Data Processing Agreement	数据处理协议
THIS DATA PROCESSING AGREEMENT (the "Agreement") is made and entered into as of [DATE] (the "Effective Date") by and between [Company Name] located at [Address] ("Controller") and [name of Processor] ("Processor") (individually, a "Party"; collectively, the "Parties").	本数据处理协议（"协议"）订于 [日期]（"生效日期"），协议双方为 [公司名称]，位于 [地址]（"控制者"），与 [处理者名称]（"处理者"）（单独称为"一方"，合称"双方"）。
Article 1 - Definitions.	第 1 条——定义。
1. The following terms have the meanings set out below:	1. 以下术语应具有下文规定的含义：
a. **Personal Data**: Means any Information relating to an identified or identifiable natural person ('data subject'); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of the natural person;	a. **个人数据**：指与已识别或可识别的自然人（"数据主体"）相关的任何信息；可识别的自然人指能够被直接或间接识别的人，特别是通过姓名、身份证号码、位置数据、在线标识符等标识符或自然人的身体、生理、遗传、精神、经济、文化或社会身份的一个或多个特定因素进行识别；
	b.
b. **Processing**: Means any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure, or destruction;	a. **处理**：指通过自动方式或其他方式对个人数据或个人数据集进行的一次或一组操作，例如收集、记录、整理、结构化、存储、改编或更改、检索、查询、使用、以传输、传播或以其他方式提供的披露、排列或组合、限制、删除或销毁。
	c.
c. **Controller:** Means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of personal data;	a. **控制者**：指单独或与其他人共同确定个人数据处理目的和方式的自然人、法人、公共机关、机构或其他团体。
	d.
d. **Processor:** Means a natural or legal person, public authority, agency or other body which processes personal data on behalf of the controller;	a. **处理者**：指代表控制者处理个人数据的自然人或法人、公共机关、机构或其他团体。
	e.
e. **Sensitive Personal Data**: Any Information revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, genetic data, biometric data, data concerning health or data concerning a natural person's sex life or sexual orientation, or Information relating to criminal convictions and offences;	a. **敏感个人数据**：指显示种族或民族血统、政治观点、宗教或哲学信仰或工会成员身份的任何信息，遗传数据、生物特征数据、健康数据或有关自然人的性生活或性取向的数据，或刑事定罪和犯罪相关信息；
	f.
f. **Approved Countries**: Refers to the approved countries which by the European Commission's decision provide an adequate level of protection of EU citizen's personal data;	a. **获准国家**：指欧洲委员会认定能够为欧盟公民的个人数据提供提供充分保护水平的获准国家；
	g.
g. **Personal Data Breach**: Means a breach of security leading to the accidental or unlawful destruction, loss, alteration, disclosure of, or access to, personal data transmitted, stored or otherwise processed;	a. **个人数据泄露**：指违反安全规定，导致传输、存储或以其他方式处理的个人数据意外或非法损毁、丢失、篡改、披露或访问；
	h.
h. **Supervisory Authority**: Means an independent public authority which is established by a Member State pursuant to Article 51;	a. **监管机关**：指成员国依据第 51 条设立的独立公共机关；
	i.
i. **Sub-processor**: Any entity which processes Information on behalf of the Processor.	a. **分处理者**：代表处理者处理信息的任何实体。

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Article 2: Term.	第 **2** 条：期限。
1. The term of this Agreement (the "Term") shall commence on the Effective Date and continue until either party terminates the Agreement. Either party may terminate this agreement for convenience 30 days after providing written notice of termination.	1. 本协议期限（"期限"）应自生效日期开始，持续至任何一方终止本协议。任何一方均可在发出书面终止通知后 30 日为了方便而终止本协议。
2. When tasks conferred on the Processor have been completed, the Processor shall, at the Controller's written request, return files containing collected (personal) data and immediately destroy any copies of the Controller's personal data. Copies of personal data that are included in the Processor's back-up routine must be removed by the Processor as soon as possible, at the latest within 12 months after the termination of this Agreement, unless the Controller wants such data to be retained for a longer period of time.	2. 处理者完成赋予处理者的任务时，应按控制者的书面请求归还含有所收集的（个人）数据的文件，并立即销毁控制者个人数据的任何副本。处理者必须尽快删除处理者备份例程中的个人数据副本，最晚应在本协议终止后 12 个月内，除非控制者希望将此等数据保存更长期限。
3. The Processor shall declare, at the Controller's request, that the data has been erased. If the Processor has engaged a Sub-processor, with the Controller's permission, the Processor shall inform such Sub-processor of the instruction to erase data and instruct him to act in accordance with the provisions contained herein.	3. 处理者应在控制者要求时，声明已删除数据。如果处理者经控制者许可聘请了分处理者，处理者应将删除数据的指示告知该分处理者，并要求分处理者按本协议条款行事。
Article 3: Purpose of Processing.	第 **3** 条：处理目的。
1. The purpose of processing of the categories of personal data as described in Article 4 (**Categories of Personal Data Involved**) by the Processor is for [insert here relevant purpose]. The same personal data may also be used by the Processor for the sole purpose of [insert here relevant purpose, if appropriate].	1. 处理者处理第 4 条（**相关个人数据的类型**） 所述类别的个人数据的目的是 [此处插入相关问题]。处理者还可将这些个人数据用于唯一目的 [如恰当，此处插入相关目的]。
Article 4: Categories of Personal Data Involved.	第 **4** 条：涉及的个人数据类型。
1. The category of personal data involved is solely related to Identifying Information, namely:	1. 涉及的个人数据类型仅与识别信息有关，即：
a. Individual name and last name;	a. 个人姓名；
b. Company name;	b. 公司名称；
c. Company address;	c. 公司地址；
d. Job function;	d. 工作职位；
e. Email address;	e. 电子邮箱地址；
f. [complete list as appropriate/delete items as appropriate]	f. [填写相关列表/删除相关项目]
Article 5: Categories of Data Subjects Involved.	第 **5** 条：涉及的数据主体类型。
1. The Data Subjects involved are [insert relevant here; e.g. clients of [Company Name]].	1. 涉及的数据主体指 [此处插入例如，[公司名称] 客户]。

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Article 6: Rights of the Controller.	第 6 条：控制者的权利。
1. The Controller, or the Controller's designee, has the right to audit and inspect the Processor's premises and policies to make sure the Processor complies with the requirements in this Agreement.	1. 控制者或控制者指定人员有权审计和检查处理者的场所和政策，确保处理者遵守本协议要求。
Article 7: Engagement of Sub-processors within the European Union	第 7 条：欧盟内的分处理者聘请
1. The Processor is not permitted to engage the services of a Sub-processor in the context of this agreement without the Controller's express prior permission in writing.	1. 未经控制者事先明确书面许可，处理者在本协议范围内不得使用分处理者的服务。
2. The Controller may make the engagement of a sub-processor for the performance of this Agreement conditional on the fulfilment of certain requirements.	2. 在满足某些要求的前提下，控制者可聘请分处理者履行本协议。
3. A Sub-processor must give sufficient guarantees with respect to the use of appropriate technical and organisational measures to ensure the processing takes place in accordance with this Agreement and the GDPR.	3. 分处理者必须就相关技术和组织措施的使用作出充分保证，以确保根据本协议和 GDPR 进行处理。
4. If the Processor has engaged a Sub-processor, the Processor shall be fully liable for the fulfilment of all obligations. However, if the Controller has made it compulsory for the Processor to cooperate with certain Sub-processors for the performance of the services agreed upon in this agreement, the Processor shall not be liable for such Sub-processors.	4. 如果处理者聘请分处理者，处理者应对所有义务的履行承担全部责任。但是，如果控制者强制要求处理者与某些分处理者合作执行本协议中约定的服务，则处理者无需对这些分处理者负责。
5. The Processor shall conclude a written agreement with the Sub-processor which imposes the same obligations on such third party as are imposed on the Processor under this Agreement, so that the Sub-processor is also bound by these provisions.	5. 处理者应与分处理者订立书面协议，规定该第三方应履行本协议项下处理者应履行的相同义务，使分处理者也受这些规定制约。
6. The Processor shall keep a list of Sub-processors which shall specify the activities to be carried out.	6. 处理者应保存一份分处理者名单，其中具体说明须开展的活动。
Article 8: Engagement of Sub-processor outside the European Union	第 8 条：欧盟外的分处理者聘请
1. If the Processor wishes to process the personal data outside of the European Union, it may do so in countries that are classified by the European Commission as countries that provide an adequate level of protection as a result of additional measures.	1. 如果处理者希望在欧盟之外处理个人数据，此类欧盟之外的国家必须是欧洲委员会归类为能够通过额外措施提供充分保护水平的国家。
2. The Processor may also process personal data outside the European Union in countries without an adequate level of protection, only on the basis of written explicit consent of the Controller or based on contractual clauses that enforce secure data processing according to the provisions in this Agreement.	2. 处理者还可在欧盟之外的没有充分保护水平的国家处理个人数据，但必须取得控制者的明确书面同意或根据根据本协议规定强制执行安全数据处理的合同条款进行处理。
3. A Sub-processor must give sufficient guarantees with respect to the use of appropriate technical and organisational measures to ensure that the processing takes place in accordance with the provisions of this Agreement and the GDPR.	3. 分处理者必须就相关技术和组织措施的使用作出充分保证，以确保根据本协议和 GDPR 的规定进行处理。
4. If the Processor has engaged a Sub-processor, the Processor shall be fully liable for the fulfilment of all obligations. However, if the Controller has made it compulsory for the Processor to cooperate with certain Sub-processors for the performance of the services agreed upon in this agreement, the Processor shall not be liable for such Sub-processors.	4. 如果处理者聘请分处理者，处理者应对所有义务的履行承担全部责任。但是，如果控制者强制要求处理者与某些分处理者合作执行本协议中约定的服务，则处理者无需对这些分处理者负责。

5. The Processor shall conclude a written agreement with the Sub-processor which imposes the same obligations on such third party as are imposed on the Processor under this Agreement, so that the Sub-processor is also bound by these provisions.	5. 处理者应与分处理者订立书面协议，规定该第三方应履行本协议项下处理者应履行的相同义务，使分处理者也受这些规定制约。
6. The Processor shall keep a list of Sub-processors which shall specify the activities to be carried out.	6. 处理者应保存一份分处理者名单，其中具体说明须开展的活动。
Article 9: Processor's Obligations.	第 9 条：处理者的义务。
1. The Processor agrees and warrants that it will:	1. 处理者同意并保证：
a. Only process personal data in accordance with this Agreement and the Controller's documented instructions.	a. 仅根据本协议和控制者的书面指示处理个人数据。
b. Process personal data in accordance with the EU GDPR and with the privacy and security laws and regulations in the Member State in which it is established.	b. 根据欧盟 GDPR 以及成立所在的成员国的隐私和安全法律和法规处理个人数据。
c. Not transfer personal data to another organisation without the Controller's documented approval.	c. 未经控制者的书面批准不得将个人数据传输给其他组织。
d. Implement appropriate technical, physical, and organisational security measures to reasonably ensure the confidentiality, integrity, and availability of personal data processed pursuant to this Agreement.	d. 实施恰当的技术、物理和组织安全措施，合理确保根据本协议处理的个人数据的保密性、完整性和可用性。
e. Not use a Sub-processor to process personal received from the Controller without documented approval from the Controller in accordance with Articles 7 and 8 of this Agreement. If the Controller provides documented approval for the Data Processor to use a Sub-processor to process personal data, then the Sub-processor must provide the Controller with written proof that it will comply with Article 9. **Processor's Obligations**, and Article 10. **Confidentiality** as if it were a Data Processor.	e. 未根据本协议 7 条和第 8 条取得控制者的书面批准，不得使用分处理者处理从控制者处接收的个人数据。如果控制者书面批准数据处理者使用分处理者处理个人数据，则分处理者必须向控制者提供其会如同数据处理者一样遵守第 9 条**处理者的义务**和第 10 条**保密**之规定的书面证明。
f. Notify the Controller when any law or legal requirement prevents the Processor from fulfilling its obligations under this Agreement, or from complying with the Controller's instructions. In either situation, Controller may suspend the processing of personal data by the Processor and may terminate any further processing pursuant to this Agreement.	f. 任何法律或法律要求导致处理者无法履行其在本协议项下的义务或控制者的指示时，通知控制者。在前述任一情况中，控制者可暂停处理者对个人数据的处理，并终止本协议项下的任何进一步处理。
g. Maintain internal records of all processing activities conducted on behalf of the Controller. At a minimum, such records will list the categories of personal data the Processor processes pursuant to this Agreement and the methods used to reasonably preserve the confidentiality, integrity, and accessibility of such personal data.	g. 做好代表控制者执行的所有处理活动的内部记录。这些记录至少须列明处理者根据本协议处理的个人数据的类型，以及为了合理保护该个人数据的保密性、完整性和可访问性而使用的方法。
h. Make available to the Controller all information necessary to demonstrate the Processor's compliance with its obligations under this Agreement. The Processor shall permit, and contribute to, audits and inspections conducted by the Controller or any auditor appointed by the Controller for the purposes of verifying the Processor's compliance with its obligations under this Agreement.	h. 向控制者提供所有必要信息，证明处理者遵守了其在本协议项下的义务。处理者应准许并协助控制者或控制者委任的任何审计师进行审计和检查，以验证处理者遵守其在本协议项下的义务的情况。

2. Immediately notify the Controller, in writing, of the following:	2. 如发生以下事项，立即以书面形式通知控制者：
a. A Data Subject's request to access, rectify, erase, transport, object to, or restrict personal data processed pursuant to this Agreement;	a. 数据主体请求访问、更正、删除、传输本协议项下的个人数据或反对或限制处理该个人数据；
b. Any request or complaint received from the Data Controller's customers or employees;	b. 收到数据控制者客户或员工的任何请求或投诉；
c. Any question, complaint, investigation, or other inquiry from a Supervisory Authority; and	c. 监管机构提出任何问题、投诉或进行任何调查或询问；以及
d. Any request for disclosure of personal data from a public entity related in any way to Data Processor's processing of personal data under this Agreement.	d. 公共实体提出与数据处理者在本协议项下的个人数据处理有任何关系的个人数据披露请求。
e. The Processor will assist the Data Controller in fulfilling its obligations to respond to (a)-(d) above.	e. 处理者将协助数据控制者履行义务，以回应上文 (a)-(d) 项。
f. Cooperate with the Controller to comply with local and regional privacy and security laws and regulations and this Agreement.	f. 配合控制者遵守当地和地区的隐私及安全法律法规以及本协议。
g. Upon termination of this Agreement or upon the Controller's request to delete or return personal, the Processor will delete or return existing copies of personal data within 12 months in accordance with Article 2(2) – (3) (**Term)** of this Agreement, unless local law requires storage of the personal data. In instances where local law requires the Processor to store personal data, the Data Processor will protect the confidentiality, integrity, and accessibility of the data; will not actively process the personal data anymore; and will continue to comply with this Agreement.	g. 本协议终止后或控制者要求删除或归还个人数据时，处理者应根据本协议第 2(2) – (3) 条（**期限**）在 12 个月内删除或归还个人数据的现有副本，除非当地法律要求存储该个人数据。如果当地法律要求处理者存储个人数据，数据处理者应保护数据的机密性、完整性和可访问性；不再主动处理个人数据；并继续遵守本协议。
Article 10: Confidentiality.	第 10 条：保密。
1. By virtue of Article 34(4) of the GDPR, the Processor, its staff and third parties engaged by it are subject to an obligation of secrecy with respect to the personal data that come or may have come to their knowledge.	1. 根据 GDPR 第 34(4) 条，处理者及其员工和雇佣的第三方对于获知或可能获知的个人数据负有保密义务。
2. All personal data subject to this Agreement is confidential. In connection with the performance of this Agreement, either Party (each a "**Recipient**") may have access to or be provided with confidential personal data of the other Party (the "**Discloser**"). The Recipient shall use the personal data of the Discloser solely in connection with the performance of this Agreement. The Recipient shall limit its disclosure of the personal data to Recipient's directors, officers, and employees that need such personal data pursuant to this Agreement.	2. 本协议项下的所有个人数据都是保密性质。关于本协议的履行，任何一方（"**接收方**"）有权访问或接收另一方（"**披露方**"）的保密个人数据。接收方仅可将披露方的个人数据用于履行本协议。接收方只能将个人数据披露给为了履行本协议而需要此等个人数据的接收方董事、高管和员工。
3. The Recipient is responsible for compliance with the terms and conditions of this Agreement by its directors, officers, and employees.	3. 接收方应对其董事、高管和员工遵守本协议条款和条件的情况负责。
4. The Recipient will protect the personal data from unauthorized use, access, or disclosure in the same manner as the Recipient protects its own confidential	4. 接收方应以保护其自身类似性质的机密个人数据的相同方式（但任何情况下不得低于合理审慎程度）保护个人数据，避免非授权使用、访问或披露。

personal data of a similar nature but in any event with no less than reasonable care.	
5. The Recipient shall certify the destruction of all copies of the Discloser's personal data upon request of the Discloser, with the exception that the Recipient may maintain one copy of the Discloser's personal data solely to the extent necessary for the Recipient to comply with laws or regulations applicable to such Recipient (and the Recipient shall destroy such retained personal data of Discloser after the legal or regulatory retention period expires or otherwise no longer exists).	5. 接收方须应披露方的要求证明已销毁披露方个人数据的所有副本，但接收方为了遵守适用于该接收方的法律或法规而需要时，可保留披露方个人数据的一份副本（接收方应在法定保存期到期或不再存在后销毁所保留的披露方个人数据）。
6. The Recipient's obligations under this section shall continue for a period of 12 months after the expiration or termination of this Agreement.	6. 接收方在本条项下的义务在本协议到期或终止后继续有效 12 个月。
Article 11: Liability.	第 11 条：责任。
1. Subject to the next paragraph and its subsections, neither Party will be liable to the other for any consequential, special, exemplary, or punitive damages (including damages for loss of data, revenue, and/or profits) whether foreseeable, or unforeseeable, arising out of this Agreement regardless of whether the liability is based on breach of contract, tort, strict liability, breach of warranties or otherwise.	1. 在下一段及其子条款的制约下，对于本协议导致的任何可预见或不可预见的后果性、特殊、惩戒性或惩罚性损害赔偿（包括数据、收益和/或利润损失的损害赔偿），任何一方均不对另一方负责，不论该责任是基于违约、侵权、严格责任、违反保证或其他原因而产生的。
	2.上述责任限制不适用于以下责任：
2. The limitations on liability set forth above do not apply to liability arising from:	
a. the Processor's and Sub-processor's duty to indemnify the Controller for third-party claims under this Agreement;	a. 处理者和分处理者就本协议项下的第三方索赔赔偿控制者的责任；
b. the Processor's or the Sub-processor's breach of Article 9 (**Processor's Obligations**) or Article 10 (**Confidentiality**) under this Agreement; or	b. 处理者或分处理者违反本协议第 9 条（**处理者的义务**）或第 10 条（**保密**）；或
c. Fraud.	c. 欺诈。
Article 12: Indemnification.	第 12 条：赔偿。
1. The Processor will defend, indemnify, and hold the Controller, its affiliates, and their respective successors, directors, officers, employees, and agents harmless from and against all claims, actions, demands, or legal proceedings of any kind for all damages, taxes, penalties, fines, costs, losses, liabilities, and fees (including attorney fees) incurred by the Processor's or Sub-processor's negligent or willful acts or omissions that violate the terms of this Agreement.	1. 因处理者或分处理者违反本协议条款的过失行为或故意行为或疏忽而导致任何索赔、诉讼、诉求或法律程序时，处理者应为控制者、其关联方以及各自的继任人、董事、高管、员工和代理人辩护，赔偿其因此而产生的所有损害、税款、罚款、处罚、成本、损失、责任和费用（包括律师费），并确保其不因此而受到损害。
_____ Representative of Controller	_____ 控制者代表
_____ Signature	_____ 签名

Date	日期
Representative of Processor	处理者代表
Signature	签名
Date	日期