



# HRorganizer

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## Data Processing Agreement

### Introduction

The nature of the services provided by 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 data processing operations as stipulated by the General Data Protection Regulation (GDPR).

### Definitions

**Data Processing Agreement** - The general Data 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 registered 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, combining, blocking, deletion or destruction of data.

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## **Applicability and duration**

This agreement applies to any agreement between the Client and HRorganizer. Given the nature of the agreement, this Processing Agreement will be valid until the moment HRorganizer no longer carries out any Data Processing operations for the Client. At the end of the last agreement, HRorganizer starts the removal of the Personal Data.

## **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 Personal data includes, but is not limited to, general identifying data, social data such as gender, age and country of origin, and data concerning the skills, knowledge and experience such as education and work experience.

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

## **Objective**

The Personal data is used for analysis and evaluation, in accordance with the Agreement concluded with the Client. Non-identifiable statistical data derived from this Personal data will also be added to the data used for the functioning of the software.

## **Restriction**

HRorganizer uses Microsoft as a third party (sub)processor. The data processing and security terms in observance of the Data Protection Act (GDPR) can be found in the document: "Microsoft Products and Services Data Protection Addendum (DPA)" at the following link: <http://aka.ms/dpa>. Without written consent of the Client there will be no sub-processing with another third party.

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.

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## **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 Client shall bear the costs of cooperating in these rights.

## **Security & Privacy**

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

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

HRorganizer will only collect the necessary data to be able to provide their services. There is a yearly review of the process and HRorganizer is open to suggestions from the Client as well as Data Subjects to evaluate and adjust this process.

Personal data is not kept longer than required by law. At the request of the Client or the Data Subject, personal data may be destroyed earlier, always in accordance with the law. In the context of privacy, HRorganizer will not keep personally identifiable data longer than necessary for the purpose for which this data was provided. Anonymized and aggregated data will be stored and used to improve the service and to produce processing statistics.

Since the Processing takes place on behalf of the Client, it is the Client who is liable to report a data breach if necessary.



## **Indemnity**

In the case that HRorganizer did not observe the relevant legislation, regulations or security requirements in this Data Processing Agreement, HRorganizer will safeguard the Client of damages, fines and claims of third parties as a result of this negligence.

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

## **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.

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### **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 location in which HRorganizer has its registered office.