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Dotcomsport Processor Agreement 3.0

The Dotcomsport Processor Agreement 3.0 replaces any previous processor agreements. The principles of this Processor Agreement 3.0 fulfill obligations under the European General Data Protection Regulation (hereinafter: GDPR) and the principles such as in (inter)national security standards, jurisprudence and guidelines of the regulator are indicated. This latest version is available digitally in the products of the agreement.

This Dotcomsport Processor Agreement 3.0 contains two annexes:

1. In the Privacy Information annex (Annex 1), a description is given of the service provision, product characteristics and which categories of Personal Data are processed and for what purposes.
2. The Security annex (Annex 2) describes which technical and organizational security measures are being taken. Security must remain a constant point of attention and care.

The undersigned:

1. **<NAME OF INSTITUTION>**, having its registered office at **<ADDRESS>** in **<CITY>**, and duly represented by **<REPRESENTATIVE>** (hereinafter: **"the Sport Organization"**);

and

2. **Dotcomsport B.V.**, having its registered office at Gildenveld 13-15, 3892 DC in Zeewolde, The Netherlands, and duly represented by director **J. Henkes** (hereinafter: **"the Processor"**);

Referred to hereinafter jointly as the **"Parties"** and individually as the **"Party"**;

Whereas:

- a. The Sports Organization and Processor have entered into an agreement where the services mentioned in the signed order (digital sport software) hereinafter referred to as: Product and Service Agreement, to be supplied by the Processor on behalf of Sport Organization. This Product and Service Agreement will result in the Processor processing Personal Data on behalf of Sport Organization.
- b. The Parties wish to, in view of the provisions of Article 28 paragraph 3 General Data Protection Regulation, lay down their mutual rights and obligations for the Processing of Personal Data in this Processor Agreement.

And agree as follows:

Article 1: Definitions

In this Processor Agreement, the following definitions apply:

- a. Involved Parties, Processor, Third Party, Personal Data, Processing of Personal Data and Processing Officer: the terms as defined in the GDPR;
- b. Annex: an annex to this Processor Agreement;
- c. Personal Data Breach: a breach in regards to personal data, as referred to in Article 4 at 12) GDPR;
- d. Instructions: written or electronically directed instruction by the Processing Officer to the Processor in the context of its powers as formulated in this Processor Agreement or in the Product and Service Agreement. Instructions are provided by and to the contact people of the parties as included in the Annex(es);
- e. Supplier: supplier of Digital sport software, a publisher or supplier of a Membership administration system;

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- f. Agreement: the agreement concluded between the Sport Organization and the Processor and on the basis of which the Processor processes Personal Data for the Sport Organization for the purpose of the performance of this agreement;
- g. Privacy Information annex: one or more privacy information annex(es) as included in the Annex(es) that apply to the offered Digital sport software;
- h. Sport federation and sport club information tools: a digital product and/or digital service for the development (process), such as a membership administration system, game and training registration system, sport information system, sport participant administration, drill library system, player and staff communication system, dashboards and quality management systems as far as they contain Personal Data of Sport participants, an electronic Talent Development System and a Player Development System;
- i. Sub-processor: another party that is called in by the Processor for the Processing of the Personal Data in the context of the Processor Agreement and the Product and Service Agreement;
- j. GDPR: Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural people 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).
- k. Applicable Legislation and Regulations concerning the Processing of Personal Data: the applicable legislation and regulations and/or (further) treaties, regulations, directives, decrees, policy rules, instructions and/or recommendations from a competent public body concerning the Processing of Personal Data, also including future amendments of and/or supplements thereto, including laws of the Member States implementing the GDPR and the Telecommunications Act.

Article 2: Subject of the Processor Agreement

- 1. This Processor Agreement applies to the Processing of Personal Data in the context of the implementation of the Product and Service Agreement.
- 2. The Sport Organization shall give the Processor assignments and instructions for processing the Personal Data on behalf of the Sport Organization. The Sport Organization's instructions are described in more detail in the Processor Agreement and the Agreement.
- 3. The general provisions from the Processor Agreement apply for all Processing in the performance of the Agreement. The Processor shall immediately notify the Sport Organization if the Processor has reason to assume that the Processor can no longer comply with the Processing Agreement.

Article 3: Division of Roles

- 1. With regard to the Processing of Personal Data to be carried out on its instructions, the Sport Organization is the Processing Officer. The Processor is a Processor within the meaning of the GDPR. The Sport Organization has and maintains independent control over the (determination of) purpose and the means of the Processing of Personal Data.
- 2. The Processor shall ensure that the Sport Organization is adequately informed about the service(s) provided by the Processor and the Processing to be carried out prior to the conclusion of this Processor Agreement. The information provided enables the Sport Organization to understand which Processes are inextricably linked to an offered service and for which Processes the Sport Organization can make a choice for any optional services offered.
- 3. Without prejudice to the provisions elsewhere in this Processor Agreement, prior to the conclusion of this Processor Agreement, the Instructor will inform the Sport Organization in Annex 1 about the services referred to in Paragraph B, including any optional services, and the Processing that takes place in that context. The information included in Annex 1 must be described in understandable language, as a result of which the Sport Organization can agree to the acceptance of this service(s) and the execution of the associated Processing.
- 4. The Sport Organization incorporates the Processing of Personal Data referred to in paragraph 2 of this article into a register of the processing activities that take place under their responsibility.
- 5. Insofar as article 30, subsection 5 requires GDPR to do so, then in accordance with article 30, paragraph 2 of the GDPR, the Processor shall keep a register of all categories of processing activities carried out by the Processor for the benefit of a Sport Organization.
- 6. The Sport Organization and the Processor shall provide each other with all necessary information in order to enable proper compliance with the Applicable Laws and Regulations regarding the Processing of Personal Data.

Article 4: Use of Personal Data

1. The Processor undertakes not to use the Personal Data obtained from the Sport Organization for any other purpose or in any other way than for the purpose and in accordance with the manner in which the data have been provided or have become known to it. The Processor is therefore not permitted to perform any data processing operations other than instructed by the Sport Organization (in writing or electronically) to the Processor in the context of the implementation of the Product and Service Agreement, subject to any deviating EU or Member State provision, or judicial decision, in so far as no appeal against this is available on the basis of which the Processor is obliged to Process, including possible provision.
In that case, the Employer will inform the Sport Organization of the legal requirement prior to the Processing or the court order, unless such notification is forbidden for weighty reasons of general interest.
2. An overview of, among other things, the categories of Personal Data and the purpose for which the Personal Data are processed is set out in the Privacy Information annex to this Processor Agreement.
3. In the Privacy Information annex, the Processor specifies for which purposes, by the person responsible for the processing, personal data are processed when using his product and/or service, and which categories of personal data are processed.
4. If the Processor determines the purpose and the means of the Processing of Personal Data in violation of the GDPR, the Processor will be regarded as the Processing Officer with regard to that Processing.

Article 5: Confidentiality

1. The Processor guarantees that it will treat all Personal Data strictly confidentially in relation to third parties, including government agencies. The processor ensures that everyone involved in the Processing of Personal Data, including employees, representatives and/or Sub Processors, treats this information as confidential. The Processor guarantees that the people authorized to Process Personal Data have entered into a confidentiality agreement or clause, or that they are bound by a legal obligation of confidentiality.
2. The obligation of confidentiality referred to in paragraph 1 shall not apply in the following cases:
 - a. Insofar as the Sport Organization has explicitly given permission to provide the Personal Data to a Third Party;
 - b. if the provision of the Personal Data to a third party is necessary in view of the nature of the services to be provided by the Processor to the Sport Organization; or
 - c. if the Processor is required to provide information pursuant to an EU law or member state or a judicial decision, in so far as this is no longer subject to appeal.
3. The Processor refrains from providing or disclosing Personal Information to a Third Party, unless this provision or publication takes place on behalf of the Sport Organization or when this is necessary to comply with a court decision, in so far as no appeal is still available, or Processor resting legal obligation. Legal obligations include EU law or EU law provisions under which the Contractor is obliged to provide. In the event of a legal obligation, the Processor will verify the legal basis and the identity of the party that invokes it prior to the provision. In addition, unless such legislation prohibits this notification for important reasons of public interest, the Processor will immediately inform the Sport Organization of the information relevant to the Sporting Organization, if possible prior to the issuance.
4. The Processor shall ensure that the employees working under his authority only have access to personal data insofar as necessary for the performance of their work.

Article 6: Security and control

1. With due observance of the provisions of article 32 GDPR, the Processor, like the Sports Organization, shall ensure appropriate technical and organizational measures to protect Personal Data against unauthorized or unlawful processing and against unintentional loss, destruction or damage.
2. In addition to the measures referred to in Article 32 paragraph 1 GDPR, the following measures shall be taken, where appropriate:
 - a. an appropriate policy for the security of the Processing of Personal Data;
 - b. measures to ensure that only authorized users have access to the Personal Data processed in the framework of the Processor Agreement;

- c. arranging procedures for providing access to Personal Data (including registration and deregistration procedure for assigning access rights), and logging events relating to user activities, exceptions and information security events in log files. The Sport Organization is given the opportunity to periodically check these log files.
3. Parties will periodically evaluate and tighten, supplement or improve the security measures taken by it insofar as the requirements or (technological) developments give rise to this.
4. Annex 2 establishes the agreements between the Parties on the appropriate technical and organizational security measures, as well as on the content, form and method of the statements that the Processor provides on the agreed security measures.
5. The Processor shall enable the Sport Organization, in good consultation, to effectively comply with its statutory obligation to supervise compliance by the Processor with the technical and organizational security measures and with the fulfillment of the obligations in Article 7 with regard to Data breach.
6. In addition to the previous paragraphs, the Sport Organization has the right to, in consultation with the Processor and with observance of a reasonable period and in compliance with Applicable laws and regulations concerning the Processing of Personal Data, the Product, the Service Agreement and this Processor Agreement, including the technical and organizational security measures taken by Processor, have an audit carried out by an independent, certified external expert:
 - a. The parties can agree in mutual consultation that the audit will be carried out by an external expert who will issue a third-party statement (TPM) by the Processor, in consultation with the Sport Organization.
 - b. The auditor only provides the audit report to the Parties.
 - c. The parties make agreements about how to deal with the results of the audit.
 - d. Parties can agree in mutual consultation that, on the basis of a valid (inter)nationally recognized certification or an equivalent check or evidence, an already performed audit and third-party statement issued therefrom can be used. In that case, the Sport Organization will be informed about the results of the audit.
 - e. The parties agree that the costs of this audit will be charged to the Sport Organization, unless the audit reveals (major) defects that can be attributed to the Processor. In that case, the parties will consult on the distribution of the costs of the audit.

Article 7: Data Breach

2. The parties have an appropriate policy for dealing with Data Breach.
3. If the Sport Organization or Processor establishes a Data Breach, it will inform the other Party about this without undue delay as soon as it has become aware of that Data Breach. In the case of a Data Breach, the Processor will provide all relevant information to the Sport Organization regarding the Data Breach, including information about possible developments surrounding the Data Breach, and the measures taken by the Processor to limit the consequences of the Data Breach on its side and prevent repetition.
4. The Processor shall inform the Sport Organization without delay if there is a suspicion that a Data Breach is likely to pose a high risk to the rights and freedoms of people as referred to in Article 34 (1) of the GDPR.
5. At a Data Breach, the Processor will enable the Sport Organization to take appropriate follow-up steps with regard to the Data Breach. The Processor must seek connection with the existing processes that the Sport Organization has set up for this.

The Parties shall take all reasonably necessary measures as soon as possible to prevent or limit (further) violation or breaches concerning the Processing of the Personal Data, and in particular (further) violation of the Applicable laws and regulations concerning the Processing of Personal Data.
6. In the event of a Data Breach, the Sport Organization complies with any legal reporting obligations. In the event that a Data breach at the Processor affects several Sport Organizations equally, the Processor may, after consultation with one or more Processing Officers, notify the Data Protection Authority to the Dutch Data Protection Authority on behalf of the Sport Organizations. The Processor will immediately notify the Sport Organization (and if possible prior to the report) about the intention to do so.
7. In the event that the Data Breach is likely to pose a high risk to the rights and freedoms of people, the Sport Organization will inform the Data subjects about the Data Breach.
8. The parties will make agreements in good faith about the reasonable distribution of the possible costs associated with fulfilling the reporting obligations.
9. The Parties shall document all Data Breaches in an (incident) register, including the facts regarding the personal data breach, the consequences thereof and the corrective measures taken.

10. Regarding incidents relating to security other than a Data Breach, which fall outside the scope of article 1 sub c of this Processor Agreement, the Processor will inform the Sport Organization in accordance with the agreements as set out in Annex 2.

Article 8: Assistance

1. The Processor shall assist the Sports Organization in fulfilling the obligations of the Sports Organization under the terms of the GDPR and other Applicable laws and regulations regarding the Processing of Personal Data, such as - but not limited to:
 - a. fulfilling - to the extent reasonably possible - the obligation of the Sports Organization to comply with requests of the rights of the person concerned laid down in chapter III of the General Terms and Conditions within the statutory periods, such as a request for inspection, correction, supplementation, removal or foreclosure of Personal Data;
 - b. carrying out checks and audits as referred to in Article 6 of this Processor Agreement;
 - c. carrying out a data protection impact assessment (DPIA) and any resulting mandatory prior consultation of the Dutch Data Protection Authority;
 - d. compliance with requests from the Dutch Data Protection Authority or another government agency;
 - e. the preparation, assessment and reporting of data breaches as referred to in Article 7 of this Processor Agreement.
2. A complaint or request from a Data Subject or a request or investigation by the Data Protection Authority with regard to the Processing of the Personal Data shall be forwarded by the Processor to the Sports Organization, which is responsible for the handling of data, as far as legally permitted.
3. Parties do not charge each other for reasonable assistance. In the event that one of the Parties wishes to charge costs, this party will inform the other party in advance.

Article 9: Transfer to third countries outside the European Economic Area

1. The Processor shall only be entitled to transfer Personal Data to a third country or international organization if Sports Organization has given specific written permission to do so, unless a European Union law or Member State-specific provision requires the Processor to Process. In that case, the Processor will inform the Sports Organization in writing prior to the Processing of this provision, unless such legislation prohibits such notification for important reasons of general interest.
2. If after permission from the Sports Organization, Personal Data are passed on to third countries outside the European Economic Area or to an international organization as referred to in Article 4 paragraph 26 GDPR, then the Parties shall ensure that this only takes place in accordance with legal requirements and any obligations that may arise in this respect connected to the Sport Organization. If data is passed on to a third country or an international organization, this is stated in Annex 1 of this Processor Agreement, including a list of the countries where, or international organizations by whom, the Personal Data are processed.

It also indicates how the conditions on the basis of the GDPR for transferring Personal Data to third countries or international organizations have been met.

Article 10: Engaging Sub Processors

11. Sports Organization grants the Processor permission to engage Sub Processors, whose identity and location details are included in the Privacy Information Annex, by signing this Processor Agreement.
12. During the duration of the Processing Agreement, the Processors will inform the Sports Organization about an intended addition of a new Sub Processor or a change in the composition of the existing Sub Processors, whereby Sports Organization is offered the opportunity to object to these changes.
13. The Processor is obliged to impose on each Sub Processor at least the same data protection obligations by means of an agreement or other legal act as are imposed on the Processor in this Processor Agreement. This includes, among other things, the obligation not to Process the Personal Data any further than has been agreed in the context of this Processor Agreement, and the obligation to fulfill the confidentiality obligations, notification obligations, co-operation obligations and security measures relating to the Processing of Personal Data as in this Processor Agreement recorded. At the request of the Sports Organization, the Processor will provide copies of these Processor Agreements, or of the relevant passages from the Processor Agreement or another agreement or other binding legal act between the Processor and the Sub Processor engaged by it in accordance with Article 10, paragraph 1 of this Agreement.

Article 11: Retention periods and destruction of Personal Data

1. Sports Organization will adequately inform the Processor about (legal) retention periods that apply to the Processing of Personal Data by the Processor. Processor will Process the Personal Data no longer than according to these retention periods.
2. Sports organization requires the Processor to (have others) destroy the Contracted Data on behalf of Sports Organization unless the Personal Data must be kept for a longer period, such as in the context of (legal) obligations, or at the request of the Sports Organization.
The Sports Organization can have a check carried out at its own expense or destruction has taken place.
3. The processor will confirm (in writing or electronically) that the organization of the processed personal data has been destroyed.
4. The Processor will notify all Sub Processors involved in the Processing of the Personal Data of a termination of the Processor Agreement and will ensure that all Sub Processors destroy the Personal Data.

Article 12: Liability

1. A Party cannot invoke a limitation of liability, which is included in the Product- or Service Agreement or other agreements or arrangements existing between the Parties, in respect of by the other Party:
 - a. redress action pursuant to article 82 of the GDPR; or
 - b. compensation action under this Processor Agreement if and insofar as the action consists of redress of a fine paid to the Supervisor that is fully or partially attributable to the other Party. The provisions of this article are without prejudice to the remedies available to the party addressed under the applicable laws and regulations.
2. The provisions of paragraph 1 under b apply without prejudice to the provisions of Article 13, paragraph 2.
3. Each Party is obliged to inform the other Party without undue delay of a (possible) liability claim or the (possible) imposition of a fine by the Supervisor, both in connection with this Processor Agreement. Each Party is reasonably obliged to provide the other Party with information and/or provide support for the defense of a (possible) liability or fine, as referred to in the previous sentence. The Party that provides information and/or provides support is entitled to charge any reasonable costs in this respect to the other Party. Parties shall inform each other as much as possible in advance about these costs.

Article 13: Contradiction and amendment of the Processor Agreement

1. In the event of any inconsistency between the provisions of this Processor Agreement and the provisions of the Product and Service Agreement, the provisions of this Processor Agreement shall prevail.
2. If the Parties have to deviate from the articles in the Processor Agreement due to circumstances, or wish to supplement them, these changes and/or additions will be described by the Parties and substantiated in an overview that will be attached to this Processor Agreement as Annex 3. The provisions of this paragraph do not apply to supplements and / or amendments to Annex 1 and 2.
3. In the event of major changes in the product and/or the (additional) services that influence the Processing of the Personal Data, the Sport Organization will be informed in understandable language about the consequences of these changes before the Sports Organization accepts this. Important changes in any case include: the addition or modification of a functionality that leads to an extension with regard to the Personal Data to be Processed and the purposes under which the Personal Data are Processed.
The changes will be included in Annex 1.
4. Changes in the articles of the Processor Agreement can only be agreed jointly.
5. In the event that any provision of this Processing Agreement is or becomes null and void, voidable or otherwise unenforceable, the other provisions of this Processor Agreement shall remain in full force. In that case, the Parties will consult with each other to replace the void, voidable or otherwise unenforceable provision with an enforceable alternative provision. In doing so, the parties will take the utmost account of the purpose and purport of the invalid, annulled or otherwise unenforceable provision.

Article 14: Term and Termination

1. The term of this Processor Agreement is equal to the term of the Product and Service Agreement concluded between the Parties, including any extensions thereof.
2. This Processor Agreement ends upon the termination of the Product and Service Agreement. The termination of this Processor Agreement shall not release the Parties from their obligations arising from this Processor Agreement which by their nature are deemed to continue after termination.

Thus agreed, drawn up and signed in duplicate,

The Sport Organization

Dotcomsport B.V. (The Processor)



Name:
Title:
Date: ___/___/___

Name: J. Henkes
Title: Director
Date: 12/04/2018

Annex 1: Privacy Information Annex

Annex 2: Security Annex



ANNEX 1: PRIVACY INFORMATION DOTCOMCLUB

Dotcomsport B.V. is a supplier of ICT solutions and services for sport organizations where personal data is processed. We believe it is important to handle these personal details with the utmost care.

Dotcomsport B.V. is a 'Processor', who executes the assignment of a party.

The agreements that apply to this are outlined in the Processor Agreement of Dotcomsport B.V. In this Privacy Information annex, we focus on you as a party to inform you more specifically about our products and the associated data processing. This makes it clear which assignment you give as a party to Dotcomsport B.V. to process data. This Privacy Information annex also enables you to inform parents and athletes about the processing of personal data.

A. General information

Name product and/or service	: Dotcomclub
Name Processor and location details	: Dotcomsport B.V., Gildenveld 13-15, 3892 DC Zeewolde, The Netherlands
Explanation and functioning of product and service	: Player development system
Link to provider and/or product page	: www.dotcomsport.nl
Target group	: Amateur/Professional Sport Organizations
Users	: Authorized people of the Sport Organization, Sport participants, supervisors and external supervisors involved with the sport participant.

B. Basic and optional modules

When purchasing Dotcomclub, the Sport Organization can, in addition to the standard/basic module, opt for various optional modules in certain cases. The schedule included under E shows (in that case per module) which Personal Data are Processed and for which (included under C) purposes that takes place.

Status of purchased modules and activation of optional processing by actual use

The exact status of the services/modules purchased by the Sport Organization is visible in the last invoice or closed order agreement.

If at the commencement of use, the Processor makes all modules available in its product and/or service to the Sport Organization, the Processing will only take place if the Sport Organization has actually used the module in question.

When Dotcomclub makes use of so-called 'open fields', the Contractor cannot influence the Data Processed therein. If in the open fields, the Sport Organization includes Personal Data that is not/is stated in this Privacy Information annex and/or Personal Data used for purposes not mentioned in this Privacy Information annex, the Sport Organization does so under its own responsibility.

C. Purposes for processing data

Dotcomsport is a supplier of a digital product and/or digital service consisting of a Sport Organization and Sport Participant information medium. For these products and services, the following purposes apply:

Applicable		Purposes
X	A	The following possible data processing objectives in the context of this product and/or service apply: <ul style="list-style-type: none"> ○ the Sport Organization, providing and monitoring talent development, guiding and monitoring Sport participants or providing training and game advice, including: ○ the scheduling and modifying of training sessions and games; ○ the analysis and interpretation of sport results; ○ the tracking of personal (including medical) information of a Sport participant and the consequences thereof for following game and training sessions; ○ supervising and supporting the coaches and other supervisors within the Sport Organization; ○ the communication with Sport participants and supervisors of the Sport Organization; ○ monitoring and accountability, for the benefit in particular of (performance) measurements of the Sport Organization, effectiveness research of sport (form) or as support of Sport participants at games and training sessions;
X	B	Receiving/using Digital Information in accordance with the agreements made between the Sport Organization and the Supplier;
	C	Obtaining access to the offered Digital Service, including identification, authentication and authorization;
	D	The security, control and prevention of misuse and improper use and the prevention of inconsistency and unreliability in the Digital Service, Processed Personal Data;
X	E	The continuity and proper functioning of the Digital Service in accordance with the agreements made between the Sport Organization and the Supplier, including having maintenance carried out, making a backup, making improvements after errors or inaccuracies found and getting support;
X	F	Research and analysis based on strict conditions, comparable to existing codes of conduct in the area of research and statistics, for (the optimization of) the process or the policy of the Sport Organization;
X	G	The provision by the Sport Organization for research and analysis purposes of fully anonymized Personal Data to improve the quality of the sport;
X	H	Making Personal Data available to the extent necessary to comply with the legal requirements imposed on Digital resources;
	I	The implementation or application of another law.

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The schedule included under E shows which Personal Data (included under D) will be processed for each module and for which (included under C) purposes that will be done.

D. Categories and types of personal data

The Processor indicates which categories of personal data can be processed (optional or not) within Dotcomclub below. The schedule included under E shows which Personal Data (included under D) will be processed for each module and for which (included under C) purposes that will be done.

1. Description of the categories Involved of whom Personal Data are Processed and the categories Personal Data of the categories Involved:

Applicable	Category	Explanation
X	1. Contact details	name, first names, initials, titles, gender, date of birth, address, postal code, place of residence, telephone number and similar data required for communication; Limited set = name, e-mail, education; Personal set = date of birth, gender;
X	2. Club/federation number	an administration number that identifies sport participants
X	3. Nationality and place of birth	
X	4. Parents, guardians	data as referred to under 1, of the parents/guardians of sport participants
X	5. Medical data	information that is necessary with regard to the health or well-being of the person concerned or at his/her own request, insofar as these are necessary for participation in training and games;
	6. Religion	information concerning the religion or beliefs of the person concerned, insofar as these are necessary for the sport, or at his/her own request, insofar as necessary for the sport;
X	7. Development	data regarding the nature and course of sport development, as well as the achieved sport results; to know: Team/division Evaluation skills Training registration Game registration Sport tests Supervision sport participant, including development plan Attendance
X	8. Sport Organization	information in regards to the organization and the provision of games and training sessions;
	9. Finances	information in regards to calculating, recording and collecting registration fees, membership fees and training fees and contributions or fees for sport activities, as well as the bank account number of the person concerned;
X	10. Imagery	photographs and videos (imagery) with or without sound from activities of the Sport Organization;

X	11. Coach, Team Manager, (Head) Medical, Coordinator, Administration, (Head) Scout, Video analyst	details of employees and others involved in the Sport Organization, insofar as this data is important for the organization and the provision of training and supervision;
	12. Additional information	other than those referred to in items 1 to 11, the processing of which is required pursuant to or necessary for the application of another law. However, it must be stated which data it concerns.
	13. National Identification Number	

2. Type of Personal Data

a. Special Personal Data ~~is/is not~~* processed by the Processor. This concerns the categories: 3 and 5.

b. Sensitive Personal Data ~~is/is not~~* processed by the Processor. This concerns the categories: 7.

Categories 3, 5 and 6 are special Personal Data within the meaning of the GDPR. Categories 7, 9 and 13 are (in any case) seen as sensitive Personal Data.

3. Specific data storage periods of Personal Data (or assessment criteria to be determined by the Processor):

Category Personal Data	Storage period or assessment criteria
1. Contact details	*
2. Club/federation number	*
3. Etc.	*

* The principle remains that the Sport Organization may not store personal data longer than necessary for the purpose of the processing.

E. Personal Data Processes and purposes per chosen module

Below is explained, per Personal Data category, which function and within which module this Personal Data is processed in the context of Dotcomclub and on the basis of which of the above-mentioned purposes this happens:

Category Personal Data (1 until 14): 1. Contact details

Chosen module:	Functionalities	Product reference	Purpose
Basic Dotcomclub	Player Development System, player profile, teams setup, training sessions, games, evaluations, tests, medical, statistics	Dotcomclub	A
Video analysis	Coding, player profile, games and training sessions.	Dotcomclub + Module Video analysis	A
Scouting	Scouted player profile and scouting reports/analyses	Dotcomclub + Module Scouting	A

Category Personal Data (1 until 14): 3. Nationality and Place of Birth

Chosen module:	Functionalities	Product reference	Purpose
Basic Dotcomclub	Player profile	Dotcomclub	A
Video analysis	N/A	Dotcomclub + Module Video analysis	-
Scouting	Scouted player profile	Dotcomclub + Module Scouting	A

Category Personal Data (1 until 14): 4. Parents, guardians

Chosen module:	Functionalities	Product reference	Purpose
Basic Dotcomclub	Player profile	Dotcomclub	A
Video analysis	N/A	Dotcomclub + Module Video analysis	-
Scouting	Scouted player profile	Dotcomclub + Module Scouting	A

Category Personal Data (1 until 14): 5. Medical data

Chosen module:	Functionalities	Product reference	Purpose
Basic Dotcomclub	Closed role (Head) Medical and visible for player with own login details.	Dotcomclub	A
Video analysis	N/A	Dotcomclub + Module Video analysis	-
Scouting	N/A	Dotcomclub + Module Scouting	-

Category Personal Data (1 until 14): 7. Development

Chosen module:	Functionalities	Product reference	Purpose
Basic Dotcomclub	Player Development System, player profile, teams setup, training sessions, games, evaluations, tests, statistics	Dotcomclub	A
Video analysis	N/A	Dotcomclub + Module Video analysis	-
Scouting	Scouted player profile and scouting reports/analyses	Dotcomclub + Module Scouting	A

Category Personal Data (1 until 14): 8. Sport Organization

Chosen module:	Functionalities	Product reference	Purpose
Basic Dotcomclub	Player Development System, player profile, teams setup, training sessions, games, evaluations, tests, statistics	Dotcomclub	A
Video analysis	N/A	Dotcomclub + Module Video analysis	-
Scouting	N/A	Dotcomclub + Module Scouting	-

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Category Personal Data (1 until 14): 11. Coach, Team Manager, (Head) Medical, Coordinator, Administration, (Head) Scout, Video analyst

Chosen module:	Functionalities	Product reference	Purpose
Basic Dotcomclub	Teams setup and staff members section	Dotcomclub	A
Video analysis	N/A	Dotcomclub + Module Video analysis	-
Scouting	N/A	Dotcomclub + Module Scouting	-

F. Storage Processing Personal Data:

Processing takes place at Rackspace and the storage locations fall within the European Economic Area (EEA).

www.rackspace.com/information/legal/privacycenter/customer-data-security-and-privacy

Rackspace is in possession of a privacy shield certification:

<https://blog.rackspace.com/rackspace-now-part-of-eu-u-s-privacy-shield-program>

G. Sub Processors

Sport Organization gives the Processor written permission for the activation of a Sub Processor by signing the Processor Agreement. The Processor has the right to use other Sub Processors.

The Processor uses the following Sub Processors at the time of the Processing Agreement:

Name + location	Description of service	Country of storage + Processing
Rackspace, London	Web hosting	England

Note: if the Personal Data is processed outside the EEA, separate statements are made of the countries where the Personal Data is processed and in which way it is guaranteed that the data can legally be transmitted.

H. Contact details

For questions or comments about this annex or the operation of this product or service, please contact:

Johan Henkes

I. Version

Version 3.0 – May 1st, 2018

Annex 2: Security

Description of the measures as referred to in article 7 of the Processor Agreement

I. Description of the measures to ensure that only authorized personnel have access to the Processing of Personal Data.

Dotcomsport B.V. uses the internal privacy and ICT policy Dotcomgroup. This internal ICT and privacy policy (hereafter: 'policy') serves as a guideline on how privacy-related data, so-called personal data, are dealt with within our organizations. This policy has been drawn up by Dotcomgroup as a guide to the use of personal data but also to be able to show externally that we handle personal data carefully.

Below is explained which (groups of) employees of the Processor have access to which Personal Data, including a description of actions that these employees may perform with the personal data.

Groups of employees and Personal Data:	Actions:
First-line helpdesk, employees of the support department act as a point of contact. They answer 'basic questions', connect people through and, if necessary, report substantive questions.	End user support.
Second-line helpdesk, employees of the support department answer both basic and substantive questions, analyze incidents and solve and report this back to the relevant people.	End user support and after permission further support with inspection or analysis of the incident.
Third-line support, support staff and R&D are the experts and/or the developer of the software. They assist in analyzing incidents and resolving and reporting findings back to the second-line helpdesk.	Analyzing the incident.
Analysts/experts in product development have access to anonymous sets of results of product use, any problems/errors in usage.	Analysis of the use, aimed at improving the functionality, development and optimization of, detection and improvement of errors in the operation of the product.
IT database administrators have access to the databases. These can also be Sub Processors.	The actions of IT database administrators are aimed at the continuity and optimization of the ICT systems.

II. Description of the measures to protect the Personal Data against unintentional or unlawful destruction, unintended loss or alteration, unauthorized or unlawful storage, Processing, access or disclosure.

Dotcomsport uses the Certification scheme with CIA classification as a testing framework and for creating a solid basic level of information security and privacy for its products and services.

Below is the report of the CIA classification, the degree of compliance and the explanation of any deviations from the standards.

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Test form	Self-assessment		
Performer test	Dotcomsport department R&D		
CIA-classification	[Confidentiality=2, Integrity=1, Availability=1]		
Category	Measures	Compliance	Explanation
		[Satisfied/ not satisfied/ alternative measure]	[If not satisfied, indicate how/when this will be corrected. When alternative measure, describe]
Availability	Overload	Satisfied	
	Business continuity	Satisfied	
	Design	Satisfied	
	Monitoring	Satisfied	
	Testing	Satisfied	
	Software	Satisfied	
	Current threats	Satisfied	
Integrity	Traceability (users)	Satisfied	
	Backup	Satisfied	
	Application controls	Satisfied	
	Irrefutability data	Satisfied	
	Traceability (technical control)	Satisfied	
	Control integrity	Satisfied	
	Irrefutability application	Satisfied	
	Current threats	Satisfied	
Confidentiality	Life cycle data	Satisfied	
	Logical access	Satisfied	
	Physical access	Satisfied	
	Network access	Satisfied	
	Separation environments	Satisfied	
	Transport and physical storage	Satisfied	
	Logging	Satisfied	
	Review	Satisfied	
	Current threats	Satisfied	

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Organization of information security and communication processes

- The processor has an active information security policy.
- The processor has an information security coordinator (security officer) to take stock of risks relating to the Processing of Personal Data, to stimulate security awareness, to check provisions and to take measures that see compliance with the information security policy.
- The processor has set up a process for communication about information security incidents.

Employees

- Confidentiality statements are agreed and information security agreements are made with employees.

III. Description of the measures to identify weak spots with regard to the Processing of Personal Data in the systems that are used to provide services to the Sport Organization.

In order to protect the data of the users in the right way, various measures are applied within the organization that go along with the information security certification scheme.

- These may be technical measures, such as the use of Secure Socket Layer on the websites on which our service is made available. The R&D department ensures that these security measures are properly implemented and up to date.
- Another way to protect users' data is by using limited access to the data. Employees only have access to the systems and data required to perform the function. Access can also be gained by requesting a temporary password after permission from the Sport Organization and the manager.
- In addition to the authorization, an explicit function separation has also been set up. Access is based on a controlled authorization, which makes it possible to trace who exactly gained access. In this way, abuse and/or fraud with data is limited.
- The Processor systems are periodically checked against (inter)nationally recognized standards and standards for information security. In addition, the Processor security policy provides internal processes to identify vulnerabilities.

Reporting

The Processor constantly updates this information and informs users about changes to the measures taken to protect personal data against abuse through a specific role within the system.

In case you detect security risks, please contact the helpdesk of the Processor at +31 (0) 36 547 2119.

Informing about Data Breaches and/or incidents related to security

The way in which monitoring and identification of Data Breaches takes place:

The Processor monitors its services 24/7 (or otherwise the agreed period) and has taken the measures included in Annex 2 in order to prevent and identify unauthorized or unlawful access to data. Signals that indicate a Data Breach are assessed by the Security Officer of the Processor, who analyzes whether there is a Data Breach or not.

The way information is shared:

When a Data Breach occurs, the relevant Sport Organization will be informed by or on behalf of the Processor within 24 hours of the determination of a Data Breach by e-mail. Depending on the situation, information can also be shared via our website www.dotcomsport.nl and official social media channels and/or official distributors and/or commercial agents.

For follow-up actions or questions, please contact our helpdesk by telephone or e-mail via support@dotcomclub.nl or +31 (0) 36 547 2119.

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The Processor will share at least the following information when a Data Breach occurs:

- a. The characteristics of the incident, such as: date and time of detection, incident summary, cause and nature of the incident (what part of security, how did it occur, does it relate to reading, copying, changing, deleting/destroying and/or theft of personal data);
- b. The cause of the security incident;
- c. The measures taken to prevent possible/further damage;
- d. Identify those involved who may be affected by the incident, and the extent to how;
- e. The size of the group involved;
- f. The type of data affected by the incident (in particular, special data or data of a sensitive nature).

If a specific situation lends itself to this, then the Processor can make a (first) notification of a Data Breach to the Personal Data Authority. The Sport Organization is informed about this and in this case remains responsible for the report.

Version

This annex has last been updated on [May 1st, 2018].