Controller Data Processing Addendum
[PPG Client]

This Data Processing Addendum ("**Addendum**") is entered into as of [*insert date*] (“**Addendum Effective Date**”) and specifies the global data protection obligations of [*insert complete corporate name of Contracting Party*] ("**Supplier**") under the [*insert full name of Agreement*] Agreement, dated [*insert date of Agreement*] between [*insert PPG entity*] ("**PPG**") and Supplier (as amended from time to time, the "**Agreement**").

This Addendum applies to the processing of personal data carried out by PPG and Supplier in connection with Supplier’s services (the "**Services**") provided to PPG and its Affiliates ("**PPG Affiliates**") pursuant to the Agreement.

In the event of any conflict or inconsistency between the provisions of the Agreement and this Addendum, the provisions of this Addendum shall prevail. Save as specifically modified and amended in this Addendum, all of the terms, provisions and requirements contained in the Agreement shall remain in full force and effect and govern these terms.

**THE PARTIES HEREBY MUTUALLY AGREE AS FOLLOWS:**

1. **Definitions and Interpretation**
	1. In this Addendum the following words and phrases shall have the following meanings, unless inconsistent with the context or as otherwise specified.:

"**Data Protection Legislation**" all applicable laws relating to data privacy or data security, the processing of personal data, including without limitation (i) the General Data Protection Regulation (EU) 2016/679 (GDPR), (ii) the UK GDPR and Data Protection Act 2018, (iii) state and federal US privacy laws; (iv) China Personal Information Protection Law (PIPL); (v) the Personal Information Protection and Electronic Documents Act 2000 (PIPEDA); (vi) the General Data Protection Law (LGPD); and any legislation and regulation implementing or made pursuant to them, or which amends, replaces, re-enacts or consolidates any of them. References to “Data Processor”, “Data Subjects”, “Personal Data”, “Process”, “Processed”, “Processing”, “Processor” and “Supervisory Authority”, “Sell” or “Sale” have the meanings set out in and will be interpreted in accordance with such applicable laws.

"**Individual Data**" means any and all Personal Data, including [*insert types of personal data*] relating to the [*insert data subjects*] as provided by PPG or the Supplier for the purposes of the Services.

* 1. Clause and paragraph headings shall not affect the interpretation of this Addendum.
	2. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
1. Processing of Individual Data
	1. For the purposes of this Addendum, PPG and the Supplier act as independent Data Controllers in relation to the Individual Data they Process in the course of the performance of the Agreement and each shall comply with its respective obligations under applicable Data Protection Legislation in relation thereto.
	2. Each party shall promptly provide the other party such reasonable cooperation, information and assistance as required from time to time to enable such other party to comply with its obligations under applicable Data Protection Legislation.
	3. The parties shall not knowingly perform their obligations under this clause 2 in such a way as to cause the other party to breach any of its obligations under applicable Data Protection Legislation.
2. Security Measures
	1. The parties shall implement appropriate technical and organizational measures to ensure a level of security of the processing of Individual Data appropriate to risk.
	2. These measures shall include, at a minimum, the following security measures: (i) access to Individual Data limited to authorized personnel only; (ii) appropriate physical and logical (passwords) entry controls; (iii) securing areas for data processing; (iv) implementing areas for data processing; (v) monitoring procedures; (vi) audit trails; (vii) network intrusion technology, (viii) encryption and authentication technology; (ix) virus protection; (x) pseudonymisation where applicable; (xi) procedures to maintain availability resilience, confidentiality, integrity of Individual Data; (xii) procedures to test effectiveness of the measures; (xiii) measures to identify vulnerabilities; (xiv) employee and contractor training.
	3. At the request of the either Party, the other Party shall demonstrate the measures taken in pursuant to this Article and allow the requesting Party to audit such measures. The requested Party shall cooperate with such audits and allow the requesting Party access to any such information required by the requesting Party to ascertain compliance with this Article.
	4. Each Party will evaluate the measures as implemented in accordance with this Article on an ongoing basis to maintain compliance.
3. Data Transfer Mechanisms
	1. Subject to Annex 1 “International Transfers” for international transfers between the Parties, either Party may realize International Transfer of Individual Data to a processor, provided that each Party ensures such transfers comply with Applicable Data Privacy Laws. Without prejudice to the general authorization to transfer, the Supplier will inform and keep PPG updated of the countries to which the International Transfer is to be made.
4. Term and Termination
	1. Without prejudice to any rights that have accrued under this Addendum or any of its rights or remedies, either party may terminate this Addendum with immediate effect by giving written notice to the other party if the other party commits a material breach of this Addendum.
	2. This Addendum shall otherwise continue in full force and effect until expiry or termination of the Agreement.
	3. Termination of this Addendum shall not affect the accrued rights, remedies, obligations or liabilities of the parties existing at termination.
	4. Any provision of this Addendum that expressly or by implication is intended to come into or continue in force on or after termination of this Addendum shall remain in full force and effect.
5. Governing Law
	1. These terms and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the subject matter or formation of this Addendum shall be governed by and interpreted in accordance with the law specified in the Agreement. In the event that such law is not clearly specified in the Agreement, this Addendum and the relations of the parties hereunder shall be governed by the law of the place where the PPG entity has its registered office as indicated above.
	2. Supplier and PPG irrevocably agree that the courts specified in the Agreement shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) that arises out of, or in connection with, this Addendum or its subject matter or formation. In the event that such courts are not clearly specified in the Agreement, the courts of the place where the PPG entity has its registered office shall have sole jurisdiction.

**Annex 1**

**International Transfers**

1. **EEA.** To the extent Individual Data originates in the EEA, the following additional provisions shall apply:
	1. **International Transfers:** If transfer of Individual Data between the Parties implies a transfer outside of EEA, each party will take appropriate safeguards before any such transfer is made including ensuring that the country or territory to which the International Transfer is to be made is subject to a valid adequacy decision issued by the European Commission or adequacy is determined by another valid method under applicable Data Privacy Laws.
	2. **2021 Standard Contractual Clauses**. The parties agree that the 2021 Standard Contractual Clauses will apply to Individual Data that is transferred under this Addendum from the European Economic Area, either directly or via onward transfer, to any country or recipient outside the European Economic Area that is not recognized by the European Commission as providing an adequate level of protection for personal data. For data transfers from the European Economic Area that are subject to the 2021 Standard Contractual Clauses, the 2021 Standard Contractual Clauses will be deemed entered into (and incorporated into this Addendum by this reference) and completed as follows:

|  |
| --- |
| Module One (Controller to Controller) of the 2021 Standard Contractual Clauses will apply where PPG is an independent data controller and the Supplier is acting as an independent data controller. |
| Clause 17(Option 1) | French law |
| Clause 18(b) | Disputes will be resolved before the courts of France |
| Annex I, Part A | Data Exporter: [COMPLETE].Contact details: [COMPLETE]Signature and Date: By entering into the Agreement, Data Exporter is deemed to have signed these Standard Contractual Clauses incorporated herein, including their Annexes, as of the Effective Date of the Agreement.Data Importer: [COMPLETE]Contact details: [COMPLETE] |
| Annex I, Part B | The categories of data subjects are described in the Article 1.1 of this Addendum.The Sensitive Data transferred is described in the Article 1.1 of this Addendum.The frequency of the transfer is a continuous basis for the duration of the Agreement.The nature of the processing is described in the Agreement.The purpose of the processing is described in the Agreement.The period for which the personal data will be retained equals the duration of the Agreement. |
| Annex I, Part C | The Commission Nationale de l'Informatique et des Libertés (CNIL) will be the competent supervisory authority. |
| Annex II | Article 3 “Security Measures” of this Addendum serves as Annex II |

* 1. **Conflict.** To the extent there is any conflict between the Standard Contractual Clauses, and any other terms in this Addendum, the provisions of the Standard Contractual Clauses will prevail.
	2. **Binding corporate rules.** In casethe Supplier or Sub-Processor, as relevant, has in place binding corporate rules, it confirms that all of the Processing of Individual Data is covered by the Supplier's or Sub-Processor's binding corporate rules, the terms of which are incorporated into these terms. The Supplier agrees that PPG, as a data exporter, has the right to enforce these binding corporate rules against the Supplier or Sub-Processor, as relevant, including a right to compensation in the event that the rules are breached.
	3. **Impact Assessments.** Supplier shall assist PPG in conducting privacy impact assessments of any Processing operations and consulting with supervisory authorities, data subjects and their representatives accordingly.