

Dear European Data Protection Board,

**SCENARIO:**

Our company (We) is planning to conclude a contract with an IT service provider (ITSP), marketing agency (MA), translators and payment processor.

They all state that they are processors under GDPR.

At the same time:

1. ITSP will register accounts for our employees, organise the system of log files. ITSP will also provide a space on their servers (Cloud) where we will store our clients' personal data.

ITSP also has a back up system, where they back up data of all their clients.

ITSP said that they assign ID for each user and use it in their services to analyse bugs, errors and log suspicious activities of users (also our employees). Such IDs are also used in statistical reports.

The list of users shall be stored within accounting within 3 years due to tax reasons.

ITSP will not delete IDs, list of users and back ups with our data, EVEN if our main contract is terminated and we requested to delete ALL personal data.

2. MA main obligation to organise market research and provide us with the main characteristics of our core client (target audience). MA will interview people. We will receive only an aggregated report.

MA will not delete the interviews after termination of our main contract, as they need this data for the accounting reasons. They will also delete interviews from back ups only after some time after the contract termination.

3. Translators will not delete the copies of the document, which was submitted for the translation, as well as the results of the translation. Reason: accounting and tax laws.

4. Payment processor will not delete transaction IDs, amounts and other related data after the contract was terminated, as they have to be protected against possible chargebacks and other claims of bank acquirers.

**CONCLUSION:**

As a result, it appears that ITSP, MA, TR and PP are also data controllers. Thus, we have to notify our data subjects about data transfers to other controllers (ITSP, MA, TR and PP) under Article 14.

**QUESTIONS:**

1. Is the CONCLUSION correct?
2. May our company include all purposes (mentioned in 1-4) within processor agreement under Article 28, because any of these purposes DOES NOT relate to the data subjects?  
NOTE: As we know, to have "personal data" we have to identify all elements, including "RELATES TO".
3. My be we need to supplement the Guidelines with extra examples described above?

Sincerely,  
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DPO, CIPM

