personal data are not transferred to a third country or an international organization.
4. **Duties and Rights of the Processor**
   1. The Processor shall protect personal data obtained from the Controller against any breach of data protection, but in particular against unauthorized disclosure, transfer, destruction or breach of their integrity.
   2. The Processor shall ensure that the processing of the personal data of the Controller is carried out and accessed only by employees or authorised persons of the Processor who are involved in the fulfilment of the Contract.
   3. The Processor shall ensure that its employees and authorised persons involved in the processing of personal data are legally bound not to disclose personal data to third parties, both during their employment relationship with the Controller and after termination of the employment relationship or authorisation.
   4. The Processor shall ensure that the employees and authorised persons referred to in clause 4.2 of this document are accounted for and assume all responsibility for their actions in relation to the processing of the personal data of the Controller.
   5. The Processor shall implement technical and organizational measures regarding the security of personal data.
   6. The Processor shall ensure that its IT systems are capable of providing all functionalities required by applicable laws and regulations with regard to their security and, in particular, with regard to protection against external intrusion into the electronic information systems of the Processor.
   7. The Processor shall, taking into account the nature of the processing, the types and amount of the data processed, the likelihood and severity of a data breach in relation to the rights of the data subject, as well as taking into account the technical capabilities of the Controller and the costs of developing technical solutions, ensure:
      1. the pseudonymisation and encryption of personal data;
      2. the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
      3. the ability to renew personal data availability and access to them in the case if a physical or technical accident has occurred;
      4. a process for regular testing, assessing and evaluating the effectiveness of technical and organizational measures for ensuring the security of the processing.
   8. The Controller shall, by signing this document, authorize the Processor to engage an additional data processor for the fulfilment of the Agreement for the following data processing activities. If the Processor intends to engage other sub-processors or to engage additional sub-processors, the Processor shall, prior to engaging a sub-processor, inform the Controller thereof at the contact e-mail address specified in the Contract. If the Controller does not object to the sub-processor within five working days from the date of sending the e-mail, it shall be deemed to have agreed on the sub-processor.
   9. Sub-processors engaged by the Processor prior to the date of signature of this document shall be deemed to have been agreed as of the date of signature of this document.
   10. The Processor shall oblige the additional processors engaged by it to ensure a level of data protection which is not lower than the level of data protection ensured by the Processor in respect of the data of the Controller.
   11. The Processor shall, during the term of the Contract, assist the Controller in complying with its obligations under Articles 32 to 36 of the Regulation and shall, in the event of any personal data breach, provide information to the Controller or the data protection officer within 48 hours to the extent that it relates to the processing of personal data carried out under the Contract.
   12. Upon expiry of the term of the Contract or upon termination of the need to process personal data for the fulfilment of an obligation under the Contract (whichever occurs first), the Processor shall, at the request of the Controller, return the personal data received from the Controller and/or delete it from all its technical resources in accordance with the time limits set out in clause 1.3.4 hereof, as well as destroy the personal data stored in writing and destroy all copies containing the personal data received from the Controller, except where the relevant laws and regulations provide for a different storage period for the personal data.
   13. The Processor shall immediately inform the Controller if, in its opinion, any instruction of the Controller violates the Regulation, other provisions of European Union or national laws and regulations on the protection of personal data, as well as of any changes in applicable laws and regulations that may affect the right of the Processor to fulfil its obligations under the Agreement and to process the personal data concerned.
   14. The Processor shall give its consent to allow the Controller, at a previously agreed time, to audit the data processing of the Processor insofar as it relates to data processing carried out within the meaning of the Agreement. The said audit shall be carried out at the expense of the Controller.
5. **Duties and Rights of the Controller**
   1. The Controller shall be responsible for the legal basis of the processing of personal data under the Contract.
   2. During the fulfilment of the Contract, the Controller shall provide the Processor with all information necessary to ensure the processing and protection of personal data in accordance with the Contract, laws and regulations and the instructions and requirements of the Controller.
   3. The Controller shall implement appropriate technical and organizational measures during the application of the Regulation to ensure the security of the personal data processed and to ensure that, by default, only the personal data necessary for each specific purpose of processing are processed.
6. **Cooperation and Responsibility**
   1. The Processor shall cooperate with the Controller and/or the supervisory authority in relation to the investigation and prevention of data incidents.
   2. The Parties shall agree that the claims of data subjects and authorities shall be referred by the Parties to each other in the first instance for resolution in accordance with the obligations of the Parties under the Contract, this document, applicable laws and regulations or the legal instructions of the Controller. In the case of such claims, the Parties shall use all possible and reasonable legal means for defending their interests and solving claims and to avoid losses for one and the other Party.
   3. The Processor shall be liable for any improper implementation or breach of the obligations of the Processor under the Contract, this document, applicable laws and regulations or the legal instructions of the Controller, or for processing that exceeds the scope and authorisation of the processing of personal data set out in these documents.
7. **Miscellaneous**
   1. In the event of an amendment to the laws and regulations, the Parties shall cooperate to supplement and/or amend this document by defining the obligations of the Parties in accordance with the applicable regulations, the nature of the division of responsibilities between the Parties set out in the Contract and this document.
   2. The Parties shall not be liable for the non-fulfilment of obligations if such is caused by force majeure.
   3. This document shall form an integral part of the Contract. This document is valid for the entire period during which the personal data of the Controller is being processed by the Processor and for the period after its completion, until any claims may be made for the processing of personal data performed under this document.