When are the essential contractual provisions with the processor important? · How can this be checked using an example?

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Applicability: According to the profile and circumstances of the described case.

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

Checking by example

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.

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

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. 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.

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

3. If the supplier itself determines the purposes, verify whether it is the independent controller for that processing.

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-provjera