

Declaration of Commitment DDV standard (dated 4th June 2008)

Company name

Street, house no.

Post code, city
(hereinafter called Company)

This declaration of commitment contains all duties of enterprises processing person-related data pursuant to the Federal Data Protection Act (BDSG). For enterprises covering only part areas of commissioned data processing (e.g. list brokers not carrying out their own data processing, but receiving and forwarding data media with person-related data or placing orders with third parties for data processing or lettershops merely processing material which has already been addressed), only the duties affecting said areas shall apply.

1. Company processes or organises and controls the processing of data of various owners for advertising purposes. In this context, they are person-related data as defined by the BDSG.
2. Company shall be responsible for examining whether the client's data or data stocks of further data owners are provided for further processing. In this sense, Company shall clarify that the processing of the data supplied is admissible and, for example, written approval from the data owner in question is available.
3. Company engages towards the data owners to pay attention to the provisions of the BDSG with maximum care regarding the use of the data by its employees and to fulfil all further safety directives necessary according to the BDSG.
4. The data shall exclusively be processed in the business area of Company by employees who have been instructed about the provisions of data protection and have signed a declaration of commitment pursuant to § 5, BDSG. Company confirms that it has been registered with the competent supervisory authority in accordance with the statutory provisions to the extent necessary and that it has also appointed a company data protection representative.
5. Company engages to use the data exclusively according to written instructions for the necessary order-related EDP (analysis, postal correction, deduplication, postage optimisation, print-out etc.), printing, lettershop and/or call centre work. Furthermore, Company engages only to carry out use exceeding this and admissible according to data protection law (e.g. storage of data in an anonymised form or for order recording, history files, optimisation analyses etc.) if the instructions necessary for this have been given in writing and the declarations of agreement of the data owners have been presented.
6. Company engages to complete deletion of not only the stocks supplied (also in e-mails, on communication servers, clients, production computers), but also of all the intermediate files originating from processing as well as possible markings on reference stocks etc. following processing no later than six months after the last mail date. An exception from said period shall be formed by back-up stocks, which may be used exclusively for control purposes or according to instructions from the list owner. Deletion is to be confirmed in writing upon request.
7. Over and above this, Company shall not copy data or information derived therefrom onto data media (with the exception of intermediate data media necessary for processing pursuant to 6.) or in any other way, nor make it available to third parties, except to those commissioned with the further processing of the advertising material according to the order.
8. Company engages to transmit data which has to be transmitted by electronic means only in a secure form according to the state-of-the-art technology (e.g. encrypted, Datastore). In the event of transmission of third party data, the recipient shall be informed of the data sovereignty of the third parties connected therewith.

9. Disposal of waste such as defective prints of work lists, proofs or unusable advertising means shall be guaranteed in accordance with the data protection law within the framework of own destruction of papers and/or by a service provider commissioned with a written contract pursuant to §11 BDSG.

10. If screens are done with use of outside data in the consumer area, the service provider shall have the obligation to use the current version of the DDV Robinson list (exception: approval of all list owners to waiver of the use has been presented in writing).

11. Processing of each file must be traceable without gaps by means of a protocol. If screens are done with use of outside data, a protocol according to the DDV standard shall be produced. The protocols must contain the date of production, designation of the job, list designations and, per file, the following information:

- number of data supplied
- ./ data resulting from postal examination and other corrections
- = gross quantity for the screen (screen input)
- ./ data eliminated by the deduplication
- = net quantity after screen (screen output)
- ./ reduction according to customer's order
- = quantity used

12. Company acknowledges the data sovereignty of the individual data owners and declares its willingness to permit, upon request, control of the proper data protection law processing on-site by data protection representatives of the data owners in question or of the list broker.

13. If Company has indications of instructions breaching the BDSG in connection with the processing of the data provided by data owners for advertising actions of the advertiser, it shall only accept instructions in connection with the processing from the data owner in question and reject instructions obviously breaching the BDSG, so that the data sovereignty of the data owners in question within the meaning of the BDSG is not jeopardised.

14. Company shall be liable towards the data owners for all damage incurred by the latter as a result of deliberate or grossly negligent breaching of the present agreement. As a control and for protection against use in breach of the agreement, seed names can be inserted into the stock of data. As proof of illicit use, presentation of a seed name shall suffice. In each case of illicit use, a contract penalty to the amount of 10 times the rental price for the gross data stock in question shall be deemed agreed. The right to make further-reaching claims to damages shall be reserved.

15. The original of the present declaration of commitment is to be deposited with the DDV. Copies of the present declaration of commitment shall be provided to the advertiser, the data owner, the list broker etc. by Company upon request.

16. The present declaration of commitment applies until revocation, which is to be sent to the DDV – Deutscher Dialogmarketing Verband e.V., Hasengartenstraße 14, 65189 Wiesbaden by recorded delivery, the latter otherwise regarding the present declaration of commitment as being valid.

We, the undersigned, confirm additionally the conformity of the above text with the version given by the DDV, called " Declaration of Commitment DDV standard ", of June 2008.

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Place, date

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First name, surname in a legible form

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Company stamp

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Legally binding signature