[This template is shared publicly on [https://www.iubenda.com/en/help/7687-eu-representative-appointment-template](https://www.iubenda.com/en/help/7689-non-disclosure-and-confidentiality-obligation-for-employees)]

# Designation of a representative pursuant to art. 27 GDPR

Hereby

(details of Controller)

[hereinfter: “Controller”]

designates

(details of representative)

[hereinafter: “Representative”]

as its Representative in the European Union, as required by art. 27 GDPR for controllers based outside the European Union.

**Remuneration**

The Representative shall receive a monthly/yearly remuneration of (EUR) (excluding applicable taxes) for the performance of its services under this designation contract.

**Term, termination**

This designation contract is closed without limit of time and can be terminated ordinarily with a 3-months-notice.

The right to terminate the contract extraordinarily without notice for any serious breach of law, contract or trust stays unaffected.

**Representative’s Obligations**

The Representative shall represent the Controller in all matters related to the protection of personal data with respect to data subjects and supervisory authorities within the EU.

In particular, the Representative shall

* + inform the Controller immediately and in any case without undue delay whenever an inquiry by a data subject or a supervisory authority is received and always maintain the Controller updated about any further developments of such inquiries;
  + reply in addition to or instead of the Controller to any inquiries, including but not limited to the exercise of the rights pursuant to art. 12-23 GDPR, by data subjects or supervisory authorities;
  + on request, cooperate with the supervisory authority in the performance of its tasks;
  + inform the Controller immediately and in any case without undue delay whenever any supervisory authorities has imposed or is likely to impose any sanction against the Controller or the Representative, providing accurate and complete information thereto related.

**Duty to cooperate**

The Representative shall furthermore assist the Controller in complying with the obligations concerning the security of personal data, including but not limited to the carrying out of data protection impact assessments and prior consultations, referred to in Articles 32 to 36 of the GDPR. These include:

* + Ensuring an appropriate level of protection through Technical and Organizational Measures that take into account the circumstances and purposes of the processing as well as the projected probability and severity of a possible infringement of the law as a result of security vulnerabilities and that enable an immediate detection of relevant infringement events.
  + The obligation to report a personal data breach immediately to Controller.
  + The duty to assist the Controller with regard to the Controller’s obligation to provide information to the data subject concerned and to immediately provide the Controller with all relevant information in this regard.
  + Supporting the Controller with its data protection impact assessment.
  + Supporting the Controller with regard to prior consultation of the supervisory authority.

**Records of processing activities**

The Representative shall maintain records of processing activities according to art. 30 GDPR and make it available to the supervisory authority on request.

**Indemnification**

The Representative commits to hold the Controller harmless from any claim arising from or connected to the Representative’s performance of its services under this contract that may be exerted against the Controller by any third party, including but not limited to data subjects and supervisory authorities, at first demand.

**Independence and lack of powers of representation**

The parties acknowledge and agree that nothing in this designation contract shall create or be interpreted as to create an employment or employment-like relationship between them.

Furthermore, with the exception of the obligations and duties specified in this contract or resulting from the GDPR or thereto connected applicable provisions, the Representative shall not be entitled to exert any powers on behalf and in the name of the Controller, including but not limited to the power to enter into obligations, waive or acquire rights, agree to settlements, deliver binding declarations (such as confessions) without the Controller's prior approval in writing.

**Closing provisions**

Any changes or amendments to this contract must be done in writing, including the waiver of this requirement.

This contract is regulated by the laws of the state where the Controller is based. EU data protection provisions shall always apply and prevail.

Should any provision of this contract be or become invalid or unenforceable, the remaining provisions shall stay unaffected. The invalid or unenforceable provision shall be replaced by the valid and enforceable one coming closest to the parties’ intent.

Exclusive venue of jurisdiction for any claims arising from or in connection with this contract shall be (PLACE).