



Data Processing Agreement

Introduction

The nature of the services of HRorganizer implies that personal data is processed on behalf of HRorganizer's clients. In this agreement it is recorded that HRorganizer will carry out these processing operations in the manner prescribed by the General Data Protection Regulation (GDPR).

Definitions

Processing Agreement - The general Processing Agreement of HRorganizer;

HRorganizer - The private company with limited liability HRorganizer BV, with its registered office in Wageningen, registered with the Chamber of Commerce of Central Gelderland under number 09152403;

Client - The company that purchases a service from HRorganizer;

Agreement - The agreement in which the Client and HRorganizer have laid down that HRorganizer will provide services to the Client and the services to be provided;

Data Subject - The person whose data is processed by HRorganizer on behalf of the Client;

Personal data - Personal data as referred to in the GDPR;

Processing - A processing operation or a set of operations in the context of the Agreement relating to Personal Data or a set of Personal Data, executed through automated processes or otherwise, such as the collection, recording, ordering, structuring, storage, adaptation or alteration, retrieval, consultation, use, provision by means of transmission or dissemination or any other manner of making available, blocking, deletion or destruction of data.

Applicability and duration

This agreement applies to any agreement between the Client and HRorganizer. Given the nature of the agreement, this Processing Agreement will continue until HRorganizer no longer carries out any Processing operations.

Data

HRorganizer processes information about (prospective) employees on behalf of the Client. This information is provided to HRorganizer by both the Client and the Data Subject. More specifically, this information is recorded when the Data Subject participates in digitally offered structured questionnaires. In addition, information is added in the form of feedback and evaluation.

This data includes general identifying data, social data such as gender, age and country of origin, and data on knowledge and experience such as education and work experience.

The Client is responsible for assessing and recording the necessity of the Processing.

Objective

The Data is used to analyse and evaluate the Data in accordance with the Agreement concluded with the Client. Non-identifiable statistical data from this Data will also be added to the data used for the functioning of the software.

Restriction

No sub-processing by a third party shall take place without the written consent of the Client. The fact that HRorganizer makes use of ICT services provided by a third party is not regarded by the parties as sub-processing. By using certified ICT service providers, HRorganizer warrants that these service providers will not process data as sub-processing as referred to in the GDPR.

If HRorganizer has to provide information by order of a competent authority, it will do so. In that case, HRorganizer will inform the Client of such provision, unless HRorganizer is explicitly forbidden by the competent authority to inform the Client.

Rights of the Data Subject

HRorganizer guarantees that, when the Client is called to account by a Data Subject on his right of inspection, oblivion, rectification and supplementation, data portability, restriction of processing, objection or information, it will cooperate to ensure that a Data Subject can actually exercise those rights.

If a Data Subject directly approaches HRorganizer with a request based on these rights, HRorganizer will, if it can identify the Data Subject, execute the request and inform the Client of such execution and the consequences it has for the information processed on behalf of the Client.

The costs of cooperating in these rights shall be borne by the Client.

Security

HRorganizer will secure the Processing operations in such a way that no unauthorized Processing can take place. This security is set up in such a way that it complies with the state of the art.

If there is nevertheless a suspicion of unauthorised Processing, HRorganizer will take measures to limit the consequences and will inform the Client of the nature, scope and consequences of the unauthorised Processing.

Since the Processing takes place on behalf of the Client, it is the Client who is obliged to report any data breach.

Indemnity

The Client indemnifies HRorganizer against any claim by third parties, including the Data Subjects, against HRorganizer in relation to the Processing operations.

Audit

The Client has the right to have an audit conducted by an independent expert in order to establish that HRorganizer complies with the General Data Protection Regulation in the performance of this Agreement.

Other provisions

If it appears that any part of these terms and conditions or the Agreement does not comply with statutory provisions, the worst consequence thereof is that the provision in question does not apply, if it is not possible to establish an interpretation of the provision that does comply with the law.

The Agreement is governed by Dutch law. Disputes on the content and/or interpretation of the Agreement will initially be submitted to the District Court of Gelderland, Arnhem location, as the competent court for the place in which HRorganizer has its registered office.