# Data Processing Agreement

Pursuant to Article 28 of the General Data Protection Regulation (EU) 2016/679

## 1. Parties

This Data Processing Agreement ("DPA") is entered into between:

**Data Controller** ("Controller"):
Organization: _____
Address: _____
Contact person: _____
Email: _____

**Data Processor** ("Processor"):
Mapsurvey, operated by Artem Konuchov
Email: info@mapsurvey.org

## 2. Subject Matter and Duration

The Processor processes personal data on behalf of the Controller in connection with the provision of the Mapsurvey platform — an open-source geospatial survey tool that enables the Controller to create, distribute, and analyze map-based surveys.

This DPA shall remain in effect for the duration of the Controller's use of the Mapsurvey platform and shall automatically terminate upon deletion of the Controller's account and all associated data.

## 3. Nature and Purpose of Processing

The Processor processes data solely for the purpose of:

• Hosting and storing surveys created by the Controller

• Collecting and storing survey responses submitted by respondents

• Providing data export functionality (GeoJSON, CSV)

• Maintaining user accounts for the Controller's authorized personnel

## 4. Types of Personal Data

| Category | Data Elements | Data Subjects |
|---|---|---|
| Account data | Email address, username, hashed password | Survey creators (Controller's staff) |
| Survey responses | Text answers, numeric values, geographic coordinates (points, lines, polygons), uploaded images | Survey respondents |
| Technical data | Session identifiers (non-persistent, no IP addresses stored) | Survey respondents |

**Important note:** Survey respondents are not required to provide any personal data. The Mapsurvey platform does not collect names, email addresses, IP addresses, or any other personal identifiers from respondents. Whether survey responses constitute personal data depends entirely on the questions designed by the Controller.

## 5. Obligations of the Processor

### 5.1 Processing Instructions

The Processor shall process personal data only on documented instructions from the Controller, including with regard to transfers of personal data to a third country, unless required to do so by Union or Member State law.

### 5.2 Confidentiality

The Processor shall ensure that persons authorized to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

### 5.3 Security Measures

The Processor implements the following technical and organizational measures:

- Encryption in transit (TLS/HTTPS for all connections)
- Encrypted database connections (PostgreSQL with TLS)
- Password hashing using PBKDF2 with SHA-256
- CSRF, XSS, SQL injection, and clickjacking protection (Django security framework)
- Access control: role-based permissions for survey management

- No third-party trackers, advertising scripts, or analytics tied to individual users

- Regular security updates and dependency patching

**5.4 Sub-processors**

The Processor engages the following sub-processors:

| Sub-processor | Purpose | Location | Certification |
|---|---|---|---|
| Render Services, Inc. | Cloud hosting and database infrastructure | Frankfurt, Germany (EU) | SOC 2 Type II |

The Processor shall inform the Controller of any intended changes concerning the addition or replacement of sub-processors, giving the Controller the opportunity to object to such changes.

**5.5 Data Subject Rights**

The Processor shall assist the Controller in responding to requests from data subjects exercising their rights under GDPR (access, rectification, erasure, restriction, portability, objection), taking into account the nature of the processing.

**5.6 Data Breach Notification**

The Processor shall notify the Controller without undue delay after becoming aware of a personal data breach. The notification shall include:

- A description of the nature of the breach

- The categories and approximate number of data subjects concerned

- The likely consequences of the breach

- The measures taken or proposed to address the breach

**5.7 Deletion and Return of Data**

Upon termination of this agreement or upon request by the Controller, the Processor shall delete all personal data processed on behalf of the Controller, unless Union or Member State law requires storage of the personal data. The Controller may export all data at any time using the built-in export functionality.

## 6. Obligations of the Controller

The Controller shall:

- Ensure a lawful basis exists for any personal data collected through surveys

- Inform respondents about data processing where required by applicable law

- Design surveys in compliance with data minimization principles

- Not use the platform to collect special categories of personal data (Article 9 GDPR) without appropriate safeguards

## 7. Audits

The Processor shall make available to the Controller all information necessary to demonstrate compliance with the obligations laid down in Article 28 GDPR. The Processor shall allow for and contribute to audits, including inspections, conducted by the Controller or another auditor mandated by the Controller. As Mapsurvey is open-source software, the Controller may audit the codebase at any time via the public GitHub repository.

## 8. Governing Law

This DPA shall be governed by the laws of the Federal Republic of Germany, without regard to its conflict of law provisions. The courts of Berlin, Germany shall have exclusive jurisdiction.

# 9. Signatures

**Data Controller**

_____

Name, Title

_____

Signature

_____

Date

**Data Processor**

Artem Konuchov

Mapsurvey

_____

Signature

_____

Date