Data Processing Agreement concluded between the Registry Operator and the Registrar:

BETWEEN:

Organisation	DNS Belgium vzw, a not-for-profit, private company incorporated under Belgian law
Address	Engels Plein 35, box 01.01 3000 Leuven Belgium
VAT number	BE 0466158640
Represented by	Philip Du Bois

Called "Registry" or “Registry Operator”,

AND:

Organisation

Address

VAT number

Represented by

Called "Registrar",

hereinafter jointly referred to as “**Parties**” or, individually, as “**Party**”.

DNS Belgium vzw — Engels Plein 35, bus 01.01, 3000 Leuven
www.dnsbelgium.be | +32 16 28 49 70 | support@dnsbelgium.be
IBAN & BIC BE65 2930 1514 5896 GEBABEBB | BTW BE 0466 158 640 RPR Leuven

WHEREAS:

1. The Registry Operator has entered into an agreement with ICANN in order to become the registry operator of the generic top-level domains (gTLDs) .brussels and/or .vlaanderen;
2. In accordance with ICANN Policies (as defined hereinafter), domain name registrations in both aforementioned gTLDs can only be made through companies or organisations that have executed ICANN's 2013 version of the Registrar Accreditation Agreement, including updates thereof and/or modifications or amendments thereto;
3. The Registrar has entered into such Registrar Accreditation Agreement and has also concluded the Registry-Registrar Agreement established by the Registry Operator and is entitled to provide Domain Name Registration Services to its customers – including, as the case may be, through its reseller network –for and within one or both aforementioned gTLDs;
4. The Registry Operator and the Registrar acknowledge that the processing of personal data in connection with the registration, renewal, transfer, and management of .brussels and/or .vlaanderen domain names is subject to the requirements of the ICANN Registration Data Policy, including but not limited to the obligations set forth in Clause 5 (Data Protection Agreement) of the Registration Data Policy, as published by ICANN and as may be amended from time to time; and the Parties agree to comply with such requirements in addition to their obligations under applicable Data Protection Legislation and this Data Processing Agreement;
5. The Registrar and the Registry Operator therefore wish to enter into the present data processing agreement.

WHEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. Interpretation

1.1 Capitalized terms that are not defined in this Data Processing Agreement shall acquire the meaning given in the Agreement, unless the context indicates otherwise.

1.2 In this Data Processing Agreement, the following terms shall mean:

Data Processing Agreement: the current data processing agreement, including any appendices to this data processing agreement;

Third country: as indicated in Article 8;

Services: the services that the Registrar provides by virtue or in connection with the Agreement, namely the registration and management of domain names ending with .brussels and/or .vlaanderen in the name of the registrants but for the account of the Registrar;

DNS Belgium vzw — Engels Plein 35, bus 01.01, 3000 Leuven
www.dnsbelgium.be | +32 16 28 49 70 | support@dnsbelgium.be
IBAN & BIC BE65 2930 1514 5896 GEBABEBB | BTW BE 0466 158 640 RPR Leuven

Data Protection Legislation: means any law, enactment, regulation, regulatory policy, by law, ordinance or subordinate legislation relating to the processing, privacy, and use of Personal Data, as applicable to the Registrar, the Registry Operator and/or the Services, including:

- the Belgian Act of 30 July 2018 on the protection of natural persons with regard to the processing of personal data; and
- the Regulation 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 (General Data Protection Regulation) (GDPR), and any corresponding or equivalent national laws or regulations in Belgium;

in each case, as in force and applicable, and as may be amended, supplemented or replaced from time to time;

Approved Subcontractors: contractors including, but not limited to, resellers, who are approved by the Registry Operator in accordance with Article 7.2;

Agreement: the Registry-Registrar Agreement as indicated in Recital 3 of this Data Processing Agreement;

Personal Data: the personal data that the Registrar or any Approved Subcontractors process in a processor capacity on behalf of the Registry Operator in connection with the provision of the Services;

"**processing**" of personal data and "**personal data**" shall acquire the meaning given thereto in the Data Protection Legislation.

1.3 The Registry Operator and Registrar acknowledge and agree that this Data Processing Agreement shall constitute an independent agreement besides the Agreement. If there is a conflict or inconsistency between:

1.3.1 A term from one of the appendices to this Data Processing Agreement; and
1.3.2 A term from the main section of this Data Processing Agreement; and
1.3.3 A term from the Agreement and its annexes;

The term falling into the category first appearing in the list above shall take precedence.

2. Scope and purpose

2.1 The provisions of this Data Processing Agreement shall apply only and to the extent that the Registrar processes the Personal Data in a processor capacity on behalf of the Registry Operator.

DNS Belgium vzw — Engels Plein 35, bus 01.01, 3000 Leuven
www.dnsbelgium.be | +32 16 28 49 70 | support@dnsbelgium.be
IBAN & BIC BE65 2930 1514 5896 GEBABEBB | BTW BE 0466 158 640 RPR Leuven

3. Compliance with the data protection legislation

3.1 The Registrar shall comply with its obligations under all applicable Data Protection Legislation at all times when processing Personal Data.

3.2 The Registrar shall process Personal Data only:

3.2.1 In the way and for the purposes set out in Article 4; and
3.2.2 According to the instructions of the Registry Operator.

4. Nature and purpose of the processing and processing instructions

4.1 Personal Data shall be processed by the Registrar in order to register, renew, transfer and manage .brussels and/or .vlaanderen domain names on the technical platform and network of the Registry Operator.

4.2 The Registry Operator hereby gives:

4.2.1 Instructions to the Registrar to take such measures as are reasonably necessary to process Personal Data on behalf of the Registry Operator in order to register, renew, transfer and manage .brussels and/or .vlaanderen domain names on the technical platform and network of the Registry Operator; and
4.2.2 Consent to the Registrar to give instructions to the Approved Subcontractors and on behalf of the Registry Operator which are equivalent to the instructions set out in Article 4.2.1.

4.3 Both the Registry Operator and the Registrar shall maintain accurate and complete domain name registration data in a dedicated database, in accordance with the Data Protection Legislation, as required by Article 28 of Directive (EU) 2022/2555 of the European Parliament and of the Council of 14 December 2022 on measures for a high common level of cybersecurity across the Union, amending Regulation (EU) No 910/2014 and Directive (EU) 2018/1972, and repealing Directive (EU) 2016/1148 and any applicable national transpositions thereof (hereinafter "**NIS2 Legislation**"). The Registrar shall, without undue delay after registering the relevant domain name, communicate these domain name registration data to the Registry Operator, so as to allow the Registry Operator to comply with its obligations under the NIS2 Legislation.

DNS Belgium vzw — Engels Plein 35, bus 01.01, 3000 Leuven
www.dnsbelgium.be | +32 16 28 49 70 | support@dnsbelgium.be
IBAN & BIC BE65 2930 1514 5896 GEBABEBB | BTW BE 0466 158 640 RPR Leuven

5. Confidentiality and security

5.1 The Registrar undertakes to treat all Personal Data confidentially. Unless required otherwise by the Registry Operator, the Registrar shall not disclose any Personal Data to a third party other than:

5.1.1 Its own employees, Approved Subcontractors or employees of the Approved Subcontractors for whom such disclosure is reasonably necessary for the provision of the Services; or

5.1.2 Insofar as required by law, by any government body or other regulatory authority, or by a court or other competent body; and

On condition that the persons to whom Personal Data may be disclosed pursuant to Article 5.1.1. are bound by obligations of confidentiality which correspond with those imposed on the Registrar by this Data Processing Agreement or by the Agreement;

5.2 Taking into account the state of technology, the execution costs, as well as the nature, scope, context and purposes for processing Personal Data, the Registrar shall take appropriate technical and organizational measures to prevent any accidental or unlawful destruction, loss, modification, unauthorised disclosure of or access to the Personal Data. Without limiting the generality of the foregoing, the Registrar will (and will ensure that the Approved Subcontractors will) implement the security measures set out in Annex II and will keep these measures in place for the entire term of this Data Processing Agreement.

6. Notification of a breach in connection with personal data

6.1 The Registrar will provide the Registry Operator with written notice as promptly as reasonably possible upon becoming aware of any actual or potential breach of security that leads (or may lead) to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, any Personal Data (or any media or carrier containing the same) held by the Registrar or Approved Subcontractors (such actual or potential breach is hereafter referred to as a "**Data Security Incident**").

6.2 The Registrar will (and will ensure that the Approved Subcontractors will) fully cooperate with the Registry Operator, at the Registrar's costs and expenses, in handling the Data Security Incident.

DNS Belgium vzw — Engels Plein 35, bus 01.01, 3000 Leuven
www.dnsbelgium.be | +32 16 28 49 70 | support@dnsbelgium.be
IBAN & BIC BE65 2930 1514 5896 GEBABEBB | BTW BE 0466 158 640 RPR Leuven

7. Subcontracting and sub-processing

7.1 The Registrar may outsource all or part of the Personal Data processing to subcontractors (including but not limited to resellers) provided the Registrar and the subcontractor have concluded a written processing agreement which imposes obligations that correspond to those stipulated in this Data Processing Agreement.

7.2 The Registry Operator has the right to request (i) a copy of the data processing agreement concluded between the Registrar and a sub-processor and (ii) any equivalent information.

7.3 The Registry Operator hereby gives its consent for the outsourcing of the Personal Data processing pursuant to Article 7.1. The Registrar will provide the Registry Operator a list of sub-processors at the time of signature of the Data Processing Agreement. The Registrar will notify the Registry Operator of proposed changes to this list. If the Registry Operator does not object to the proposed change within 30 days of the date of this notice, the Registry Operator will be deemed to have authorised the use of the new sub-processor.

8. Transfers of personal data to third countries

Provisions applicable only if the Registrar is established outside the European Economic Area

8.1 When processing Personal Data under or in connection with the Agreement, the Registrar shall do so in accordance with:

8.1.1 all applicable Data Protection Legislation; and

8.1.2 the terms set out in Appendix 1 to this Data Processing Agreement. For the purpose of this Appendix 1, references to “data importer” shall be deemed to be references to the Registrar and references to “data exporter” shall be deemed to be references to the Registry Operator.

Provisions applicable only if the Registrar is established in the European Economic Area

8.2 The Registrar may transfer Personal Data to a recipient in a country outside the European Economic Area (such a country being referred to as a Third Country), provided that:

DNS Belgium vzw — Engels Plein 35, bus 01.01, 3000 Leuven
www.dnsbelgium.be | +32 16 28 49 70 | support@dnsbelgium.be
IBAN & BIC BE65 2930 1514 5896 GEBABEBB | BTW BE 0466 158 640 RPR Leuven

8.2.1 The EU Commission has taken an adequacy decision concerning that Third Country in accordance with the applicable Data Protection Legislation;

8.2.2 The recipient participates in a valid cross-border transfer mechanism in respect of which the EU Commission has taken an adequacy decision in accordance with the applicable Data Protection Legislation, so that the Registrar (and, where appropriate, the Registry Operator) can ensure that appropriate safeguards are in place to ensure an adequate level of data protection in respect of the transferred Personal Data; or

8.2.3 The recipient has concluded an agreement with the Registry Operator which contains model clauses approved by the EU Commission or by another competent governmental authority in accordance with the applicable Data Protection Legislation.

9. Audit

9.1 The Registrar shall provide the Registry Operator with all information that the latter needs to verify that the Registrar complies with its obligations under this Data Processing Agreement. If the Registry Operator so requests, the Registrar shall allow the Registry Operator or an inspector authorized by the Registry Operator to conduct an audit at the Registrar to ascertain that the latter complies with its obligations under this Data Processing Agreement.

9.2 The Registrar shall inform the Registry Operator immediately if, in its opinion, an instruction results in a violation of the Data Protection Legislation.

10. Assistance in handling requests from data subjects

10.1 The Registrar shall cooperate with the Registry Operator in:

10.1.1 The handling of requests from data subjects in exercising their rights; and

10.1.2 The performance of a data protection impact assessment in connection with the provision of the Services.

11. Term and termination

11.1 This Data Processing Agreement shall enter into force on the date of entry into force of the Agreement and shall remain in force for as long as the Registrar provides the Services under the Agreement.

DNS Belgium vzw — Engels Plein 35, bus 01.01, 3000 Leuven
www.dnsbelgium.be | +32 16 28 49 70 | support@dnsbelgium.be
IBAN & BIC BE65 2930 1514 5896 GEBABEBB | BTW BE 0466 158 640 RPR Leuven

12. Return/destruction of personal data

12.1 Within 30 (thirty) days after the expiry or termination of this Data Processing Agreement, the Registrar shall:

12.1.1 According to the choice of the Registry Operator:

- Return all Personal Data in the possession or under the control of the Registrar as of the date of expiry or termination to the Registry Operator, in a common electronic form at the time; or
- Destroy or remove from the computer systems and files all Personal Data in the possession or under the control of the Registrar as of the date of expiry or termination; and

12.1.2 Provide the Registry Operator with a list of Personal Data that the Registrar is legally required to keep after the termination or expiry of this Data Processing Agreement.

IN WITNESS WHEREOF, each of the Parties have caused their authorised representatives to execute this Data Processing Agreement in duplicate originals on the respective dates entered below.

for **Registry Operator**:

By

for **Registrar**:

By

DNS Belgium vzw — Engels Plein 35, bus 01.01, 3000 Leuven
www.dnsbelgium.be | +32 16 28 49 70 | support@dnsbelgium.be
IBAN & BIC BE65 2930 1514 5896 GEBABEBB | BTW BE 0466 158 640 RPR Leuven

Appendix 1 to the Data Processing Agreement

SECTION I

Clause 1

Purpose and scope

a. The purpose of these standard contractual clauses is to ensure compliance with the requirements 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 (General Data Protection Regulation) for the transfer of data to a third country.
b. The Parties:

   - the natural or legal person(s), public authority/ies, agency/ies or other body/ies (hereinafter 'entity/ies') transferring the personal data, as listed in Annex I.A (hereinafter each 'data exporter'), and
   - the entity/ies in a third country receiving the personal data from the data exporter, directly or indirectly via another entity also Party to these Clauses, as listed in Annex I.A (hereinafter each 'data importer') have agreed to these standard contractual clauses (hereinafter: 'Clauses').

c. These Clauses apply with respect to the transfer of personal data as specified in Annex I.B.
d. The Appendix to these Clauses containing the Annexes referred to therein forms an integral part of these Clauses.

Clause 2

Effect and invariability of the Clauses

a. These Clauses set out appropriate safeguards, including enforceable data subject rights and effective legal remedies, pursuant to Article 46(1) and Article 46(2)(c) of Regulation (EU) 2016/679 and, with respect to data transfers from controllers to processors and/or processors to processors, standard contractual clauses pursuant to Article 28(7) of Regulation (EU) 2016/679, provided they are not modified, except to select the appropriate Module(s) or to add or update information in the Appendix. This does not prevent the Parties from including the standard contractual clauses laid down in these Clauses in a wider contract and/or to add other clauses or additional safeguards, provided that they do not contradict, directly or indirectly, these Clauses or prejudice the fundamental rights or freedoms of data subjects.
b. These Clauses are without prejudice to obligations to which the data exporter is subject by virtue of Regulation (EU) 2016/679.

DNS Belgium vzw — Engels Plein 35, bus 01.01, 3000 Leuven
www.dnsbelgium.be | +32 16 28 49 70 | support@dnsbelgium.be
IBAN & BIC BE65 2930 1514 5896 GEBABEBB | BTW BE 0466 158 640 RPR Leuven

Clause 3

Third-party beneficiaries

a. Data subjects may invoke and enforce these Clauses, as third-party beneficiaries, against the data exporter and/or data importer, with the following exceptions:

- Clause 1, Clause 2, Clause 3, Clause 6, Clause 7;
- Clause 8 – Clause 8.1(b), 8.9(a), (c), (d) and (e);
- Clause 9 – Clause 9(a), (c), (d) and (e);
- Clause 12 – Clause 12(a), (d) and (f);
- Clause 13;
- Clause 15.1(c), (d) and (e);
- Clause 16(e);
- Clause 18 – Clause 18(a) and (b).

b. Paragraph (a) is without prejudice to rights of data subjects under Regulation (EU) 2016/679.

Clause 4

Interpretation

a. Where these Clauses use terms that are defined in Regulation (EU) 2016/679, those terms shall have the same meaning as in that Regulation.
b. These Clauses shall be read and interpreted in the light of the provisions of Regulation (EU) 2016/679.
c. These Clauses shall not be interpreted in a way that conflicts with rights and obligations provided for in Regulation (EU) 2016/679.

Clause 5

Hierarchy

In the event of a contradiction between these Clauses and the provisions of related agreements between the Parties, existing at the time these Clauses are agreed or entered into thereafter, these Clauses shall prevail.

Clause 6

Description of the transfer(s)

The details of the transfer(s), and in particular the categories of personal data that are transferred and the purpose(s) for which they are transferred, are specified in Annex I.B.

Clause 7

[intentionally left blank]

DNS Belgium vzw — Engels Plein 35, bus 01.01, 3000 Leuven
www.dnsbelgium.be | +32 16 28 49 70 | support@dnsbelgium.be
IBAN & BIC BE65 2930 1514 5896 GEBABEBB | BTW BE 0466 158 640 RPR Leuven

SECTION II – OBLIGATIONS OF THE PARTIES

Clause 8

Data protection safeguards

The data exporter warrants that it has used reasonable efforts to determine that the data importer is able, through the implementation of appropriate technical and organisational measures, to satisfy its obligations under these Clauses.

8.1 Instructions

a. The data importer shall process the personal data only on documented instructions from the data exporter. The data exporter may give such instructions throughout the duration of the contract.
b. The data importer shall immediately inform the data exporter if it is unable to follow those instructions.

8.2 Purpose limitation

The data importer shall process the personal data only for the specific purpose(s) of the transfer, as set out in Annex I.B, unless on further instructions from the data exporter.

8.3 Transparency

On request, the data exporter shall make a copy of these Clauses, including the Appendix as completed by the Parties, available to the data subject free of charge. To the extent necessary to protect business secrets or other confidential information, including the measures described in Appendix 2 and personal data, the data exporter may redact part of the text of the Appendix to these Clauses prior to sharing a copy, but shall provide a meaningful summary where the data subject would otherwise not be able to understand the its content or exercise his/her rights. On request, the Parties shall provide the data subject with the reasons for the redactions, to the extent possible without revealing the redacted information. This Clause is without prejudice to the obligations of the data exporter under Articles 13 and 14 of Regulation (EU) 2016/679.

8.4 Accuracy

If the data importer becomes aware that the personal data it has received is inaccurate, or has become outdated, it shall inform the data exporter without undue delay. In this case, the data importer shall cooperate with the data exporter to erase or rectify the data.

8.5 Duration of processing and erasure or return of data

Processing by the data importer shall only take place for the duration specified in Annex I.B. After the end of the provision of the processing services, the data importer shall, at the choice of the data exporter, delete all personal data processed on behalf of the data exporter and certify to the data exporter that it has done so, or return to the data exporter all personal data processed on its behalf and delete existing copies. Until the data is deleted or returned, the data importer shall continue to ensure compliance with these Clauses. In case of local laws applicable to the data importer that prohibit return or deletion of the personal data, the data importer warrants that it will continue to ensure compliance with these Clauses and will only process it to the extent and for as long as required under that local law. This is without prejudice to Clause 14, in particular the requirement for the data importer under Clause 14(e) to notify the data exporter throughout the duration of the contract if it has reason to believe that it is or has become subject to laws or practices not in line with the requirements under Clause 14(a).

8.6 Security of processing

a. The data importer and, during transmission, also the data exporter shall implement appropriate technical and organisational measures to ensure the security of the data, including protection against a breach of security leading to accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access to that data (hereinafter 'personal data breach'). In assessing the appropriate level of security, the Parties shall take due account of the state of the art, the costs of implementation, the nature, scope, context and purpose(s) of processing and the risks involved in the processing for the data subjects. The Parties shall in particular consider having recourse to encryption or pseudonymisation, including during transmission, where the purpose of processing can be fulfilled in that manner. In case of pseudonymisation, the additional information for attributing the personal data to a specific data subject shall, where possible, remain under the exclusive control of the data exporter. In complying with its obligations under this paragraph, the data importer shall at least implement the technical and organisational measures specified in Appendix 2. The data importer shall carry out regular checks to ensure that these measures continue to provide an appropriate level of security.
b. The data importer shall grant access to the personal data to members of its personnel only to the extent strictly necessary for the implementation, management and monitoring of the contract. It shall ensure that persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.
c. In the event of a personal data breach concerning personal data processed by the data importer under these Clauses, the data importer shall take appropriate measures to address the breach, including measures to mitigate its adverse effects. The data importer shall also notify the data exporter without undue delay after having become aware of the breach.

DNS Belgium vzw — Engels Plein 35, bus 01.01, 3000 Leuven
www.dnsbelgium.be | +32 16 28 49 70 | support@dnsbelgium.be
IBAN & BIC BE65 2930 1514 5896 GEBABEBB | BTW BE 0466 158 640 RPR Leuven

Such notification shall contain the details of a contact point where more information can be obtained, a description of the nature of the breach (including, where possible, categories and approximate number of data subjects and personal data records concerned), its likely consequences and the measures taken or proposed to address the breach including, where appropriate, measures to mitigate its possible adverse effects. Where, and in so far as, it is not possible to provide all information at the same time, the initial notification shall contain the information then available and further information shall, as it becomes available, subsequently be provided without undue delay.

d. The data importer shall cooperate with and assist the data exporter to enable the data exporter to comply with its obligations under Regulation (EU) 2016/679, in particular to notify the competent supervisory authority and the affected data subjects, taking into account the nature of processing and the information available to the data importer.

8.7 Sensitive data

Where the transfer involves personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, genetic data, or biometric data for the purpose of uniquely identifying a natural person, data concerning health or a person's sex life or sexual orientation, or data relating to criminal convictions and offences (hereinafter 'sensitive data'), the data importer shall apply the specific restrictions and/or additional safeguards described in Annex I.B.

8.8 Onward transfers

The data importer shall only disclose the personal data to a third party on documented instructions from the data exporter. In addition, the data may only be disclosed to a third party located outside the European Union (in the same country as the data importer or in another third country, hereinafter 'onward transfer') if the third party is or agrees to be bound by these Clauses, under the appropriate Module, or if:

- the onward transfer is to a country benefitting from an adequacy decision pursuant to Article 45 of Regulation (EU) 2016/679 that covers the onward transfer;
- the third party otherwise ensures appropriate safeguards pursuant to Articles 46 or 47 Regulation of (EU) 2016/679 with respect to the processing in question;
- the onward transfer is necessary for the establishment, exercise or defence of legal claims in the context of specific administrative, regulatory or judicial proceedings; or
- the onward transfer is necessary in order to protect the vital interests of the data subject or of another natural person.

Any onward transfer is subject to compliance by the data importer with all the other safeguards under these Clauses, in particular purpose limitation.

DNS Belgium vzw — Engels Plein 35, bus 01.01, 3000 Leuven
www.dnsbelgium.be | +32 16 28 49 70 | support@dnsbelgium.be
IBAN & BIC BE65 2930 1514 5896 GEBABEBB | BTW BE 0466 158 640 RPR Leuven

8.9 Documentation and compliance

a. The data importer shall promptly and adequately deal with enquiries from the data exporter that relate to the processing under these Clauses.
b. The Parties shall be able to demonstrate compliance with these Clauses. In particular, the data importer shall keep appropriate documentation on the processing activities carried out on behalf of the data exporter.
c. The data importer shall make available to the data exporter all information necessary to demonstrate compliance with the obligations set out in these Clauses and at the data exporter's request, allow for and contribute to audits of the processing activities covered by these Clauses, at reasonable intervals or if there are indications of non-compliance. In deciding on a review or audit, the data exporter may take into account relevant certifications held by the data importer.
d. The data exporter may choose to conduct the audit by itself or mandate an independent auditor. Audits may include inspections at the premises or physical facilities of the data importer and shall, where appropriate, be carried out with reasonable notice.
e. The Parties shall make the information referred to in paragraphs (b) and (c), including the results of any audits, available to the competent supervisory authority on request.

Clause 9

Use of subprocessors

a. The data importer has the data exporter's general authorisation for the engagement of subprocessor(s) from an agreed list. The data importer shall specifically inform the data exporter in writing of any intended changes to that list through the addition or replacement of subprocessors at least one month in advance, thereby giving the data exporter sufficient time to be able to object to such changes prior to the engagement of the subprocessor(s). The data importer shall provide the data exporter with the information necessary to enable the data exporter to exercise its right to object.
b. Where the data importer engages a subprocessor to carry out specific processing activities (on behalf of the data exporter), it shall do so by way of a written contract that provides for, in substance, the same data protection obligations as those binding the data importer under these Clauses, including in terms of third-party beneficiary rights for data subjects. The Parties agree that, by complying with this Clause, the data importer fulfils its obligations under Clause 8.8. The data importer shall ensure that the subprocessor complies with the obligations to which the data importer is subject pursuant to these Clauses.
c. The data importer shall provide, at the data exporter's request, a copy of such a subprocessor agreement and any subsequent amendments to the data exporter. To the extent necessary to protect business secrets or other confidential information, including personal data, the data importer may redact the text of the agreement prior to sharing a copy.
d. The data importer shall remain fully responsible to the data exporter for the performance of the subprocessor's obligations under its contract with the data

DNS Belgium vzw — Engels Plein 35, bus 01.01, 3000 Leuven
www.dnsbelgium.be | +32 16 28 49 70 | support@dnsbelgium.be
IBAN & BIC BE65 2930 1514 5896 GEBABEBB | BTW BE 0466 158 640 RPR Leuven

importer. The data importer shall notify the data exporter of any failure by the subprocessor to fulfil its obligations under that contract.

e. The data importer shall agree a third-party beneficiary clause with the subprocessor whereby – in the event the data importer has factually disappeared, ceased to exist in law or has become insolvent – the data exporter shall have the right to terminate the subprocessor contract and to instruct the subprocessor to erase or return the personal data.

Clause 10

Data subject rights

a. The data importer shall promptly notify the data exporter of any request it has received from a data subject. It shall not respond to that request itself unless it has been authorised to do so by the data exporter.
b. The data importer shall assist the data exporter in fulfilling its obligations to respond to data subjects' requests for the exercise of their rights under Regulation (EU) 2016/679. In this regard, the Parties shall set out in Appendix 2 the appropriate technical and organisational measures, taking into account the nature of the processing, by which the assistance shall be provided, as well as the scope and the extent of the assistance required.
c. In fulfilling its obligations under paragraphs (a) and (b), the data importer shall comply with the instructions from the data exporter.

Clause 11

Redress

a. The data importer shall inform data subjects in a transparent and easily accessible format, through individual notice or on its website, of a contact point authorised to handle complaints. It shall deal promptly with any complaints it receives from a data subject.
b. In case of a dispute between a data subject and one of the Parties as regards compliance with these Clauses, that Party shall use its best efforts to resolve the issue amicably in a timely fashion. The Parties shall keep each other informed about such disputes and, where appropriate, cooperate in resolving them.
c. Where the data subject invokes a third-party beneficiary right pursuant to Clause 3, the data importer shall accept the decision of the data subject to:

    - lodge a complaint with the supervisory authority in the Member State of his/her habitual residence or place of work, or the competent supervisory authority pursuant to Clause 13;
    - refer the dispute to the competent courts within the meaning of Clause 18.

DNS Belgium vzw — Engels Plein 35, bus 01.01, 3000 Leuven
www.dnsbelgium.be | +32 16 28 49 70 | support@dnsbelgium.be
IBAN & BIC BE65 2930 1514 5896 GEBABEBB | BTW BE 0466 158 640 RPR Leuven

d. The Parties accept that the data subject may be represented by a not-for-profit body, organisation or association under the conditions set out in Article 80(1) of Regulation (EU) 2016/679.
e. The data importer shall abide by a decision that is binding under the applicable EU or Member State law.
f. The data importer agrees that the choice made by the data subject will not prejudice his/her substantive and procedural rights to seek remedies in accordance with applicable laws.

Clause 12

Liability

a. Each Party shall be liable to the other Party/ies for any damages it causes the other Party/ies by any breach of these Clauses.
b. The data importer shall be liable to the data subject, and the data subject shall be entitled to receive compensation, for any material or non-material damages the data importer or its subprocessor causes the data subject by breaching the third-party beneficiary rights under these Clauses.
c. Notwithstanding paragraph (b), the data exporter shall be liable to the data subject, and the data subject shall be entitled to receive compensation, for any material or non-material damages the data exporter or the data importer (or its subprocessor) causes the data subject by breaching the third-party beneficiary rights under these Clauses. This is without prejudice to the liability of the data exporter and, where the data exporter is a processor acting on behalf of a controller, to the liability of the controller under Regulation (EU) 2016/679 or Regulation (EU) 2018/1725, as applicable.
d. The Parties agree that if the data exporter is held liable under paragraph (c) for damages caused by the data importer (or its subprocessor), it shall be entitled to claim back from the data importer that part of the compensation corresponding to the data importer's responsibility for the damage.
e. Where more than one Party is responsible for any damage caused to the data subject as a result of a breach of these Clauses, all responsible Parties shall be jointly and severally liable and the data subject is entitled to bring an action in court against any of these Parties.
f. The Parties agree that if one Party is held liable under paragraph (e), it shall be entitled to claim back from the other Party/ies that part of the compensation corresponding to its/their responsibility for the damage.
g. The data importer may not invoke the conduct of a subprocessor to avoid its own liability.

DNS Belgium vzw — Engels Plein 35, bus 01.01, 3000 Leuven
www.dnsbelgium.be | +32 16 28 49 70 | support@dnsbelgium.be
IBAN & BIC BE65 2930 1514 5896 GEBABEBB | BTW BE 0466 158 640 RPR Leuven

Clause 13

Supervision

a. The supervisory authority with responsibility for ensuring compliance by the data exporter with Regulation (EU) 2016/679 as regards the data transfer, as indicated in Annex I.C, shall act as competent supervisory authority.
b. The data importer agrees to submit itself to the jurisdiction of and cooperate with the competent supervisory authority in any procedures aimed at ensuring compliance with these Clauses. In particular, the data importer agrees to respond to enquiries, submit to audits and comply with the measures adopted by the supervisory authority, including remedial and compensatory measures. It shall provide the supervisory authority with written confirmation that the necessary actions have been taken.

SECTION III – LOCAL LAWS AND OBLIGATIONS IN CASE OF ACCESS BY PUBLIC AUTHORITIES

Clause 14

Local laws and practices affecting compliance with the Clauses

a. The Parties warrant that they have no reason to believe that the laws and practices in the third country of destination applicable to the processing of the personal data by the data importer, including any requirements to disclose personal data or measures authorising access by public authorities, prevent the data importer from fulfilling its obligations under these Clauses. This is based on the understanding that laws and practices that respect the essence of the fundamental rights and freedoms and do not exceed what is necessary and proportionate in a democratic society to safeguard one of the objectives listed in Article 23(1) of Regulation (EU) 2016/679, are not in contradiction with these Clauses.
b. The Parties declare that in providing the warranty in paragraph (a), they have taken due account in particular of the following elements:

    - the specific circumstances of the transfer, including the length of the processing chain, the number of actors involved and the transmission channels used; intended onward transfers; the type of recipient; the purpose of processing; the categories and format of the transferred personal data; the economic sector in which the transfer occurs; the storage location of the data transferred;
    - the laws and practices of the third country of destination– including those requiring the disclosure of data to public authorities or authorising access by such authorities – relevant in light of the specific circumstances of the transfer, and the applicable limitations and safeguards;
    - any relevant contractual, technical or organisational safeguards put in place to supplement the safeguards under these Clauses, including measures

DNS Belgium vzw — Engels Plein 35, bus 01.01, 3000 Leuven
www.dnsbelgium.be | +32 16 28 49 70 | support@dnsbelgium.be
IBAN & BIC BE65 2930 1514 5896 GEBABEBB | BTW BE 0466 158 640 RPR Leuven

applied during transmission and to the processing of the personal data in the country of destination.

c. The data importer warrants that, in carrying out the assessment under paragraph (b), it has made its best efforts to provide the data exporter with relevant information and agrees that it will continue to cooperate with the data exporter in ensuring compliance with these Clauses.
d. The Parties agree to document the assessment under paragraph (b) and make it available to the competent supervisory authority on request.
e. The data importer agrees to notify the data exporter promptly if, after having agreed to these Clauses and for the duration of the contract, it has reason to believe that it is or has become subject to laws or practices not in line with the requirements under paragraph (a), including following a change in the laws of the third country or a measure (such as a disclosure request) indicating an application of such laws in practice that is not in line with the requirements in paragraph (a).
f. Following a notification pursuant to paragraph (e), or if the data exporter otherwise has reason to believe that the data importer can no longer fulfil its obligations under these Clauses, the data exporter shall promptly identify appropriate measures (e.g. technical or organisational measures to ensure security and confidentiality) to be adopted by the data exporter and/or data importer to address the situation. The data exporter shall suspend the data transfer if it considers that no appropriate safeguards for such transfer can be ensured, or if instructed by the competent supervisory authority to do so. In this case, the data exporter shall be entitled to terminate the contract, insofar as it concerns the processing of personal data under these Clauses. If the contract involves more than two Parties, the data exporter may exercise this right to termination only with respect to the relevant Party, unless the Parties have agreed otherwise. Where the contract is terminated pursuant to this Clause, Clause 16(d) and (e) shall apply.

Clause 15

Obligations of the data importer in case of access by public authorities

15.1 Notification

a. The data importer agrees to notify the data exporter and, where possible, the data subject promptly (if necessary with the help of the data exporter) if it:

- receives a legally binding request from a public authority, including judicial authorities, under the laws of the country of destination for the disclosure of personal data transferred pursuant to these Clauses; such notification shall include information about the personal data requested, the requesting authority, the legal basis for the request and the response provided; or
- becomes aware of any direct access by public authorities to personal data transferred pursuant to these Clauses in accordance with the laws of the

DNS Belgium vzw — Engels Plein 35, bus 01.01, 3000 Leuven
www.dnsbelgium.be | +32 16 28 49 70 | support@dnsbelgium.be
IBAN & BIC BE65 2930 1514 5896 GEBABEBB | BTW BE 0466 158 640 RPR Leuven

country of destination; such notification shall include all information available to the importer.

b. If the data importer is prohibited from notifying the data exporter and/or the data subject under the laws of the country of destination, the data importer agrees to use its best efforts to obtain a waiver of the prohibition, with a view to communicating as much information as possible, as soon as possible. The data importer agrees to document its best efforts in order to be able to demonstrate them on request of the data exporter.
c. Where permissible under the laws of the country of destination, the data importer agrees to provide the data exporter, at regular intervals for the duration of the contract, with as much relevant information as possible on the requests received (in particular, number of requests, type of data requested, requesting authority/ies, whether requests have been challenged and the outcome of such challenges, etc.).
d. The data importer agrees to preserve the information pursuant to paragraphs (a) to (c) for the duration of the contract and make it available to the competent supervisory authority on request.
e. Paragraphs (a) to (c) are without prejudice to the obligation of the data importer pursuant to Clause 14(e) and Clause 16 to inform the data exporter promptly where it is unable to comply with these Clauses.

15.2 Review of legality and data minimisation

a. The data importer agrees to review the legality of the request for disclosure, in particular whether it remains within the powers granted to the requesting public authority, and to challenge the request if, after careful assessment, it concludes that there are reasonable grounds to consider that the request is unlawful under the laws of the country of destination, applicable obligations under international law and principles of international comity. The data importer shall, under the same conditions, pursue possibilities of appeal. When challenging a request, the data importer shall seek interim measures with a view to suspending the effects of the request until the competent judicial authority has decided on its merits. It shall not disclose the personal data requested until required to do so under the applicable procedural rules. These requirements are without prejudice to the obligations of the data importer under Clause 14(e).
b. The data importer agrees to document its legal assessment and any challenge to the request for disclosure and, to the extent permissible under the laws of the country of destination, make the documentation available to the data exporter. It shall also make it available to the competent supervisory authority on request.
c. The data importer agrees to provide the minimum amount of information permissible when responding to a request for disclosure, based on a reasonable interpretation of the request.

DNS Belgium vzw — Engels Plein 35, bus 01.01, 3000 Leuven
www.dnsbelgium.be | +32 16 28 49 70 | support@dnsbelgium.be
IBAN & BIC BE65 2930 1514 5896 GEBABEBB | BTW BE 0466 158 640 RPR Leuven

SECTION IV – FINAL PROVISIONS

Clause 16

Non-compliance with the Clauses and termination

a. The data importer shall promptly inform the data exporter if it is unable to comply with these Clauses, for whatever reason.
b. In the event that the data importer is in breach of these Clauses or unable to comply with these Clauses, the data exporter shall suspend the transfer of personal data to the data importer until compliance is again ensured or the contract is terminated. This is without prejudice to Clause 14(f).
c. The data exporter shall be entitled to terminate the contract, insofar as it concerns the processing of personal data under these Clauses, where:

    - the data exporter has suspended the transfer of personal data to the data importer pursuant to paragraph (b) and compliance with these Clauses is not restored within a reasonable time and in any event within one month of suspension;
    - the data importer is in substantial or persistent breach of these Clauses; or
    - the data importer fails to comply with a binding decision of a competent court or supervisory authority regarding its obligations under these Clauses.

In these cases, it shall inform the competent supervisory authority of such non-compliance. Where the contract involves more than two Parties, the data exporter may exercise this right to termination only with respect to the relevant Party, unless the Parties have agreed otherwise.

d. Personal data that has been transferred prior to the termination of the contract pursuant to paragraph (c) shall at the choice of the data exporter immediately be returned to the data exporter or deleted in its entirety. The same shall apply to any copies of the data. The data importer shall certify the deletion of the data to the data exporter. Until the data is deleted or returned, the data importer shall continue to ensure compliance with these Clauses. In case of local laws applicable to the data importer that prohibit the return or deletion of the transferred personal data, the data importer warrants that it will continue to ensure compliance with these Clauses and will only process the data to the extent and for as long as required under that local law.
e. Either Party may revoke its agreement to be bound by these Clauses where (i) the European Commission adopts a decision pursuant to Article 45(3) of Regulation (EU) 2016/679 that covers the transfer of personal data to which these Clauses apply; or (ii) Regulation (EU) 2016/679 becomes part of the legal framework of the country to which the personal data is transferred. This is without prejudice to other obligations applying to the processing in question under Regulation (EU) 2016/679.

DNS Belgium vzw — Engels Plein 35, bus 01.01, 3000 Leuven
www.dnsbelgium.be | +32 16 28 49 70 | support@dnsbelgium.be
IBAN & BIC BE65 2930 1514 5896 GEBABEBB | BTW BE 0466 158 640 RPR Leuven

Clause 17

Governing law

These Clauses shall be governed by the law of one of the EU Member States, provided such law allows for third-party beneficiary rights. The Parties agree that this shall be the law of Belgium.

Clause 18

Choice of forum and jurisdiction

a. Any dispute arising from these Clauses shall be resolved by the courts of an EU Member State.
b. The Parties agree that those shall be the courts of Brussels, Belgium.
c. A data subject may also bring legal proceedings against the data exporter and/or data importer before the courts of the Member State in which he/she has his/her habitual residence.
d. The Parties agree to submit themselves to the jurisdiction of such courts.

DNS Belgium vzw — Engels Plein 35, bus 01.01, 3000 Leuven
www.dnsbelgium.be | +32 16 28 49 70 | support@dnsbelgium.be
IBAN & BIC BE65 2930 1514 5896 GEBABEBB | BTW BE 0466 158 640 RPR Leuven

ANNEX I

A. LIST OF PARTIES

Data exporter(s):

DNS Belgium/Registry Operator

Role (controller/processor): controller

Data importer(s):

The Registrar

Role (controller/processor): processor

B. DESCRIPTION OF TRANSFER

Categories of data subjects whose personal data is transferred

The registrants

Categories of personal data transferred

Personal data (e.g. name, email address, home address, telephone number; etc.) of the registrants

Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures.

No sensitive data will be transferred

The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis).

The personal data will be transferred when appropriate for the Registrar to register, renew, transfer and manage the registrants' .brussels and/or .vlaanderen domain name(s).

DNS Belgium vzw — Engels Plein 35, bus 01.01, 3000 Leuven
www.dnsbelgium.be | +32 16 28 49 70 | support@dnsbelgium.be
IBAN & BIC BE65 2930 1514 5896 GEBABEBB | BTW BE 0466 158 640 RPR Leuven

Nature of the processing & Purpose(s) of the data transfer and further processing

The personal data will be transferred if and to the extent appropriate for the Registrar to register and manage domain names ending with .brussels and/or .vlaanderen in the name of the registrants but for the account of the Registrar (including registering, renewing, transferring and managing the Registrars' .brussels and/or .vlaanderen domain name(s).

The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period

See Article 12 of the Data Processing Annex

For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing

C. COMPETENT SUPERVISORY AUTHORITY

Identify the competent supervisory authority/ies in accordance with Clause 13

Autorité de la protection des données - Gegevensbeschermingsautoriteit (APD-GBA)

Rue de la Presse 35 – Drukpersstraat 35

1000 Bruxelles - Brussel

Tel. +32 2 274 48 00

Fax +32 2 274 48 35 Email: contact@apd-gba.be

Websites: **https://www.autoriteprotectiondonnees.be**

https://www.gegevensbeschermingsautoriteit.be

DNS Belgium vzw — Engels Plein 35, bus 01.01, 3000 Leuven
www.dnsbelgium.be | +32 16 28 49 70 | support@dnsbelgium.be
IBAN & BIC BE65 2930 1514 5896 GEBABEBB | BTW BE 0466 158 640 RPR Leuven

Appendix 2 to the Data Processing Annex

TECHNICAL AND ORGANISATIONAL MEASURES INCLUDING TECHNICAL AND ORGANISATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA

1. **Access control to premises and facilities (physical):**

    a. Registrar will maintain physical security systems at all Registrar sites which are used to process Personal Data;
    b. physical access control will be implemented for all datacenters. Unauthorized access is prohibited by onsite staff, biometric scanning or security camera monitoring at all times (twenty-four (24) hours per day, seven (7) days per week);
    c. Registrar will maintain procedures for issuing identification badges to authorized staff and controlling physical access to systems under its control;
    d. turnstiles will be integrated with access control readers to control physical access at all sites at all times by requiring staff to present a photo identity card prior to entering a Registrar site; and
    e. visitors must be pre-approved before coming to Registrar sites which are used for to process Personal Data and will be required to present identification, sign a visitor log, and be escorted at all times while on the sites.

2. **Access control to systems (virtual):**

    a. Registrar will establish and maintain safeguards against an incident leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or unauthorised access to, Personal Data on its systems which are used to process Personal Data;
    b. access will be granted to personnel through documented access request procedures. The employees' managers or other responsible individuals must authorize or validate access before it is given;
    c. access controls are enabled at the operating system, database, or application level;
    d. administrative access will be restricted to prevent changes to systems or applications; and
    e. users will be assigned a single account and prohibited from sharing accounts.

3. **Access control to devices and laptops:**

Registrar will implement and maintain security measures with respect mobile devices and laptops that are used to process Personal Data.

DNS Belgium vzw — Engels Plein 35, bus 01.01, 3000 Leuven
www.dnsbelgium.be | +32 16 28 49 70 | support@dnsbelgium.be
IBAN & BIC BE65 2930 1514 5896 GEBABEBB | BTW BE 0466 158 640 RPR Leuven

4. **Access control to Personal Data:**
   a. access will be granted only after processing an approved “access control form”, i.e. LAN Logon ID, application access ID, or other similar identification;
   b. unique User IDs and passwords will be issued to the users; and
   c. users, once authenticated, will be authorized for access levels based on their job functions.

5. **Transmission and disclosure control:**
   a. Registrar will implement and maintain measures to prevent that Personal Data can be read, copied, modified or removed without authorization during electronic transmission or transport, and to enable to check and establish to which bodies the transfer of Personal Data by means of data transmission facilities is envisaged; and
   b. Registrar will maintain technology and processes designed to minimize access for illegitimate processing, including technology for the encryption of Personal Data.

6. **Input control:**
   a. Registrar will maintain system and database logs for access to all Personal Data under its control;
   b. all Registrar systems must be configured to provide event logging to identify a system compromise, unauthorized access, or any other security violation. Logs must be protected from unauthorized access or modification; and
   c. Registrar will maintain input controls on its systems.

7. **Job control:**
   a. Registrar will implement procedures to ensure the reliability of its employees and any other person acting under its supervision that may come into contact with, or otherwise have access to and process, those Personal Data, such as requiring a certificate of good conduct or any similar type of certificate prior to commencement of employment;
   b. Registrar will implement procedures to ensure that its personnel is aware of its responsibilities under this Data Processing Agreement. Registrar will instruct and train any persons it authorizes to have access to Personal Data on the applicable Data Protection Legislation as well as on all relevant security standards and will commit them in written form to comply with the data secrecy, the applicable Data Protection Legislation and other relevant security standards;
   c. Registrar will promptly act to revoke access to Personal Data due to termination, a change in job function, or in observance of user inactivity or extended absence; and
   d. Registrar will have in place a data protection policy and a document retention policy, with which its personnel must comply.

8. **Incident management:**
   a. Registrar will implement and maintain an incident management procedure that allows Registrar to inform the Registry Operator within the required time frame of any security breach;

DNS Belgium vzw — Engels Plein 35, bus 01.01, 3000 Leuven
www.dnsbelgium.be | +32 16 28 49 70 | support@dnsbelgium.be
IBAN & BIC BE65 2930 1514 5896 GEBABEBB | BTW BE 0466 158 640 RPR Leuven

b. may a security breach (potentially) affect Personal Data, Registrar must notify the Registry Operator in accordance with article 8.6(c) in schedule 1 to the Data Processing Agreement; and
c. the incident management procedure includes periodic evaluation of recurring issues that might indicate a security breach.

9. **Availability control:**
   Registrar will protect Personal Data against accidental destruction or loss by ensuring:
   a. workstations will be protected by commercial anti-virus and malware prevention software receiving regular definition updates; and
   b. upon detection of a virus or malware, Registrar will take immediate steps to stop the spread and damage of the virus or malware and to eradicate the virus or malware.

10. **Business continuity management:**
    a. Registrar will implement and maintain a business continuity plan that will, inter alia, allow Registrar to restore the availability and access to Personal Data in a timely manner in the event of a physical or technical unavailability; and
    b. Registrar will regularly evaluate this plan.

11. **Change management:**
    a. Registrar will implement, maintain a change management procedure; and
    b. as part of the change management procedure Registrar will evaluate the impact on the security and adapt the measures where needed to maintain the agreed security level.

12. **Control of instructions:**
    Registrar will implement and maintain procedures to ensure that Personal Data are processed only in accordance with the Registry Operator's instructions.

13. **Separation control:**
    Registrar will implement and maintain procedures to ensure that Personal Data collected for different purposes will be processed separately.

14. **Regular testing of security measures:**
    Registrar will frequently test, assess and evaluate the effectiveness of its technical and organisational security measures.

DNS Belgium vzw — Engels Plein 35, bus 01.01, 3000 Leuven
www.dnsbelgium.be | +32 16 28 49 70 | support@dnsbelgium.be
IBAN & BIC BE65 2930 1514 5896 GEBABEBB | BTW BE 0466 158 640 RPR Leuven