

Orient-Institut Istanbul DATA PROCESSING ADDENDUM

(Last updated May 05, 2024)

This Data Processing Addendum together with its Schedules and Appendices (“DPA”) forms a part of the Orient-Institut Istanbul Terms of Service and Privacy Policy, both as updated from time to time, or other applicable agreement between Orient-Institut Istanbul (“OII”) and the customer (“Customer”) identified in such agreement (“Agreement”) for the use of OII’ online services (“Services”). All capitalized terms not defined herein shall have the meaning set forth in the Agreement. To the extent of any conflict between this DPA, any previously executed data processing addendum, and the Agreement, this DPA will govern.

Customer enters into this DPA on behalf of itself and, to the extent required under applicable Data Protection Laws and Regulations, on behalf of Customer’s Authorized Affiliates. For the purposes of this DPA only, “Customer” shall include Customer and Authorized Affiliates. This DPA reflects the parties’ agreement with regard to the Processing of Personal Data. In the course of providing the Services to Customer pursuant to the Agreement, OII may process Personal Data on behalf of Customer, and the Parties agree to comply with the following provisions with respect to any Personal Data.

DATA PROCESSING TERMS

1. DEFINITIONS

“Affiliate” means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. “Control,” for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

“Authorized Affiliate” means any of Customer’s Affiliate(s) which (a) is subject to the data protection laws and regulations of the European Union, the European Economic Area and/or their member states, Switzerland and/or the United Kingdom, (b) is permitted to use the Services pursuant to the Agreement between Customer and OII but has not signed its own Agreement with OII and is not a “Customer” as defined under the Agreement, and (c) qualifies as a Controller of Personal Data Processed by OII.

“Controller” means the entity which determines the purposes and means of the Processing of Personal Data, and includes “business” as defined in the CCPA.

“Customer Data” means what is described in the OII Privacy Policy, available at <https://oiist.org/about/policies/privacy>, as “your data”, “your information” or similar terms.

“Data Protection Laws and Regulations” means all laws and regulations applicable to the Processing of Personal Data under the Agreement, including, to the extent applicable, laws and regulations of the European Union, the European Economic Area and their member states, Switzerland and the United Kingdom including the General Data Protection Regulation, Regulation (EU) 2016/679 (“GDPR”); the Swiss Federal Act on Data Protection (“FADP”); the United Kingdom Data Protection Act of 2018 (“UK GDPR”); and the California Consumer Privacy Act, Cal. Civ. Code

§ 1798.100 et seq. and associated regulations and amendments, including, when effective, the California Privacy Rights Act amendments (“CCPA”) and the privacy laws of other U.S. states (collectively, “U.S. Privacy Laws”).

“Data Subject” means the identified or identifiable person to whom Personal Data relates.

“End Users” means end users such as employees, contractors, or clients of an external party.

“Personal Data” means any information that is Customer Data and that relates to (i) an identified or identifiable natural person and/or (ii) an identified or identifiable legal entity (where such information is protected similarly as personal data under applicable Data Protection Laws and Regulations).

“Processing” (including its various forms) means any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

“Processor” means the entity that Processes Personal Data on behalf of the Controller and includes a “service provider” as defined under the CCPA.

“Security, Privacy and Architecture Documentation” means OII’s security overview and security whitepaper, that will soon be available at <https://oiist.org/about/policies/security>.

“Standard Contractual Clauses” means the contractual clauses annexed to the European Commission's Implementing Decision 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council, located at http://data.europa.eu/eli/dec_impl/2021/914/oj, and completed as set forth in Section 11 below.

“Subprocessor” means any Processor engaged by OII.

“Supervisory Authority” means an independent public authority that is established by an EEA State pursuant to the GDPR, the UK’s Information Commissioner’s Office and/or the Swiss Federal Data Protection and Information Commissioner.

2. PROCESSING OF PERSONAL DATA

2.1 Roles of the Parties. The parties acknowledge and agree that with regard to the Processing of Personal Data, Customer is either a Controller or Processor of Personal Data and OII is a Processor.

2.2 Customer’s Processing of Personal Data. Customer shall, in its use of the Services:

2.2.1 Process Personal Data in accordance with the requirements of Data Protection Laws and Regulations. For the avoidance of doubt, Customer’s instructions for the Processing of Personal Data shall comply with Data Protection Laws and Regulations;

- 2.2.2 have sole responsibility for the accuracy, quality, and legality of Personal Data and the means by which Customer acquires Personal Data;
- 2.2.3 have provided adequate notices to, and obtained valid consents from, any Data Subjects relating to the Processing (including the disclosure) of Personal Data by Customer and, as applicable, to cross-border transfers of such Personal Data; and
- 2.2.4 shall not, by act or omission, cause OII to violate any Data Protection Laws and Regulations, or notices provided to or consents obtained from Data Subjects as result of Processing the Personal Data.

2.3 **OII's Processing of Personal Data.**

- 2.3.1 OII shall treat Personal Data as confidential information and shall only Process Personal Data: (1) to fulfill its obligations to Customer under the Agreement, including this DPA; (2) on behalf of Customer and in accordance with Customer's documented instructions; and (3) in compliance with Data Protection Laws and Regulations. This DPA and the Agreement are Customer's complete and final documented instructions to OII for the Processing of Personal Data. Any additional or alternate instructions must be agreed upon separately.
- 2.3.2 The subject matter of Processing of Personal Data by OII is the performance of the Services pursuant to the Agreement. The duration of the Processing, the nature and purpose of the Processing, and the types of Personal Data and categories of Data Subjects Processed under this DPA are further specified in Schedule 1.
- 2.3.3 Without prejudice to section 2.3.1, OII shall:
 - i. Not sell Personal Data or share Personal Data for purposes of cross-context behavioral advertising or targeted advertising.
 - ii. Not attempt to (a) re-identify any pseudonymized, anonymized, aggregate, or deidentified Personal Data or (b) link or otherwise create a relationship between Customer Data and any other data, without Customer's express authorization;
 - iii. Not retain, use, or disclose Personal Data outside of the direct business relationship between Customer and OII;
 - iv. Comply with any applicable restrictions under EU Privacy Laws on combining Personal Data with personal data that OII receives from, or on behalf of, another person or persons, or that the OII collects from any interaction between it and a data subject; and
 - v. Immediately notify Customer if OII determines that (a) it can no longer meet its obligations under this DPA or Data Protection Laws and Regulations; (b) it has breached this DPA; or (c) in OII's opinion, an instruction from Customer infringes Data Protection Laws and Regulations.

- 2.3.4 OII shall promptly notify Customer of any government requests for access to or information about OII's Processing of Personal Data on Customer's behalf unless prohibited by Data Protection Laws and Regulations. OII will provide Customer with reasonable cooperation and assistance in relation to any such request. If OII is prohibited by applicable Data Protection Laws and Regulations from disclosing the details of a government request to Customer, OII shall inform Customer that it can no longer comply with Customer's instructions under this DPA without providing more details and await Customer's further instructions. OII shall use all available legal mechanisms to challenge any demands for data access through national security process that it receives, as well as any non-disclosure provisions attached thereto.
- 2.3.5 OII shall provide reasonable assistance to and cooperation with Customer for Customer's performance of a data protection impact assessment of Processing or proposed Processing of Personal Data, when required by applicable Data Protection Laws and Regulations, and at Customer's reasonable expense.
- 2.3.6 OII shall provide reasonable assistance to and cooperation with Customer for Customer's consultation with regulatory authorities in relation to the Processing or proposed Processing of Personal Data, including complying with any obligation applicable to OII under Data Protection Laws and Regulations to consult with a regulatory authority in relation to OII' Processing or proposed Processing of Personal Data.
- 2.3.7 OII certifies that it understands its obligations under this DPA (including without limitation the restrictions under Section 2) and that it will comply with them.

3. DATA SUBJECT REQUESTS

OII shall, to the extent legally permitted, promptly notify Customer if OII receives a request from a Data Subject to exercise the Data Subject's rights related to Personal Data under Data Protection Laws and Regulations, including the right of access, right to rectification, restriction of Processing, erasure ("right to be forgotten"), data portability; to object to the Processing, or to assert its right not to be subject to an automated individual decision making process ("Data Subject Request"). Taking into account the nature of the Processing, OII shall assist Customer by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of Customer's obligation to respond to a Data Subject Request under Data Protection Laws and Regulations. In addition, to the extent Customer, in its use of the Services, does not have the ability to address a Data Subject Request, OII shall upon Customer's request provide commercially reasonable efforts to assist Customer in responding to such Data Subject Request, to the extent OII is legally permitted to do so and the response is required under Data Protection Laws and Regulations. To the extent legally permitted, Customer shall be responsible for any costs arising from OII's provision of such assistance.

4. OII PERSONNEL

- 4.1 **Confidentiality.** OII shall ensure that its personnel engaged in the Processing of Personal Data are informed of the confidential nature of the Personal Data, have received appropriate training on their responsibilities, and have executed written confidentiality agreements. OII shall ensure that such confidentiality obligations survive the termination of the personnel engagement.
- 4.2 **Reliability.** OII shall take commercially reasonable steps to ensure the reliability of any OII personnel engaged in the Processing of Personal Data.
- 4.3 **Limitation of Access.** OII shall ensure that OII's access to Personal Data is limited to those personnel performing Services in accordance with the Agreement.
- 4.4 **Questions.** For questions about this DPA or any other privacy matters, please send an email to privacy@oiist.org.

5. SUBPROCESSORS

- 5.1 **Appointment of Subprocessors.** Customer acknowledges and agrees that OII may engage thirdparty Subprocessors in connection with the provision of the Services. OII has entered into a written agreement with each Subprocessor containing data protection obligations not less protective than those in this DPA with respect to the protection of Personal Data, to the extent such is applicable to the nature of the Services provided by such Subprocessor.
- 5.2 **List of Current Subprocessors and Notification of New Subprocessors.** OII shall make available to Customer the current list of Subprocessors for the OII Services on OII's website.
- 5.3 **Objection Right for New Subprocessors.** Customer may object to OII's use of a new Subprocessor by notifying OII by [email](#).

6. SECURITY

- 6.1 **Controls for the Protection of Personal Data.** OII shall maintain appropriate technical and organizational measures to protect the security (including protection against unauthorized or unlawful Processing; accidental or unlawful destruction, loss or alteration or damage; or unauthorized disclosure of, or access to, Personal Data), confidentiality, and integrity of Personal Data, as set forth in the Security, Privacy and Architecture Documentation. OII will not materially decrease the overall security of the Services during a subscription term.
- 6.2 **Unauthorized Processing of Personal Data.** Customer retains the right to take reasonable and appropriate steps to stop and remediate unauthorized Processing of Personal Data, including any Processing of Personal Data not authorized in this DPA.

7. PERSONAL DATA INCIDENT MANAGEMENT AND NOTIFICATION

OII maintains security incident management policies and procedures specified in the Security, Privacy and Architecture Documentation (available soon) and the Agreement. OII shall notify Customer without undue delay, and in compliance with Data Protection Laws and Regulations, after becoming aware of the accidental or unlawful destruction, loss, alteration, or unauthorized

disclosure of, or access to, Personal Data transmitted, stored, or otherwise Processed by OII or its Subprocessors (a “**Personal Data Incident**”). OII shall make reasonable efforts to identify the cause of such Personal Data Incident and take those steps as OII deems necessary and reasonable in order to remediate the cause of such a Personal Data Incident to the extent the remediation is within OII’s reasonable control. The obligations herein shall not apply to incidents that are caused by Customer or Customer’s End Users.

8. RETURN AND DELETION OF PERSONAL DATA

Upon termination of the Agreement, OII shall return Personal Data to Customer and, to the extent allowed by applicable law, delete Personal Data in accordance with the procedures and timeframes specified in the Security, Privacy and Architecture Documentation.

9. AUTHORIZED AFFILIATES

- 9.1 **Contractual Relationship.** Each Authorized Affiliate agrees to be bound by the terms of this DPA and, to the extent applicable, the Agreement. Further, all access to and use of the Services by Authorized Affiliates must comply with the terms and conditions of the Agreement, and any violation of the terms and conditions of the Agreement by an Authorized Affiliate shall be deemed a violation by Customer. For the avoidance of doubt, an Authorized Affiliate is not and does not become a party to the Agreement by Customer entering into this DPA, and is only a party to the DPA.
- 9.2 **Communication.** Customer shall remain responsible for coordinating all communication with OII under this DPA and be entitled to make and receive any communication in relation to this DPA on behalf of its Authorized Affiliates.
- 9.3 **Rights of Authorized Affiliates.** Where an Authorized Affiliate becomes a party to the DPA with OII, it shall, to the extent required under applicable Data Protection Laws and Regulations, be entitled to exercise the rights and seek remedies under this DPA, subject to the following:
- 9.3.1 Except where applicable Data Protection Laws and Regulations require that the Authorized Affiliate exercise a right or seek any remedy under this DPA against OII directly by itself, the parties agree that (a) only Customer shall exercise any such right or seek any such remedy on behalf of the Authorized Affiliate, and that (b) Customer shall exercise any such rights under this DPA in a combined manner for all of its Authorized Affiliates together (as set forth, for example, in Section 9.3.2, below), not separately for each Authorized Affiliate individually.
- 9.3.2 The parties agree that Customer shall, when carrying out an on-site audit of the procedures relevant to protecting Personal Data, take all reasonable measures to limit any impact on OII and its Subprocessors by combining, to the extent reasonably possible, several audit requests carried out on behalf of different Authorized Affiliates in one single audit.

10. LIMITATION OF LIABILITY

To the extent permitted under applicable Data Protection Laws and Regulations, each party's and all of its Affiliates' liability arising out of or related to this DPA and all DPAs between Authorized Affiliates and OII, whether in contract, tort or under any other theory of liability, is subject to the limitations of liability set forth in the Agreement, and such limitations apply to the aggregate liability of that party and all of its Affiliates under the Agreement and all DPAs together. For the avoidance of doubt, OII's and its Affiliates' total liability for all claims from the Customer and all of its Authorized Affiliates arising out of or related to the Agreement and each DPA shall not be understood to apply individually and severally to Customer and/or to any Authorized Affiliate that is a contractual party to any such DPA.

SCHEDULE 1

ANNEX I

A. LIST OF PARTIES

Data exporter(s):

Name: The entity identified as Customer in the DPA or such other agreement between OII and Customer

Address: The Address for the Customer associated with the OII account

Contact person's name, position and contact details: The contact details associated with the OII Account

Activities relevant to the data transferred under these Clauses: The activities specified in the DPA

Signature and date: By using OII's services to transfer data to Third Countries, the exporter will be deemed to have signed Annex 1

Role (controller/processor): Controller, or in some instances Processor

Data importer(s):

Name: Orient-Institut Istanbul

Address: Galip Dede Cad. No. 65, 34421 Beyoğlu - İstanbul, Turkey

Contact person's name, position and contact details: Alisan Zafer, IT-Management, alisan.zafer@oiist.org

Activities relevant to the data transferred under these Clauses: OII is a German humanities research institute which processes personal data upon the instruction of the data exporter in accordance with the terms of the agreement between the data exporter and OII.

Signature and date: By processing the data exporter's data on data exporter's instructions, the data importer will be deemed to have signed this Annex I

Role (controller/processor): Processor

B. DESCRIPTION OF TRANSFER

Categories of data subjects whose personal data is transferred

Data exporter and/or data subjects (as directed by data exporter), may submit personal data to the Services concerning the following categories of data subjects:

- Prospects, customers business partners and vendors (who are natural persons) of data exporter;
- Employees or contact persons of data exporter's prospects, customers, business partners and vendors;

- Employees, agents, advisors, independent contractors, members and/or freelancers of data exporter; and/or
- Other categories of data subjects as expressly determined by the data exporter.

Categories of personal data transferred

Data exporter and/or data subjects (as directed by data exporter) may submit personal data to the Services, the type, extent and detail of which is determined and controlled by the data exporter and/or the data subject in its sole discretion.

Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialized training), keeping a record of access to the data, restrictions for onward transfers or additional security measures.

Data exporter and/or data subjects (as directed by data exporter) may submit Sensitive Data to the Services, the type, extent and detail of which is determined and controlled by the data exporter and/or the data subject in its sole discretion. Oll takes the security and privacy of data very seriously. The restrictions and safeguards that apply to all Personal Data, including any Sensitive Data, can be found in Oll's Privacy Policy, as updated from time to time and accessible at <https://oiist.org/en/data-protection>; security policies, as updated from time to time and accessible at <https://oiist.org/en/policies/security> (coming soon).

The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis).

Data exporter and/or data subjects (as directed by data exporter) may submit personal data to the Services either once, or on a continuous basis (for example by making changes to personal data) as determined and controlled by the data exporter and/or the data subject in its sole discretion.

Nature of the processing

Oll processes personal data only as necessary to perform the Services and only performs the type(s) of processing as instructed by the data exporter and/or data subject and only pursuant to the Agreement, the DPA and these Clauses.

Purpose(s) of the data transfer and further processing

The purposes of the processing are determined solely by the data exporter and/or data subject in its sole discretion.

The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period

Subject to any other terms allowing or requiring longer retention, and subject to Oll's normal data retention policies, Oll only processes personal data for the duration of the Agreement, unless the data is deleted prior thereto by the data exporter and/or data subject.

For transfers to (sub-)processors, also specify subject matter, nature and duration of the processing

OII transfers Personal Data to Sub-processors as set forth in OII's Privacy Policy, available at <https://oiist.org/en/data-protection/privacy-policy>.

C. COMPETENT SUPERVISORY AUTHORITY

Identify the competent supervisory authority/ies

The competent supervisory authority will be determined in accordance with the GDPR.

ANNEX II - TECHNICAL AND ORGANISATIONAL MEASURES INCLUDING TECHNICAL AND

ORGANISATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA

The various measures we take to ensure an appropriate level of security, taking into account the nature, scope, context and purpose of the processing, and the risks for the rights and freedoms of natural persons, can be found in OII's Privacy Policy, as updated from time to time and accessible at <https://oiist.org/en/data-protection/privacy-policy>; security policies, as updated from time to time and accessible at <https://oiist.org/en/data-protection>. You can find out more about each sub-processors privacy policy for each OII service <https://oiist.org/en/data-protection/organization-processors>.

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