**PERSONAL DATA PROCESSING AGREEMENT**

\_\_\_\_ /\_\_\_\_\_/ 202\_ No. \_\_\_\_

Vilnius

**[to be inserted]**, legal entity code **[to be inserted]**, represented by **[to be inserted]**, acting in accordance with **[to be inserted]** (hereinafter referred to as the "PROVIDER"),

and

**Municipal enterprise "Susisiekimo paslaugos",** legal entity code 124644360, represented by **[to be inserted]**, acting under **[to be inserted]** (hereinafter “the RECIPIENT”),

hereinafter collectively referred to as the Parties, and each of them individually referred to as a Party, in order to ensure the proper implementation of the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC ("Regulation"), the Law on Legal Protection of Personal Data of the Republic of Lithuania, as well as of the provisions of other legislation, have entered into the following Personal Data Processing Agreement (hereinafter "the Agreement").

1. **SUBJECT MATTER OF THE AGREEMENT**
   1. The PROVIDER undertakes to provide the RECIPIENT with the data processed by the PROVIDER, as specified in Annex 1 to the Agreement, "Terms and Conditions of Data Provision" (hereinafter "Personal Data"), under the terms and conditions set out in the Agreement, and the RECIPIENT undertakes to use the received Personal Data for the purpose, terms and conditions set out in the Agreement.
2. **LEGAL BASIS FOR THE PROVISION OF PERSONAL DATA**
   1. The PROVIDER shall provide Personal Data to the RECIPIENT in accordance with *Article 6(1)(e) of the Regulation*.
   2. The RECIPIENT shall receive Personal Data from the PROVIDER in accordance with *Article 6(1)(e) of the Regulation*.
3. **PURPOSE OF THE PROVISION AND USE OF PERSONAL DATA**
   1. The PROVIDER undertakes to provide Personal Data to the RECIPIENT, and the RECIPIENT undertakes to use such Personal Data for the purpose of performance of the Contract for the Provision of Passenger Transportation Services by Local Regular Transport Routes No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter "the Contract on the Provision of Passenger Transportation Services") signed on \_\_\_/\_\_\_/ \_\_\_\_ and for the purpose of verifying the quality of the passenger service.
4. **PROCEDURE FOR PROVIDING PERSONAL DATA**
   1. The PROVIDER undertakes to provide Personal Data to the RECIPIENT in accordance with the terms and conditions and procedure set out in Annex 1 to the Contract, "Terms and Conditions for the Provision of Data".
   2. Neither Party shall have the right to assign its rights and/or obligations under the Contract to third parties, except as provided by law.
5. **SECURITY AND USE OF PERSONAL DATA**
   1. The RECIPIENT undertakes to ensure the protection of the Personal Data received by it at his own means and by his own means, unless otherwise provided for in the Agreement. The RECIPIENT shall be liable for non-compliance with this obligation in accordance with the procedure established by the legislation of the Republic of Lithuania.
   2. The RECIPIENT undertakes not to disclose the Personal Data received and not to provide any other form of access to them to third parties, even after the expiry of the Contract, unless otherwise provided for by the legislation of the European Union or the Republic of Lithuania.
   3. The RECIPIENT undertakes to inform the PROVIDER immediately in writing of any unlawful dissemination or transfer of Personal Data to third parties and to prevent further dissemination.
   4. The PROVIDER shall be liable for the reliability (correctness), completeness, integrity and security of the Personal Data provided until the Personal Data reaches the RECIPIENT. The PROVIDER and the RECIPIENT shall not be liable for possible loss or distortion of the Personal Data provided due to failures of telecommunications networks.
   5. The RECIPIENT shall be liable for the confidentiality and security of the Personal Data received from the moment of receipt of the Personal Data. In the event that a threat to the confidentiality, integrity and availability of the Personal Data provided is detected or reasonably suspected, and if the RECIPIENT does not adequately ensure the security of the Personal Data provided, the PROVIDER shall have the right to suspend the provision of Personal Data and shall immediately inform the RECIPIENT thereof in writing. The RECIPIENT shall inform the PROVIDER of a possible data breach within 2 days at the latest and shall provide all necessary information to enable the PROVIDER to comply with its obligations under the Regulation, and within 5 days of its readiness to comply adequately with the requirements for the protection of personal data set out in the Contract and in the applicable legislation. The PROVIDER may, after assessing the information received from the RECIPIENT, resume the provision of Personal Data or terminate the Agreement, informing of the reasons for the termination.
   6. The PROVIDER and the RECIPIENT shall ensure the protection of the Personal Data provided under the Contract by the security measures specified in Annex 1 to the Contract.
   7. The RECIPIENT undertakes to ensure that its employees performing functions related to the processing of Personal Data are bound by a signed undertaking to keep all Personal Data confidential, to protect the secrecy of the Personal Data and not to use the Personal Data for any purposes other than those set out in clause 3.1 of this Agreement.
   8. The RECIPIENT shall have the right to authorise the processor to process the Personal Data received under the Agreement insofar as it relates to the processing of the Personal Data for the purpose set out in Clause 3.1 of the Agreement.
   9. The RECIPIENT shall have the right to process the Personal Data for no longer than is necessary to process it for the purposes set out in Clause 3.1 of the Agreement. The RECIPIENT undertakes to cease as soon as possible all processing of Personal Data as provided for in this Agreement when the Personal Data are no longer necessary for the purposes of the processing.
   10. Both Parties shall ensure that they properly implement the notification of data subjects whose Personal Data they receive under this Agreement about the processing of their Personal Data as required by the Regulation.
   11. The Parties agree that the responsibility for complying with requests from Data Subjects rests with the Party that receives the Data Subject's request. The Parties further agree to provide such reasonable and expeditious assistance as is necessary for each other to enable them to comply properly with the requests of data subjects and to respond to any other queries or complaints from data subjects.
6. **PROVIDER’S GUARANTEES**
   1. The SUPPLIER warrants and guarantees that:
      1. The Personal Data transferred under this Agreement has been lawfully collected and processed and that such transfer of Personal Data under this Agreement will comply with the requirements of the Regulation and other legislation;
      2. data subjects will be duly informed about the processing of their Personal Data prior to the transfer of their Personal Data to the RECIPIENT;
      3. The RECIPIENT will be notified of any requests from data subjects exercising their rights under the Regulation and, at the RECIPIENT's request, will be assisted in ensuring harmonious communication between the RECIPIENT and the data subject;
      4. Personal data is accurate and true up to the moment of their transmission.
7. **AMENDMENTS, ADJUSTMENTS**
   1. Any change in the legal status, name, address or other particulars of either Party shall be notified in writing to the other Party within 3 working days of the change.
   2. The Parties shall inform each other immediately if they become aware that the Personal Data transmitted is inaccurate or incorrect.
8. **PAYMENT AND BILLING PROCEDURES**
   1. The provision of data under the Agreement is gratuitous.
9. **LIABILITY AND DISPUTE RESOLUTION**
   1. Each Party shall indemnify the other Party against any loss suffered by it in the event that it has failed to properly perform its obligations under this Agreement or has breached the legislation governing the processing of personal data.
   2. A party shall be liable for any direct damages to the other party to the extent that such damages to the other party are caused by the culpable party's improper performance of its contractual obligations or by a breach of the legislation governing the processing of personal data. The guilt of the party is presumed.
   3. Disputes arising out of the Contract shall be settled by agreement between the Parties and, in the event of failure to reach an agreement, in accordance with the procedure established by the legislation of the Republic of Lithuania.
10. **FORCE MAJEURE**
    1. Neither Party shall be liable for total or partial non-performance if it proves that the non-performance is due to force majeure circumstances beyond its control and reasonably foreseeable at the time of conclusion of the Contract and that it could not have prevented the occurrence of such circumstances or consequences.
    2. In the event of force majeure, the Parties shall be guided by the provisions of the Civil Code of the Republic of Lithuania and the Rules for Exemption from Liability in the Event of Force Majeure, approved by the Decree of the Government of the Republic of Lithuania No. 840 of 15 July 1996 on the Approval of the Rules for Exemption from Liability in the Event of Force Majeure.
    3. A Party that is prevented from performing the Contract due to force majeure shall notify the other Party in writing within 5 working days of the occurrence or knowledge of such circumstances, specifying the circumstances that prevent it from performing its contractual obligations and the contractual obligations that it will be prevented from performing.
11. **CONDITIONS FOR VALIDITY AND TERMINATION OF THE CONTRACT**
    1. The Agreement shall enter into force on the date of its signature. If the Parties do not sign the Contract at the same time, it shall enter into force when the subsequent Party signs the Contract, unless the Contract provides otherwise.
    2. The Agreement is valid for an indefinite period.
    3. The Contract shall cease to have effect:
       1. when the Parties agree to terminate the Agreement and this is in accordance with the laws of the Republic of Lithuania;
       2. where one Party terminates the Agreement in accordance with the procedure set out in Clause 9.3;
       3. when the PROVIDER loses the right to process (or use) and the RECIPIENT loses the right to receive the data.
    4. The Contract may be terminated unilaterally at the initiative of the PROVIDER by giving the RECIPIENT 20 working days' written notice if the RECIPIENT fails to comply with the terms of the Contract.
    5. The Contract may be terminated unilaterally at the initiative of the RECIPIENT by giving 20 working days' written notice to the SUPPLIER if the SUPPLIER fails to comply with the essential terms of the Contract.
    6. Amendments and supplements to the Contract shall only come into force by written agreement of the Parties.
    7. In the event of termination of the Agreement, the RECIPIENT shall cease all processing of Personal Data as provided for in this Agreement and shall destroy all copies of the Personal Data, if any, within 30 calendar days and shall notify the PROVIDER thereof within 3 calendar days.
12. **ANNEXES AND COPIES**
    1. All supplements, amendments and annexes to the Agreement shall form an integral part of the Agreement.
    2. Integral part of the Agreement:
       1. Annex 1 "Terms and Conditions of data provision";
    3. The Agreement is drawn up in 2 (two) copies, each having equal legal force, 1 (one) copy for each Party.

**12. PARTICULARS OF THE PARTIES**

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| |  |  | | --- | --- | | **ON BEHALF OF PROVIDER**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (Name, surname, signature) | **ON BEHALF OF RECIPIENT**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (Name, surname, signature) | |

Annex 1 to

Personal Data Processing Agreement No. \_\_\_\_\_

**CONDITIONS FOR PROVIDING DATA**

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| Categories of personal data provided | Video data captured by video cameras installed on the PROVIDER'S public transport vehicles. |
| Procedures (method, format, protocol, identification of systems) and time limits for the provision of personal data | The PROVIDER shall provide video recordings upon individual requests from the RECIPIENT within 2 days of receipt of the request. The PROVIDER shall provide the Personal Data on the FTP server specified by the RECIPIENT. |
| Time limits or schedule for the provision of personal data | At the individual request of the RECIPIENT |
| Feedback procedures (on data accuracy, errors) | If the RECIPIENT detects any incorrect, incomplete or inaccurate Personal Data, the RECIPIENT shall immediately inform thereof the PROVIDER. The PROVIDER undertakes to verify this information, correct the Personal Data and inform thereof the RECIPIENT without delay, but at the latest within 3 working days. |
| Measures taken by each Party to ensure data security | Security measures provided by the PROVIDER: in accordance with the procedures established by the Company.  Security measures provided by the RECIPIENT: in accordance with the procedures established by the Company. |
| Other conditions | The RECIPIENT shall keep the personal data received for 5 working days. After this period, the personal data received shall be permanently destroyed. |

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