**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 “the SUPPLIER”), and

**Municipal enterprise "Susisiekimo paslaugos” SĮ,** 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 individually as a "Party", have entered into this Personal Data Processing Agreement (the "Agreement").

**PREAMBLE**

1. This Agreement governs the provision of personal data held by the Carrier [**to be inserted**] to "Susisiekimo paslaugos” SĮ. The Parties shall act as the PROVIDER and the RECIPIENT, respectively, for the purposes and to the extent of this Agreement. The provision of personal data shall be carried out in relation to the Traffic Management Centre (hereinafter referred to as the "TCC") of the Public Transport Organisation Division of the Public Transport Department of the RECIPIENT, which performs the functions of a central dispatching centre and coordinates all public transport operators in Vilnius City.
2. This Agreement is concluded on the basis of the Contract for the Provision of Services for Transportation of Passengers by Regular Local Transport Routes No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as the "Contract for the Provision of Services for Transportation of Passengers"), signed on \_\_\_ / \_\_\_ / 202\_ (hereinafter referred to as the "Contract for the Provision of Services for Transportation of Passengers"), in accordance with the legal acts regulating the processing of personal data, including, but not limited to, the European Union's General Data Protection Regulation (EU) 2016/679 (hereinafter referred to as "Regulation").
3. **Subject matter of the Agreement**
   1. By the Agreement, the PROVIDER undertakes to provide the RECIPIENT with the personal data processed in the PROVIDER's work planning and accounting system under the terms and procedures laid down in the Agreement, that are specified in Annex 1 "Terms and Conditions of Data Provision" (hereinafter "Personal Data"), and the RECIPIENT undertakes to use the received Personal Data for the purposes, under the terms and conditions and in accordance with the procedure set out in the Agreement.
4. **Legal basis for the provision of PERSONAL data**
   1. The PROVIDER shall provide Personal Data to the RECIPIENT in accordance with *Article 6(1)(f) of the Regulation*.
   2. The RECIPIENT shall receive Personal Data from the PROVIDER in accordance with *Article 6(1)(f) of the Regulation*.
5. **The 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 the Personal Data for the purposes of city public transport traffic control and control of carriers in the city public transport system, for the purpose of the expeditious transmission of information to drivers of carriers in the city public transport system and for other TMC functions.
6. **Procedure for providing PERSONAL data**
   1. The PROVIDER undertakes to provide Personal Data to the RECIPIENT in accordance with the terms and conditions and procedures 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 Agreement to third parties, except as provided by law.
7. **SECURITY AND USE OF PERSONAL DATA**
   1. The RECIPIENT undertakes to ensure the protection of the Personal Data received at its own expense and by its own means. 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 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 its readiness to comply adequately with the requirements for the protection of personal data set out in the Agreement and in the applicable legislation. The PROVIDER may renew the provision of Personal Data after assessing the information received from the RECIPIENT.
   6. 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.
   7. 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.
   8. 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.
   9. If the RECIPIENT discovers that the Personal Data communicated to it under the Contract is incorrect, incomplete or inaccurate, it shall immediately inform thereof the PROVIDER. The PROVIDER, upon receipt of this information, must verify it and, if confirmed, correct the incorrect, incomplete or inaccurate Personal Data and inform the RECIPIENT thereof as soon as possible, but not later than within 3 working days from the date of receipt of information.
8. **PROVIDER’S GUARANTEES**
   1. The PROVIDER 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/transfer of their Personal Data to the RECIPIENT on the basis of this Agreement prior to the transfer of their Personal Data to the RECIPIENT, including being provided with the information provided for in Article 14 of the Regulation;
      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 sound communication between the RECIPIENT and the data subject;
      4. Personal data is accurate and true up to the moment of their transmission.
9. **Source**
   1. The personal data under the Contract shall be provided from the PROVIDER's work planning and accounting system.
10. **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.
11. **PAYMENT AND BILLING PROCEDURES**
    1. The provision of data under the Agreement is gratuitous.
12. **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.
13. **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.
14. **Conditions of validity AND TERMINATION of the Agreement**
    1. The Agreement shall enter into force on the date of its signature. If the Parties do not sign the Agreement at the same time, it shall enter into force at the time of the signature of the subsequent Party.
    2. The Agreement shall be valid until the end of the Contract on Passenger Transportation Service.
    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 10.3;
       3. when the PROVIDER loses the right to process (or use) and the RECIPIENT loses the right to receive the data.
    4. The Agreement may be terminated unilaterally at the initiative of the PROVIDER by giving the RECIPIENT 10 working days' written notice if the RECIPIENT fails to comply with the terms of the Agreement;.
    5. The Agreement may be terminated unilaterally at the initiative of the RECIPIENT by giving 10 working days' written notice to the PROVIDER if the PROVIDER fails to comply with the material terms of the Agreement.
    6. Amendments and supplements to the Agreement 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.
15. **Annexes and copies**
    1. All supplements, amendments and annexes to the Agreement shall form an integral part of the Agreement.
    2. Annex 1. Terms and Conditions of Data Provision is an integral part of the Agreement.
    3. The Agreement is drawn up in 2 (two) copies, each having equal legal force, 1 (one) copy for each Party.
16. **Details of the Parties**

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Annex 1 to

Personal Data Protection Agreement No. \_\_\_\_\_

**CONDITIONS FOR PROVIDING DATA**

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| Categories of personal data provided | Telephone numbers, names, garage number and route of the PROVIDER'S employees (drivers of carriers in the city's public transport system). |
| Procedure for providing personal data | The PROVIDER'S work planning and accounting system generates data which is automatically transmitted to the RECIPIENT'S information system for the purpose of contacting in real time the public transport driver on the relevant route for the direct and expeditious transmission of information. |
| Method and format of provision of personal data, protocol, system identification | The PROVIDER shall provide Personal Data to the RECIPIENT from the PROVIDER'S work planning and accounting system. |
| Time limits or schedule for the provision of personal data | Data shall be transferred to the RECIPIENT'S information system from the PROVIDER's work planning and accounting system on a regular basis, after the PROVIDER has entered the data into its information system. |
| 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 country 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. |

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