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# DPO template appointment letter

**Appointment of an employee**

**as data protection officer (DPO)**

[CONTROLLER'S DETAILS]

hereinafter referred to as "Principal” or “Controller"

**hereby designates**

[NAME]

**as Data Protection Officer pursuant to Art. 37 GDPR.**

The appointment shall take effect on the date of signature of this appointment letter and last for an undefined period of time [*alternatively: specify the time limitation, making sure it’s not too short – at least 2 years should be granted*]. The Employee’s appointment as DPO expressly does not affect his/her underlying and potentially pre-existing employment relationship with the Principal.

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[*insert the following section only if applicable*]

The parties acknowledge and accept that the Controller is not required to appoint a DPO by law and that this appointment is made on a voluntary basis. Its duration is therefore subjected to the duration of the underlying Employee’s employment relationship with the Principal.

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**Tasks**

The Employee shall perform the tasks of a Data Protection Officer as defined in Art. 39 GDPR, including

* + informing and advising the Controller and its employees carrying out processing operations about their obligations under the GDPR and other applicable data protection provisions;
	+ monitoring compliance with the GDPR, other applicable data protection provisions and the Controller’s strategies for the protection of personal data, including the allocation of responsibilities, awareness-raising, and training of staff involved in the processing operations and related verifications;
	+ on request, advising in connection with the data protection impact assessment and its implementation pursuant to Art. 35 GDPR;
	+ cooperating with the supervisory authority; and
	+ acting as a contact point for the supervisory authority on issues related to processing, including prior consultation on the data protection impact assessment pursuant to Article 36 DS-GMO and, where appropriate, advising on all other issues.
	+ acting as a contact point for the exercise of data subjects’ rights as of Art. 12-23 GDPR, and processing their inquiries related to data processing activities.

**Position of the DPO**

In compliance with art. 38 GDPR, when exercising the tasks of a DPO, the Employee shall

* + always report directly to the highest management level of the Principal;
	+ not enjoy any power to represent the Principal;
	+ not be subjected to the Principal’s directive powers or instructions;
	+ always be provided with the necessary and adequate means, also in terms of personnel and financial resources, in order to duly perform its tasks and maintain and update its expertise;
	+ be always promptly involved by the Controller in all matters relating to the protection of personal data;
	+ never perform its tasks as DPO in any conflict of interest.

In this regard, the Employee confirms by signing this letter that his appointment will currently not result in any conflict of interest. The Employee further commits to notify the Controller immediately and in any case without undue delay, in case a conflict of interest should arise in the future.

**Closing provisions**

This appointment is subject to the condition precedent that the underlying employment contract between the Principal and the Employee is not terminated by the latter.

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[*option 1*]

The performance of the tasks of data protection officer shall be fully compensated with the salary provided for in the employment contract. The Principal shall ensure that the Employee's current duties as provided for in the employment contract are appropriately reduced in order to enable the Employee to perform his duties as data protection officer without changing his working hours.

[*option 2*]

The Employee shall receive an additional remuneration of [XX] EUR to perform their tasks as a DPO, against xx additional working hours per week.

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In all other respects and as far as this appointment letter does not specify otherwise, the employment relationship between the parties is regulated by the employment contract dated [DATE] to which full reference is made.

Principal:

(place, date) (signature)

Employee:

(place, date) (signature)