

Data Processing Agreement for Suppliers

This Data Processing Agreement (the “**DPA**”) shall apply when referenced in an agreement/purchase order (the “**Service Agreement**”) concerning provision of services (the “**Services**”) by a supplier (the “**Supplier**”) for a DeLaval Group entity (the “**Customer**”).

BACKGROUND

In the course of providing the Services, Supplier may process (e.g. collect, generate, hold, use and reproduce) data that is disclosed to or extracted or generated by Supplier for or as part of the Services (“**Service Data**”). The Service Data may include information defined as personal data under the EU General Data Protection Regulation 2016/679 (the “**GDPR**”) – typically identification data (e.g. name, title and employer), contact data (e.g. address, email address and telephone number) and usage data (e.g. IP address, system access data and authorization data) concerning employees and contractors of Customer (e.g. the individuals designated by Customer as users of the Services).

DATA PROCESSING

Supplier shall, in relation to the processing of Service Data:

- (a) process Service Data only on documented instructions from Customer, including with regard to transfers of Service Data outside of the European Union, unless required to do so by European Union or Member State law (in such a case, the processor shall inform Customer of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest);
- (b) inform Customer if, in Supplier’s opinion, Customer’s instructions to Supplier infringes applicable data protection law;
- (c) ensure that persons authorised to process the Service Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
- (d) implement appropriate technical and organisational measures (including, without limitation, applicable requirements in ISO 27000) to ensure a level of security appropriate to the risks represented by the processing and the nature of the Service Data, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons;
- (e) notify Customer without undue delay after becoming aware of any accidental or unlawful destruction, loss or alteration of Service Data or of any unauthorised disclosure of, or access to, Service Data (a “**Service Data Breach**”);
- (f) upon Customer’s request, and taking into account the nature of processing and the information available to Supplier, assist Customer (by appropriate technical and organisational measures, insofar as this is possible) in relation to Customer’s obligations pursuant to applicable data protection law;
- (g) at the choice of Customer, delete or return (in a structured, commonly used and machine-readable format) all Service Data to Customer after the end of the provision of Services or at Customer’s request, and delete existing copies, unless European Union or Member State law requires storage of the Service Data;
- (h) upon Customer’s request, make available to Customer all information necessary to demonstrate compliance with the obligations laid down in this DPA; and
- (i) upon reasonable notice, allow for and contribute to audits, including inspections, conducted by Customer or another auditor mandated by Customer.

To the extent Supplier is allowed to make use of sub-contractors in the delivery of Services to Customer, Supplier shall inform Customer of existing sub-contractors that may process Service Data and of any intended changes concerning the addition or replacement of such sub-contractors, thereby giving Customer the opportunity to object to such changes, and ensure that the data processing obligations set out in this DPA are imposed on any such sub-contractors by way of written contract(s).

MISCELLANEOUS

This DPA remains in effect until the provision of the Services has expired or terminated and Supplier no longer has access to any Service Data.

To the extent there is any conflict or inconsistency between the provisions of this DPA and the provisions of any other agreement between the Parties, the provisions this DPA shall prevail.

If any provision of this DPA is found to be invalid or unenforceable, the remaining provisions shall remain effective and such provision shall be replaced with another provision consistent with the purpose and intent of this DPA.

Neither Party shall assign or attempt to assign or otherwise transfer any right or obligation arising out of this DPA without prior written consent from the other Party.

No addition or modification of this DPA shall be effective or binding on either Party unless confirmed by a written document duly executed by authorised representatives of each Party.

Notices under this DPA are considered valid if sent by email (scanned document sent to the principal point of contact of the other Party) or by registered mail or personal service to the registered address of the other Party.

GOVERNING LAW AND DISPUTE RESOLUTION

This DPA and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with the same laws as govern the Service Agreement and any dispute, controversy or claim arising out of or in connection with this DPA or any non-contractual obligation arising out of or in connection with it, or the breach, termination or invalidity thereof, shall be settled in accordance with the dispute resolution procedure set forth in the Service Agreement.
