

In my opinion the Guidelines should also address (or better address) the following:

- **Relationship between service agreement and related data processing agreement** between controller and processor (resolution, compensation of damages, etc.) (often the data processing is linked to, i.e. becomes necessary because of, a contract for the provision of services): which clauses to introduce in the DPA in respect of such relationship and the events striking either of them? (i.e., what happens if the DPA ends, for example because the processor is no longer able to provide sufficient guarantees, while the contract with it for the provision of services – which inevitably entails data processing – continues?)
- **Instructions to processors**: they can/must be given by controllers during the data processing agreement; but they can be too hard or expensive or felt as difficult to comply with by processors; processors sometimes want them to be agreed upon with controller, not just receive them and have to comply with them without objecting (also being unaware, at the time of the execution of the data processing agreement, of the possible content of future instructions). What to do? Moreover, if the DPA provides (as it is customary in many agreements) that any amendment to the agreement must be negotiated between the parties (which is the rule even if nothing is said in such respect), which is the criterion that allows to draw a distinction line between amendments to the data processing agreement (which are to be agreed upon) and new instructions on data processing (not to be agreed upon but simply obeyed by the processor)?
- **General or specific authorisation to make recourse to subprocessors**: is it really, as I understand from your guidelines, only the difference between no objection (silence= consent) and expressed authorisation (silence= no consent) the difference between general and specific authorisation? How can an authorisation be named “general” if processors, as you write, must in any case (even in case of a general authorisation) list in advance, in the data processing agreement, which subprocessors they would recruit, where they are located, which data processing would be entrusted to them, etc.?