

Data Processing Agreement (DPA) Template

Between Codeex CJSC and [Partner Name]

1. Parties

This Data Processing Agreement (“Agreement”) is made between:

- **Data Controller:** Codeex CJSC, Tigran Mets 62/3, 0018 Yerevan, Armenia
Contact: info@codeex.io
 - **Data Processor:** [Processor Company Name]
Address: [Partner Address]
Contact: [Partner Contact Person & Email]
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2. Subject Matter and Duration

- The Processor shall process personal data on behalf of the Controller for the purpose of: **[purpose]**.
 - This Agreement is effective from **[Start Date]** and shall remain in effect until terminated or replaced.
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3. Nature and Purpose of Processing

- **Type of Data Subjects:** e.g., employees, clients, end-users
 - **Categories of Personal Data:** e.g., names, emails, IP addresses, financial records
 - **Purpose of Processing:** e.g., hosting, development, analytics, support services
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4. Processor Obligations

The Processor agrees to:

- Process data **only** on documented instructions from the Controller
- Ensure that persons authorized to process personal data are bound by confidentiality

- Implement appropriate **technical and organizational security measures**
 - Assist the Controller in responding to data subject requests
 - Assist in audits, DPIAs, and breach investigations
 - Delete or return all personal data upon termination of services
 - Notify the Controller **without undue delay (within 24 hours)** in the event of a personal data breach
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5. Sub-Processors

- The Processor may not engage another sub-processor without prior written consent from the Controller.
 - If approved, the sub-processor must be bound by the same data protection obligations.
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6. International Data Transfers

- Personal data may only be transferred outside the EEA if appropriate safeguards are in place (e.g., Standard Contractual Clauses).
 - The Processor must inform the Controller of all international transfers.
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7. Security Measures

The Processor must implement security measures appropriate to the risk, including (as applicable):

- Encryption of data
 - Access controls and authentication
 - Regular vulnerability assessments
 - Data backup and recovery systems
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8. Liability

- Each party shall be liable for damages caused by its own processing violations.
 - Nothing in this Agreement shall relieve either party of its responsibilities under GDPR.
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9. Termination

- Upon termination of this Agreement, the Processor shall:
 - Delete or return all personal data and certify completion
 - Revoke access rights immediately
 - Cooperate in any transitional arrangements
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10. Governing Law and Jurisdiction

- This Agreement shall be governed by the laws of **[Insert Country, e.g., Republic of Armenia or applicable EU jurisdiction]**.
 - Disputes shall be resolved in the courts of **[Insert city/country]**.
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11. Signatures

Party	Name	Title	Signature	Date
Codeex CJSC				
[Partner Name]				