Data Processing Agreement

Article 28 GDPR terms for client data held in the Novos CRM

Novos Ventures · novosventures.com · hello@novosventures.com

DRAFT TEMPLATE – NOT LEGAL ADVICE

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This agreement is made on [date] between [Client legal name], [company number], of [address] (the "Controller"); and Truway Sunergy Ltd, trading as Novos Ventures, a company registered in Ireland (CRO No. 577016), whose registered office is at [registered office address] ("Novos Ventures", "we", "us") (the "Processor"). It forms part of the Client Services Agreement.

1. Subject matter

1.1 The Processor processes personal data on the Controller's behalf to provide the Services, including storing records, documents and correspondence in the Novos CRM (crm.novosventures.com), preparing grant and funding applications, and communicating with funders and investors.

1.2 Categories of data subjects: the Controller's directors, shareholders, employees, contractors and contacts.

1.3 Types of personal data: names, contact details, job titles, CVs and biographies, identification and company documents supplied by the Controller, and correspondence. [No special category data unless agreed in writing.]

1.4 Duration: the term of the Services plus the retention period in clause 8.

2. Processor obligations

2.1 Process personal data only on the Controller's documented instructions, including this agreement, unless required by law.

2.2 Ensure people authorised to process the data are bound by confidentiality.

2.3 Implement appropriate technical and organisational measures (Article 32 GDPR), including access control and user accounts in the CRM, encrypted connections (HTTPS), virus checking of uploaded files, regular backups and activity logging.

2.4 Assist the Controller with data subject requests, security, breach notification and data protection impact assessments, taking into account the nature of the processing.

2.5 Notify the Controller without undue delay after becoming aware of a personal data breach.

2.6 Make available information necessary to demonstrate compliance and allow for reasonable audits on [__] days' notice.

3. Sub-processors

3.1 The Controller gives general authorisation for the Processor to use sub-processors. Current sub-processors: [hosting provider - name and location]; Anthropic PBC (AI drafting and research tools); Mailchimp / Intuit (email, where applicable); [others].

3.2 The Processor will inform the Controller of any intended change and the Controller may object on reasonable grounds. The Processor imposes equivalent data protection obligations on each sub-processor and remains liable for them.

4. International transfers

4.1 Where personal data is transferred outside the EEA, the Processor ensures an appropriate safeguard is in place, such as an adequacy decision (including the EU-US Data Privacy Framework) or the EU Standard Contractual Clauses.

5. AI processing

5.1 Personal data is only sent to AI tools where needed for the Services. The Processor uses AI providers under terms that do not permit them to use the data to train their models [confirm with provider terms].

6. Controller obligations

6.1 The Controller confirms it has a lawful basis to share the personal data and has given data subjects the information required by Articles 13 and 14 GDPR.

7. Liability

7.1 Liability is subject to the limits in the Client Services Agreement, except where the law does not allow limitation.

8. Return and deletion

8.1 At the end of the Services, the Processor will delete or return the personal data at the Controller's choice within [__] days, except where retention is required by law. Backups are overwritten in the normal cycle.

9. General

9.1 Entire agreement. This document (with any schedule or order form) is the whole agreement between the parties on its subject and replaces any earlier discussions.

9.2 Changes. Any change must be agreed in writing (email is enough) by both parties.

9.3 Assignment. Neither party may transfer this agreement without the other party's written consent, which will not be unreasonably withheld.

9.4 Notices. Notices must be in writing and sent by email to the address given by each party (for Novos Ventures: hello@novosventures.com) or by post to the registered office.

9.5 Severability. If any part of this agreement is found invalid, the rest remains in force.

9.6 No partnership. Nothing in this agreement creates a partnership, joint venture or employment relationship.

9.7 Third parties. No one other than the parties has any right to enforce this agreement.

9.8 Counterparts and e-signature. This agreement may be signed electronically and in counterparts.

9.9 Governing law. This agreement is governed by the laws of Ireland and the courts of Ireland have exclusive jurisdiction.

Signed for and on behalf of
[Client legal name] (Controller)

Signature: _____
Name: _____
Title: _____
Date: _____

Signed for and on behalf of
Truway Sunergy Ltd t/a Novos Ventures (Processor)

Signature: _____
Name: _____
Title: _____
Date: _____

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