# When are the essential contractual provisions with the data processor important? · How to approach them?

For: Paušalni obrt · Obrtnici · j.d.o.o. · d.o.o.

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Applicability: When the provider acts as a processor on behalf of the controller.

**Article 28(3) of the GDPR requires a contract or other binding legal act for the processing carried out by the processor on behalf of the controller and specifies the elements of that act.**

## A starting point in practice

Save the processing description, the contract version and the instructions given to the supplier.

Compare the roles in the contract with the actual way the supplier uses the data.

## Working example · When contractual provisions with the processor are essential

An external service processes recipient addresses on behalf of the webshop. Before transferring data, the webshop verifies that it can align the service's contract, instructions and practices regarding subcontractors and data deletion.

## Specific next steps

1. Save the processing description, the contract version and the instructions given to the supplier.
2. Compare the roles in the contract with the actual way the supplier uses the data.
3. Before expanding the service, review the contractual terms and permitted subcontractors.

## Limits of application

When the provider acts as a processor on behalf of the controller.

## Sources

**GDPR · Article 28**

https://eur-lex.europa.eu/legal-content/HR/TXT/?uri=CELEX%3A32016R0679

## Original page

https://adriatrends.hr/poslovni-vodic/en/pitanja/praksa-gdpr-ugovor-izvrsitelj-odluka