



Agreement on order processing (Art. 28 GDPR)

Controller:

Kiwaniis Club:.....

Represented by the President:.....

Who is represented by the Database Manager of the Club.....

Processor:

District of: represented by the governor:.....

who is represented by the database manager:

1. Subject of the agreement:

The subject of this agreement is the execution of the following tasks

- Storage of data from members of the aforementioned club for the purpose of having a complete overview of all members in the district of
- The following data categories are processed:
 - Contact data (person master data)
 -
 -

The processing is subject to the member data of the individual clubs as well as their contact person (database manager).

2. Duration of the agreement:

2.1. The Agreement is concluded for an indefinite period, as long as the club (chartered) is a member of the district or of Kiwanis International.

2.2. Should the club dissolve or the charter be withdrawn, this contract will end on the date of dissolution provided to the association authority.

3. Duties of the processor:

3.1. The processor undertakes to process data and processing results exclusively in the context of the written orders of the persons responsible.

3.2. If the processor receives a governmental mandate to disclose the controller`s data he shall, if permitted by law, inform the persons responsible without delay and refer the authority to the latter. Similarly, the processor requires an additional order in writing to process the data for additional purposes.

3.3. Prior to commencing the activity the processor makes a legally binding declaration that all persons tasked with data processing are obliged to treat data confidentially or that they are subject to reasonable stator obligations to confidentiality.

3.4. The person tasked with data processing in particular is obliged to keep data confidential even after his or her activities have ceased or following his or her departure from the processor`s enterprise.

3.5. The processor makes a legally binding declaration that he has taken all measures necessary to ensure the security of the processing in accordance with Art. 32 GDPR.

3.6. The processor takes the technical and organisational measures required to ensure that the controller can fulfil the rights of the data subject (members) according to Chap. II Sect. 2 of the GDPR

(access, information rectification and erasure data portability objection) at any time within the statutory periods.

- 3.7. The processor shall provide all necessary information to the controller.
 - 3.8. The processor shall assist those responsible in complying with the obligations set out in Articles 32-36 of the GDPR (data security measures, personal data breach notifications to the supervisory authority, notification of personal data breach, data protection impact assessment and prior consultation).
 - 3.9. For order processing as outlined here, the processor has set up a processing list according to Art. 30 GDPR.
 - 3.10. The processor undertakes to provide the controller with the information necessary to control compliance with the obligations set out in this agreement.
 - 3.11. The controller shall be granted the right of access, name and control of the data processing facilities at any time with regard to the processing of the data provided by them.
 - 3.12. Upon completion of this agreement, the processor is obliged to surrender to the controller all processing results and documents containing the data or to permanently destroy them on his behalf.
4. Confidentiality agreement:
- 4.1. The parties expressly agree to absolute confidentiality in terms of the content and nature of the processing and only to disclose that information to third parties (authorities) if the parties are required to by law and the processor has been authorised to do so by the controller.

4.2. The non-disclosure agreement extends beyond the termination of this contract.

5. Place of execution of the processing:

The data processing activities are carried out exclusively in the district and within the EU or the EEA.

6. Sub-processor:

The processor is not authorised to subcontract his services.

7. Disclosure of data:

The processor is entitled to share the processed data with the District/Nation database, KIEF (or its legal successor) (Gent/ Belgium) and KI (USA).

8. Place of governance:

This agreement is governed by the law in which the district is located.

Location and date:.....

For the Controller:

For the Processor:.....