

SERVICE CONTRACT WITH ASSOCIATES

BANYOLES, _____ 2022

MEETING

On the one hand, Mr/Mrs _____ with DNI (Identity card) _____, as a legal representative of the company _____, with Tax Identification Number _____ and with registered address at _____ herein after referred to as the **Processor**,

And on the other hand, Mrs. FIONA MCCRAE, with DNI X6024755C as a legal representative of the company MCFELDER BUSINESS SERVICES SL, with Tax Identification Number CIF B09638834 and registered address at PG. INDÚSTRIA 34, C.P 17820 BANYOLES, GIRONA, hereinafter referred to as the **Controller**.

Both parties mutually recognized the legal necessary capacity for signing this contract and adhering to the terms and conditions set out herein,

WHEREAS

I.- For the purposes of this Contract is understood:

‘Personal data’ means any information relating to an identified or identifiable natural person (‘data subject’); an identifiable natural person is on who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physiological, genetic, mental, economic, cultural or social identity of that natural person;

‘Data subject’: is the identified or identifiable person.

‘Processing’ means any operation or set operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction

‘Controller’ means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of personal data; where the purposes and means of such processing are determined by Union or Member State law, the controller or the specific criteria for its nomination may be provided for by Union or Member State law,

‘Processor’ means a natural or legal person, public authority, agency or other body which processes personal data on behalf of the controller.

‘Personal data breach’: means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, personal data transmitted, stored or otherwise processed

II.- In accordance with this Contract, the Controller that entrusted the Processor providing the services detailed below:

- **Translation Services**

- _____
- _____
- _____

III.- To ensure an effective provision of services mentioned in the previous section, the Data Controller will make available to the Data Processor automated or non-automated files containing personal data.

IV.- In compliance with current legislation on Personal Data Protection, both parties freely agree to regulate the Access and treatment of the personal data mentioned, based on the following:

CLAUSES

FIRST.- Object: the processing of the personal data that the Controller makes available to the Data Processor to provide the necessary services identified in the SECOND expository.

SECOND.- The term of the contract: The term of this Contract is established in virtue of the business agreement that has been formalized between both parties.

THIRD.- Purpose of data processing: the Access by the Processor to the personal data that are in the treatment systems of the Controller, will be solely and exclusively to fulfil the purposes related in the SECOND expository.

FOURTH.- The Data Processor may access the category and data set forth in the Annex I of this agreement.

FIFTH.- Obligations and rights of the Data Controller: According to the current legislation on Data Protection, the Data Controller should:

- a) Provide sufficient guarantees to implement appropriate technical and organizational measures to ensure processing meets with the requirements of the applicable and current legislation
- b) Adopt data protection policies
- c) Guarantee that the Chief Privacy Officer participates in an appropriate and timely manner in all matters related to the protection of personal data.
- d) Adhere to the Code of Conduct that may be approved by the Commission or corresponding body
- e) Keep activity logs of personal data in case of processing personal data that may pose a risk to the rights and freedoms of data subject and/or in a non-occasional way, or which involves the processing of special categories of data and/or data relating to criminal convictions and/or infringements
- f) Make available to data subjects the essential aspects of this agreement
- g) Attend interchangeably the exercises of law established in the current legislation on Protection of Personal Data and complying with the stipulations indicated in clause SEVENTH even if said exercise is addressed to the Data Processor.

SIXTH.- Obligations and rights of the Data Processor: According to the current legislation on Data Protection, the Data Processor should:

- a) Only process personal data on the Controller's instructions, including in relation to international data transfers
- b) Ensure and guarantee that persons authorized to process personal data are subject to appropriate confidentiality obligations
- c) Take applicable security measures to ensure an appropriate level to the risk of treatment
- d) Respect the conditions to replace another Data Processor as established in the current legislation on Protection of Personal Data.
- e) Assist the Controller, taking into account the nature of the processing, as far as possible in responding to requests by data subjects
- f) Aid the Controller to guarantee the fulfilment of his/her obligations, taking into account the nature of the processing and the information that is at its disposal.
- g) Delete or return, at the choice of the Controller, all personal data once the provision of data processing services is complete, and delete existing copies unless required by law to retain them
- h) Provide the Controller with all information necessary to demonstrate compliance with the applicable and current legislation in data protection.
- i) Process the personal data made available to the Processor in a way that ensures that his/her staff applies the instructions of the Controller.
- j) Ensure and guarantee that the Chief Privacy Officer participates in an appropriate and timely manner in all matters relating to the protection of personal data
- k) Adhere to the Code of Conduct that can be approved by the Commission or corresponding body
- l) Keep a record of treatment activities in the case of processing personal data that may pose a risk to the rights and freedoms of data subject and/or in a non-occasional way, or which involves the processing of special categories of data and/or data relating to condemnations and/or infractions.
- m) Attend interchangeably the exercises of law established in the current legislation on Protection of Personal Data and complying with the stipulations indicated in clause SEVENTH even if such exercise is addressed to the Controller.

SEVENTH.- The exercise of rights by data subject: if the data subject exercises any of the rights established in the current legislation on Personal Data Protection, the Controller and/or Processor shall provide to the data subject the information about the actuations requested and realized, without delay and at most within one month of receipt of the application, which may be extended for a further two months if necessary, taking into account the complexity of the application and the number of applications.

In the same sense, but in the event that the Controller and/or the Processor does not proceed with the request of the Data subject, data subject shall be informed, without delay, and no later than one month after receipt of the request, of the reasons why he has not acted and of the possibility to file a complaint before a Control Authority and to file a judicial appeal.

The response to the request for the exercise of the right shall be made in the same format used by the Data subject, unless otherwise requested.

EIGHT.- International Transfers of Data: International Transfers of Personal Data is understood a treatment of data outside the territory of the European Union and may only be performed according to the legal standards in force and applicable.

In the event that an International Data Transfer is planned, such transfer must be regulated independently of this service contract, which will be binding between the parties from the moment of its signature. Such regulation will be referenced as an Annex and will be attached to this contract.

In the event that the Processor decides to realize an International Data Transfer, without the consent of the Controller, Processor will also be liable.

NINTH.- Personal data breach: In the case of a personal data breach, the Controller or/and Processor shall without undue delay and, where feasible, no later than 72 hours after having become aware of it, notify the personal data breach to the supervisory authority competent.

TENTH.- Termination, resolution and extinction: In case of termination, resolution and extinction of this Contract, the Processor will retain such Personal data, provided that there is a legal obligation to preserve it.

Once the deadline has passed to cover legal responsibilities, the personal data shall be destroyed or returned to the Controller, as well as any support or document that contains any Personal data.

In witness thereof, in accordance with all of the foregoing, the Parties hereby sign this contract in duplicate in the location and on the date expressed at the beginning.

Processor

Controller

MCFELDER BUSINESS SERVICES S.L.

ANEX I – SERVICE CONTRACT

In accordance with the provisions of the current legislation on data protection and for the provision of services that are expressed in this contract, the Data Processor will treat the type and category of data of the Data Controller which are detailed below:

Typology of data	Category or categories of data subjects

In accordance with the provisions included in this service contract, which the present Annex I is an integral part of this contract, both parties hereby sign in duplicate in the location and on the date expressed at the beginning.

Processor

Controller
MCFELDER BUSINESS SERVICES S.L.

