S.T.A.R.

Data processing agreement (Article 28 GDPR)

The obligations Article 28 GDPR requires when a supplier processes personal data on a controller's behalf.

Identifier	STAR-TPL-DPA--subprocessors-general_transfers-y-EN
Version	1.0
Date	2026-10-21
Governing law	Italian
Language	English (courtesy translation)

Choices in this template	
Sub-processors	general authorisation
Transfers outside the EEA	yes

A template to adapt, prepared without a lawyer's review. It is not legal advice and binds no one until the parties sign it. Check the choices with a professional before use. Only the Italian text is binding; the English version is a courtesy translation.

Contents

Article 1 — Parties and subject 3
Article 2 — Instructions and confidentiality 3
Article 3 — Security 3
Article 4 — Sub-processors 3
Article 5 — Transfers outside the European Economic Area 3
Article 6 — Assistance to the Controller 3
Article 7 — End of processing and audits 3
Article 8 — Governing law and jurisdiction 4
Article 9 — Final provisions 4

Article 1 — Parties and subject

1.1 [Party A: name, registered office, tax code/VAT number] (the "Controller") appoints [Party B: name, registered office, tax code/VAT number] (the "Processor") as processor under Article 28 of Regulation (EU) 2016/679 (GDPR) for the processing needed for the service: [description].

1.2 The nature and purpose of the processing, types of data, categories of data subjects and duration are described in annex A.

Article 2 — Instructions and confidentiality

2.1 The Processor processes the data only on the Controller's documented instructions, including for transfers to third countries, unless required by Union or national law; in that case it informs the Controller first, where permitted.

2.2 The Processor immediately informs the Controller if it considers that an instruction infringes the GDPR.

2.3 Persons authorised to process the data are bound by confidentiality.

Article 3 — Security

3.1 The Processor adopts the technical and organisational measures of Article 32 GDPR described in annex B and keeps them up to date with the state of the art.

Article 4 — Sub-processors

4.1 The Controller gives general authorisation to engage sub-processors; the Processor gives 30 days' notice of any addition or replacement and the Controller may object on reasonable grounds.

4.2 The Processor imposes on sub-processors the same obligations as this agreement and remains liable to the Controller for them (Article 28(4) GDPR).

Article 5 — Transfers outside the European Economic Area

5.1 Transfers outside the EEA listed in annex C take place only to countries with an adequacy decision or under the Commission's standard contractual clauses, with any supplementary measures needed (Chapter V GDPR).

Article 6 — Assistance to the Controller

6.1 The Processor assists the Controller in answering data subjects' requests (Articles 12-22 GDPR) and with the obligations of Articles 32-36 GDPR.

6.2 The Processor notifies the Controller without undue delay, and in any case within 48 hours of discovery, of any personal data breach, with the information of Article 33(3) GDPR.

Article 7 — End of processing and audits

7.1 At the end of the service the Processor, at the Controller's choice, deletes or returns all the data and deletes copies, unless the law requires storage.

7.2 The Processor makes available the information needed to demonstrate compliance with Article 28 GDPR and allows audits by the Controller or its auditor, on 15 days' notice.

Article 8 — Governing law and jurisdiction

8.1 This agreement is governed by Italian law.

8.2 The courts of [competent court] have exclusive jurisdiction over any dispute concerning this agreement.

Article 9 — Final provisions

9.1 This agreement contains the whole agreement of the parties on its subject and supersedes any earlier understanding.

9.2 Any amendment must be in writing, failing which it is void.

9.3 If a clause is invalid, the others remain in force and the parties replace it with a valid clause whose effect is as close as possible.

Signatures

Place and date: [place], [date]

For [Party A: name, registered office, tax code/VAT number]

_____

For [Party B: name, registered office, tax code/VAT number]

_____

Specific approval (Articles 1341 and 1342 of the Civil Code)

The parties declare that they have read and specifically approve the following clauses: 8.2 (Governing law and jurisdiction).

For [Party A: name, registered office, tax code/VAT number]

_____

For [Party B: name, registered office, tax code/VAT number]

_____

Annex — Legal acts cited

Act	Official title (as verified)	Verified
Regulation (EU) 2016/679 (GDPR)	Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons 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) (Text with EEA relevance)	2026-10-21

Integrity of this document

SHA-256 of the text of this document (UTF-8, articles and clauses as printed):

`21a01ba5ac0c485d80d1c241f1308125e1cb77135023d9b26240757dee8a301b`

It can be recomputed with qa/verify_contracts.py from the extracted text; the SHA-256 of the PDF file is in the pack's manifest.