

# DATA PROCESSING AGREEMENT

This Data Processing Agreement ("Agreement") is entered into as of [Insert Date] ("Effective Date") by and between:

[Data Controller Name], a company incorporated under the laws of India, having its registered office at [Insert Address], hereinafter referred to as the "Controller"; and

[Data Processor Name], a company incorporated under the laws of India, having its registered office at [Insert Address], hereinafter referred to as the "Processor."

## RECITALS

### WHEREAS:

1. The Controller has engaged the Processor to perform certain services, which involve the processing of personal data as defined under the **Digital Personal Data Protection Act, 2023 ("DPDPA")**; and
2. The Parties intend to ensure compliance with their respective obligations under the DPDPA and related rules.

## TERMS AND CONDITIONS

### 1. DEFINITIONS

1.1 **"Personal Data"**: Data about an individual processed under this Agreement, as defined under the DPDPA.

1.2 **"Processing"**: Any operation on Personal Data, including collection, storage, use, transfer, or deletion.

1.3 **"Sub-Processor"**: Any third party engaged by the Processor for processing Personal Data.

### 2. SCOPE AND PURPOSE

2.1 **Purpose**: The Processor shall process Personal Data solely for [Insert Purpose].

2.2 **Types of Data**: [Insert types, e.g., name, contact information, etc.].

2.3 **Categories of Data Subjects**: [Insert categories, e.g., customers, employees, etc.].

### 3. PROCESSOR OBLIGATIONS

3.1 **Compliance**: Process Personal Data per Controller's instructions and DPDPA.

3.2 **Confidentiality**: Ensure authorized personnel are bound by confidentiality agreements.

3.3 **Security Measures**:

- Encryption and pseudonymization.
- Regular security audits.
- Implement technical safeguards.

**3.4 Breach Notification:** Notify the Controller of any data breach within [Insert Timeframe, e.g., 24 hours].

**3.5 Assistance:**

- Respond to data subject requests.
- Assist with privacy impact assessments.
- Support audits as requested.

**3.6 Deletion or Return of Data:** Upon termination, delete or return Personal Data as instructed by the Controller.

## **4. CONTROLLER OBLIGATIONS**

- 4.1 Provide lawful instructions for processing.
- 4.2 Ensure valid legal basis for processing.
- 4.3 Reserve the right to audit Processor's compliance.

## **5. SUB-PROCESSORS**

- 5.1 **Approval:** Engage sub-processors only with prior written consent.
- 5.2 **Liability:** Ensure sub-processors comply with this Agreement.

## **6. CROSS-BORDER DATA TRANSFERS**

- 6.1 Obtain written consent for transfers outside India and comply with DPDPA Sections 16 and 17.

## **7. INDEMNITY AND LIABILITY**

- 7.1 **Processor Liability:** Indemnify the Controller for breaches.
- 7.2 **Controller Liability:** Indemnify the Processor for violations caused by the Controller.

## **8. TERM AND TERMINATION**

- 8.1 Effective until completion of services or terminated with [Insert Notice Period].
- 8.2 On termination, ensure the secure return or deletion of data.

## **9. GOVERNING LAW AND DISPUTE RESOLUTION**

- 9.1 Governed by Indian laws, including the DPDPA.
- 9.2 Disputes resolved under the exclusive jurisdiction of courts in [Insert Jurisdiction].

## **10. MISCELLANEOUS**

- 10.1 Amendments require written agreement.
- 10.2 Entire agreement governing data processing.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the Effective Date.

For the **Controller**:

Name: [Insert Name]

Designation: [Insert Title]

Signature: \_\_\_\_\_

For the **Processor**:

Name: [Insert Name]

Designation: [Insert Title]

Signature: \_\_\_\_\_