

LEAD Conservation

DATA PROTECTION

Data Processing Agreement

Governing the processing of personal data within the myLEAD platform, made under Article 28 of the General Data Protection Regulation (EU) 2016/679.

CONTROLLER

[Partner organisation legal name] (“the Controller”)

PROCESSOR

LEAD Conservation Foundation (“LEAD”, “the Processor”)

§ The Parties

This Data Processing Agreement (the “Agreement” or “DPA”) is entered into between:

Controller	[Partner organisation legal name] , a [legal form] registered in [country] under registration number [number] , with its registered office at [registered address] , represented by [name, title] .
Processor	LEAD Conservation Foundation, a foundation (<i>stichting</i>) established under the laws of the Netherlands, with its registered office at [registered address] , registered with the Netherlands Chamber of Commerce (KvK) under number [KvK number] , represented by [name, title] .

The Controller and the Processor are referred to individually as a “Party” and together as the “Parties”.

A. LEAD provides the Controller with access to the myLEAD platform and related training, certification and capacity-development services (the “Services”), under which LEAD processes personal data relating to the Controller’s personnel.

B. In respect of that personal data the Controller acts as data controller and LEAD acts as data processor within the meaning of the GDPR.

C. The Parties enter into this Agreement to comply with Article 28(3) GDPR and to set out the terms on which LEAD processes personal data on behalf of the Controller.

1 Definitions

- 1 “**GDPR**” means Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data.
- 2 “**Personal data**”, “**processing**”, “**data subject**”, “**controller**”, “**processor**”, “**sub-processor**” and “**personal data breach**” have the meanings given to them in the GDPR.
- 3 “**Personnel Data**” means the personal data processed by LEAD on behalf of the Controller under the Services, as described in **Annex 1**.
- 4 “**Sub-processor**” means any third party engaged by LEAD to process Personnel Data on behalf of the Controller.
- 5 References to a clause or Annex are to a clause of, or Annex to, this Agreement, which form an integral part of it.

2 Subject matter, roles and duration

- 1 This Agreement applies to all processing of Personnel Data carried out by LEAD on behalf of the Controller in connection with the Services.
- 2 The Controller is the controller and LEAD is the processor in respect of the Personnel Data. The subject matter, duration, nature and purpose of the processing, the types of personal data and the categories of data subjects are set out in **Annex 1**.
- 3 This Agreement takes effect on the date of last signature and remains in force for as long as LEAD processes Personnel Data on behalf of the Controller. Clauses which by their nature should survive termination (including those on confidentiality, return and deletion, and liability) survive.
- 4 Where there is any conflict between this Agreement and any other agreement between the Parties, this Agreement prevails in respect of data protection matters.

3 Obligations of the Processor

LEAD shall, in respect of the Personnel Data:

- 1 **Documented instructions.** Process the Personnel Data only on the Controller's documented instructions, including with regard to international transfers, unless required to do otherwise by EU or Member State law, in which case LEAD shall inform the Controller of that legal requirement before processing, unless that law prohibits such notification. This Agreement and the Controller's use of the Services constitute the Controller's complete documented instructions. LEAD shall immediately inform the Controller if, in its opinion, an instruction infringes the GDPR.
- 2 **No unauthorised use.** Not process the Personnel Data for any purpose other than performing the Services, and never sell the Personnel Data or share it with funders, donors or other third parties except on the Controller's documented instructions or as required by law. Any reporting to third parties is carried out only in aggregated or anonymised form that does not identify individual data subjects.
- 3 **Confidentiality.** Ensure that persons authorised to process the Personnel Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality, and limit access to those who need it to perform the Services.
- 4 **Security.** Implement and maintain the appropriate technical and organisational measures set out in **Annex 2** to ensure a level of security appropriate to the risk, in accordance with Article 32 GDPR.
- 5 **Sub-processors.**
 - 5.1 The Controller grants LEAD general authorisation to engage the Sub-processors listed in **Annex 3**.
 - 5.2 LEAD shall inform the Controller of any intended addition or replacement of a Sub-processor, giving the Controller a reasonable opportunity to object on reasonable data-protection grounds.
 - 5.3 LEAD shall impose on each Sub-processor, by written contract, data-protection obligations equivalent to those in this Agreement, and remains fully liable to the Controller for the performance of each Sub-processor's obligations.
- 6 **Assistance with data subject rights.** Taking into account the nature of the processing, assist the Controller by appropriate technical and organisational measures, insofar as possible, in fulfilling the Controller's obligation to respond to requests from data subjects exercising their rights under Chapter III GDPR. Where a data subject contacts LEAD directly, LEAD shall promptly forward the request to the Controller and shall not respond except on the Controller's instructions.
- 7 **Assistance with compliance.** Assist the Controller in ensuring compliance with its obligations under Articles 32 to 36 GDPR (security, breach notification, data protection impact assessments and prior consultation), taking into account the nature of the processing and the information available to LEAD.
- 8 **Breach notification.** Notify the Controller without undue delay, and in any event within **forty-eight (48) hours**, after becoming aware of a personal data breach affecting the Personnel Data, and provide the Controller with sufficient information to allow it to meet its own notification obligations, including the nature of the breach, the categories and approximate number of data subjects affected, the likely consequences and the measures taken or proposed.
- 9 **Return and deletion.** At the Controller's choice, delete or return all Personnel Data to the Controller after the end of the provision of the Services, and delete existing copies, unless EU or Member State law requires storage. LEAD shall confirm deletion in writing on request.
- 10 **Records and audits.** Make available to the Controller all information necessary to demonstrate compliance with Article 28 GDPR, and allow for and contribute to audits, including inspections, conducted by the Controller or an auditor it mandates. The Controller shall give reasonable notice, audits shall take place during normal business hours and no more than once per year (save where required by a supervisory

authority or following a breach), and the Parties shall bear their own costs. LEAD may satisfy this obligation by providing an up-to-date third-party certification or audit report where available.

4 Obligations of the Controller

- 1 The Controller warrants that it has a valid lawful basis for the processing of the Personnel Data and that it has provided all notices and obtained any consents required to enable LEAD to process the Personnel Data lawfully under this Agreement.
- 2 The Controller is responsible for the accuracy of the Personnel Data it provides and for the lawfulness of its instructions to LEAD.
- 3 The Controller shall use the access controls provided within the Services responsibly, including keeping its account credentials secure and managing the access rights of its own users.

5 International transfers

- 1 The Personnel Data is hosted within the European Economic Area (EEA). LEAD shall not transfer Personnel Data to a country outside the EEA without the Controller's instruction or authorisation.
- 2 Where the Services necessarily involve access to Personnel Data from a country outside the EEA (including by the Controller's own personnel), or where a Sub-processor is located outside the EEA, such transfer shall be carried out only where an adequacy decision applies or subject to appropriate safeguards under Chapter V GDPR, including the European Commission's Standard Contractual Clauses, which are incorporated into this Agreement by reference where applicable.

6 Liability

- 1 Each Party is liable for damage caused by processing that infringes the GDPR in accordance with Article 82 GDPR. Any limitation or exclusion of liability agreed in the principal agreement between the Parties applies to claims under this Agreement, save where such limitation is not permitted by applicable law.

7 Term, termination and survival

- 1 This Agreement remains in force for the duration of the Services. Termination of the Services terminates this Agreement, subject to the survival of clauses 3.9 (return and deletion), 3.3 (confidentiality) and 6 (liability).
- 2 The Parties may vary this Agreement in writing, and shall do so where necessary to reflect changes in applicable data-protection law.

8 Governing law and jurisdiction

- 1 This Agreement is governed by the laws of the Netherlands, without prejudice to the mandatory application of the GDPR.
- 2 Any dispute arising out of or in connection with this Agreement shall be submitted to the competent court of **[Amsterdam / the Processor's registered seat]**, the Netherlands, unless otherwise required by mandatory law.

§ Signatures

The Parties have agreed the terms of this Data Processing Agreement and execute it through their authorised representatives.

FOR THE CONTROLLER

Signature

Name & title

Organisation · Date

FOR THE PROCESSOR — LEAD
CONSERVATION

Signature

Name & title

LEAD Conservation Foundation · Date

ANNEX 1

Details of the processing

Subject matter	Processing of personal data relating to the Controller's personnel for the administration of the myLEAD platform and LEAD's training, certification and capacity-development Services.
Duration	For the duration of the Services and until return or deletion in accordance with clause 3.9.
Nature & purpose	Storage, organisation, retrieval, use and transmission of Personnel Data to: register and manage personnel; allocate and track development pathways and course places; record assessments, eligibility and certification; coordinate training; and produce aggregated, anonymised reporting on programme outcomes.
Categories of data subjects	The Controller's rangers, instructors, candidates, managers and other personnel enrolled in or administering the Services.
Types of personal data	Identity and contact details (name, role, organisation, contact information); employment / engagement status and unit or post; training and certification records, qualifications and course history; assessment outcomes, competency stage and eligibility status; pathway and course-place allocations; account and audit metadata (user actions, timestamps, log-in records).
Special category data	The Services are not intended to process special categories of personal data (Article 9 GDPR). The Controller shall not enter such data into the platform except where expressly agreed and subject to appropriate safeguards.
Frequency	Continuous, for the duration of the Services.

ANNEX 2

Technical and organisational security measures

LEAD maintains the following measures, reviewed and updated as the Services and the state of the art evolve, in accordance with Article 32 GDPR.

Access control

- Role-based access control: each organisation's users can access only their own organisation's Personnel Data, on a least-privilege basis.
- Individual named accounts; multi-factor authentication for LEAD administrative access.
- Prompt revocation of access on change of role or departure.

Encryption and data protection

- Encryption of Personnel Data in transit using current TLS, and at rest.
- Data minimisation: only data necessary for the Services is collected and retained.

Accountability and audit

- An audit trail recording changes to personnel records, including the actor, action and timestamp.
- Logging and monitoring of system and administrative activity.

Resilience and recovery

- Regular encrypted backups with tested restoration procedures.
- Measures to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems.

Organisational measures

- Confidentiality undertakings and data-protection training for personnel with access.
- Vendor and Sub-processor due diligence and written data-protection terms.
- A documented personal data breach response process.
- Hosting on infrastructure operated to recognised security standards (ISO/IEC 27001), with formal certification of LEAD's own management system on its roadmap.

ANNEX 3

Approved sub-processors

Sub-processor	Service provided	Location
Parego B.V.	Platform development, infrastructure and hosting	Netherlands (EEA)
[Cloud hosting provider]	[Underlying cloud infrastructure]	[EEA region]
[Email / notification provider, if used]	[Transactional email]	[Region]

The current list of Sub-processors is maintained by LEAD and made available to the Controller on request. LEAD will notify the Controller of changes in accordance with clause 3.5.

About this template. This Data Processing Agreement is a template prepared for completion per partner organisation. Bracketed fields marked **[like this]** must be completed before signature, and the Sub-processor list confirmed. It is provided for convenience and does not constitute legal advice; LEAD recommends review by qualified legal counsel before execution. Data protection enquiries: privacy@leadconservation.org.