

Škofja Loka, 1. marca, 2021 / Škofja Loka, 1st of March, 2021

1. Definicije

Bosch	pomeni Robert Bosch d.o.o., Škofja Loka, Kidričeva 81, ID številka za DDV: SI44460325;
Obdelovalec	pomeni vsako fizično ali pravno osebo, javni organ, agencijo ali drugo telo, ki obdeluje osebne podatke v imenu Boscha.
Posameznik	pomeni vsakega posameznika, ki ga je mogoče neposredno ali posredno določiti, zlasti z navedbo identifikatorja, kot je ime, identifikacijska številka, podatki o lokaciji, spletni identifikator, ali z navedbo enega ali več dejavnikov, ki so značilni za fizično, fiziološko, genetsko, duševno, gospodarsko, kulturno ali družbeno identiteto tega posameznika.
Obdelava	pomeni obdelavo osebnih podatkov, kot je opredeljena z Uredbo (EU) 2016/679 o varstvu posameznikov pri obdelavi osebnih podatkov in o prostem pretoku takih podatkov ter o razveljavitvi Direktive 95/46/ES (Splošna uredba o varstvu podatkov).
Osebni podatek	pomeni osebni podatek, oziroma v množini osebne podatke, kot so opredeljeni z Uredbo (EU) 2016/679 o varstvu posameznikov pri obdelavi osebnih podatkov in o prostem pretoku takih podatkov ter o razveljavitvi Direktive 95/46/ES.
Splošni pogoji	pomenijo te Splošne pogoje obdelave osebnih podatkov.
Uredba	pomeni Uredbo (EU) 2016/679 o varstvu posameznikov pri obdelavi osebnih podatkov in o prostem pretoku takih podatkov ter o razveljavitvi Direktive 95/46/ES.

2. Predmet

2.1. Ti splošni pogoji veljajo za vse storitve, sklenjene po zgoraj navedenem datumu, ki jih obdelovalci zagotavljajo podjetju Bosch. Ti splošni pogoji veljajo tudi za druge komercialne pogoje sodelovanja med Boschem in obdelovalcem.

2.2. Bosch in obdelovalec se s sklicevanjem na te splošne pogoje strinjata z njimi in jih sprejemata ter se zavezujeata še naprej delovati v skladu z njimi. Splošni pogoji veljajo, razen če se Bosch in obdelovalec ne dogovorita drugače v pisni obliki ali če so pisno dogovorjeni drugi pogoji in navodila v zvezi s storitvami.

3. Osebni podatki

3.1. Obdelovalci kot ponudniki storitev obdelujejo osebne podatke tretjih oseb v imenu in za račun Boscha kot uporabnika njihovih storitev.

4. Navodila Boscha

4.1. Obdelovalec obdeluje osebne podatke skladno z navodili Boscha in skladno z za to določenimi potrebami in nameni. Obdelovalec se za potrebe Boscha zavezuje o naslednjem:

1. Definitions

Bosch	means Robert Bosch d.o.o., Škofja Loka, Kidričeva 81, VAT ID: SI44460325;
Processor	means a natural or legal person, public authority, agency or other body which processes personal data on behalf of Bosch;
Data Subject	means an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person;
Processing	means the processing of personal data as defined by Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation);
Personal Data	means personal data as defined by Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC;
General Terms	means these General Terms of Personal Data Processing;
Regulation	means Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC;

2. Scope

2.1. These General Terms shall apply to all service contracted after the date indicated above and provided to Bosch by the Processor. These General Terms shall also apply to other commercial terms of cooperation between Bosch and the Processor.

2.2. By reference to these General Terms, Bosch and the Processor shall accept these General Terms and shall henceforth act in accordance with them. These General Terms shall apply unless otherwise agreed by Bosch and the Processor in writing, i.e. when other terms and instructions relating to Services are agreed in writing.

3. Personal Data

3.1. As service providers, the Processors shall process third-party personal data on behalf of and for the account of Bosch as the user of their services.

4. Instructions from Bosch

4.1. The Processor shall process personal data in accordance with Bosch's instructions and for the intended use and purposes. On behalf of Bosch, the Processor shall:

4.1.1. pred zbiranjem osebnih podatkov ali njihovo prvo uporabo za potrebe Boscha bo ustrezno obvestil zadevne posameznike, na katere se nanašajo osebni podatki, jih seznanil s potekom dela v imenu Boscha kot upravljavca podatkov ter jim razložil, da lahko vse informacije o obdelavi svojih osebnih podatkov s strani Boscha, preberejo v Splošni politiki zasebnosti podjetja Bosch, dostopni na <https://www.bosch.si/pravila-zasebnosti-za-poslovni-partnerji/>;

4.1.2. za potrebe Boscha bo zbiral izključno tiste osebne podatke, ki jih je naročil Bosch, obenem pa je odgovoren za vse druge podatke;

4.1.3. osebne podatke posameznikov, ki jih je zbral za potrebe Boscha, bo v nadaljevanju obdeloval izključno za potrebe Boscha;

4.1.4. vsaj enkrat v trimesečju bo zbrane osebne podatke posredoval Boschu in jih po potrditvi Boscha o prejemu trajno izbrisal ali jih anonimiziral.

4.2. Če v določenem primeru glede obdelave osebnih podatkov ne bo obstajalo navodilo Boscha ali to ne bo jasno, bo obdelovalec ustavil obdelavo in zahteval navodilo ali pojasnilo Boscha.

5. Splošne dolžnosti obdelovalca

5.1. Obdelovalec ima pri obdelavi osebnih podatkov naslednje obveznosti do Boscha:

Obdelovalec bo vzpostavil svojo notranjo organizacijo ter sprejel tehnične in organizacijske ukrepe ob upoštevanju zahtev iz 32. člena Uredbe. Obdelovalec mora Bosch obvestiti o sprejetih ukrepih, Bosch pa jih mora odobriti ali po potrebi zahtevati dodatne ukrepe.

5.1.1. Obdelovalec bo zadevne osebne podatke trajno hranil kot zaupne. Obdelovalec ne bo javno razkrival osebnih podatkov. Podatki bodo pri shranjevanju vedno ustrezno zaščiteni. Obdelovalec sam predlaga Boschu ustrezne ukrepe za zaščito dostopa do podatkov, Bosch pa jih odobri ali po potrebi zahteva dodatne ukrepe.

5.1.2. Obdelovalec je dolžan zagotoviti, da vse osebe, za katere je odgovoren in ki bodo obdelovale ali dostopale do zadevnih osebnih podatkov, zavezuje trajna zaupnost v zvezi z njimi.

5.1.3. Obdelovalec ne bo najel drugega podizvajalca, ki bi imel pravico do dostopa ali večje pravice do zadevnih osebnih podatkov brez predhodnega pisnega soglasja Boscha.

5.1.4. Obdelovalec bo obvestil Bosch v primeru, kadar bo predmet nadzora, ukrepov ali preiskave nadzornega organa za varstvo osebnih podatkov.

5.1.5. Izvajalec obdelave je dolžan nemudoma, najpozneje pa v 24 urah od kršitve, obvestiti Bosch, če obdelovalec ali njegovi zaposleni ali njegovi podizvajalci kršijo predpis o varstvu podatkov ali določbe teh Splošnih pogojev, pa tudi v primeru suma kršitve podatkov ali nepravilnosti v obdelavi osebnih podatkov.

5.2. Ne glede na ukrepe, ki jih predlaga obdelovalec in jih Bosch sprejme kot ustrezne, se obdelovalec zaveže, da bo spoštoval najmanj naslednje minimalne zahteve:

5.2.1. Dostop do podatkov v elektronski obliki mora biti zaščiten z varnostnim geslom.

5.2.2. Na prvo zahtevo Boscha mora izbrisati ali spremeniti osebne podatke, ki so predmet teh Splošnih pogojev.

6. Pravica do nadzora

6.1. Bosch ima pravico do neposrednega nadzora tehničnih in organizacijskih ukrepov, ki jih je sprejel obdelovalec v skladu s svojimi obveznostmi. Bosch mora nadzor napovedati najmanj 15 (petnajst) dni pred predvidenim začetkom. Obdelovalec mora Boschu zagotoviti vpogled v vso zahtevano dokumentacijo, po potrebi pa tudi vpogled v način, na katerega obdelovalec izvaja svoje tehnične in druge varnostne ukrepe.

4.1.1. right before the collection of personal data or their first use on behalf of Bosch, appropriately notify the data subjects concerned of the purposes of the processing of their personal data, and inform them that these activities are carried out on behalf of Bosch as the Controller and that all information about the processing of their personal data by Bosch is available in the Bosch General Privacy Policy at the following address: <https://www.bosch.si/en/privacy-policy-for-business-partners/>;

4.1.2. on behalf of Bosch, collect only the personal data specified by Bosch, while they shall have exclusive responsibility for any other data;

4.1.3. further process the personal data of data subjects collected on behalf of Bosch exclusively for Bosch's purposes;

4.1.4. at least on a quarterly basis forward the collected personal data to Bosch and permanently delete or anonymize this data upon Bosch's confirmation of orderly receipt.

4.2. If there is no instruction from Bosch regarding personal data processing in a particular case, or if such an instruction is not clear, the Processor shall stop the processing and request an instruction or explanation from Bosch.

5. General Duties of the Processor

5.1. In the processing of personal data, the Processor shall have the following obligations towards Bosch:

The Processor shall establish their internal organization and implement technical and organizational measures taking into account the requirements referred to in Art. 32 of the Regulation. The Processor shall inform Bosch of the measures taken, and Bosch shall approve them or request additional measures as necessary;

5.1.1. The Processor shall permanently protect the confidentiality of the personal data concerned. The Processor shall not publicly disclose any personal data. During storage, the data shall be appropriately protected at all times. The Processor shall personally propose appropriate access protection measures to Bosch, and Bosch shall approve them or request additional measures as necessary;

5.1.2. The Processor shall ensure that all persons for which the Processor is responsible and who will be able to process or access the personal data concerned are bound to permanent confidentiality regarding such data;

5.1.3. The Processor shall not hire another subcontractor who would have the right to access or major rights over the personal data concerned without prior written consent from Bosch;

5.1.4. The Processor shall notify Bosch if they are the subject of control, measures or investigation by the supervisory authority for the protection of personal data.

5.1.5. The Processor shall immediately, and no later than 24 h from becoming aware of it, notify Bosch of any violation of data protection regulations or provisions hereof by the Processor or their employees or subcontractors, as well as of any suspected data breach or irregularity in the processing of personal data.

5.2. Regardless of the measures proposed by the Processor and accepted by Bosch if they are appropriate, the Processor shall fulfill at least the following minimum requirements:

5.2.1. Access to data in electronic form must be protected by a security code;

5.2.2. Upon the first request by Bosch, they shall delete or change the personal data that fall within the scope hereof.

6. Right to Supervision

6.1. Bosch is entitled to perform direct supervision over the technical and organizational measures taken by the Processor in accordance with the accepted obligations. Bosch shall announce the supervision at least 15 (fifteen) days before its desired start. The Processor shall provide all requested relevant

6.2. Obdelovalec je dolžan zagotoviti potrebno soglasje in sodelovanje svojih podizvajalcev, ki so pomembni za obdelavo zadevnih osebnih podatkov.

6.3. Bosch ima pravico imenovati tretjo nepristransko osebo za izvajanje predvidenega nadzora, medtem ko se obdelovalec zavezuje, da bo dovolil tak nadzor in zagotovil zahtevane informacije.

7. Odgovornost

7.1. Obdelovalec, ki določi namene in sredstva za obdelavo v nasprotju z določbami Uredbe in s tem krši Boscheva navodila, postane odgovoren za tako obdelavo. V tem primeru mora obdelovalec povrniti vsakršno škodo, ki bi nastala Boschu zaradi obdelovalčeve kršitve.

7.2. Če obdelovalec zbira in obdeluje osebne podatke zadevnih posameznikov tudi za druge namene, je za to izključno odgovoren sam obdelovalec.

8. Sodelovanje

8.1. V primeru kakršne koli zahteve, tožbe ali kakršnega koli ugovora posameznika glede njegovih osebnih podatkov, ki so predmet teh Splošnih pogojev, mora obdelovalec o tem nemudoma obvestiti Bosch, najpozneje pa v 24 urah po prejemu take zahteve.

8.2. Obdelovalec je dolžan Boschu zagotoviti ustrezno podporo, da bo Bosch lahko ustrezno odgovoril ali izpolnil zahtevo prejemnika.

9. Končne določbe

9.1. Za te Splošne pogoje velja materialno pravo Republike Slovenije. V primeru kakršnega koli spora iz teh Splošnih pogojev, vključno z vprašanjem veljavnosti Splošnih pogojev, je pristojno sodišče v Ljubljani v Sloveniji.

9.2. S prenehanjem komercialnega razmerja med Boschem in obdelovalcem prenehajo veljati tudi ti Splošni pogoji za zadevnega obdelovalca. Ne glede na to je obdelovalec dolžan vse osebne podatke, ki so predmet teh Splošnih pogojev, predati Boschu in jih po njegovi potrditvi prejema trajno izbrisati ali anonimizirati.

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documents to Bosch for inspection and, where necessary, present the manner in which the Processor implements their technical and other security measures.

6.2. The Processor shall obtain the required consent and ensure the participation of their subcontractors involved in the processing of the personal data concerned.

6.3. Bosch is entitled to designate an impartial third party to perform the supervision provided for herein, while the Processor shall enable such supervision and provide the requested information.

7. Liability

7.1. The Processor who determines the means and purposes of processing contrary to the provisions of the Regulation, thereby violating instructions from Bosch, shall become the person liable for such processing. In this case, the Processor shall compensate any damages incurred by Bosch through the fault of the Processor.

7.2. If the Processor collects and processes personal data of the persons concerned for other purposes as well, the Processor shall be exclusively liable for such actions.

8. Cooperation

8.1. In case of any requests, claims or objections by data subjects concerning their personal data which fall within the scope of these General Terms, the Processor shall notify Bosch thereof without delay, no later than 24 h from receiving such request.

8.2. The Processor shall provide appropriate support to Bosch so that Bosch could duly respond or fulfill the request of the data subject.

9. Final provisions

9.1. The substantive law of the Republic of Slovenia shall apply to these General Terms. In case of any dispute arising from these General Terms, including the issue of their validity, the competent court in Ljubljana, Slovenia shall have jurisdiction.

9.2. These General Terms shall cease to apply to the Processor with the termination of the commercial relationship between Bosch and the Processor concerned. Notwithstanding the aforementioned, the Processor shall deliver all personal data that fall within the scope hereof to Bosch and, upon the confirmation of orderly receipt from Bosch, the Processor shall permanently delete or anonymize this data.

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Robert Bosch d.o.o.
ki ga zastopa / represented by
Mirsada Kudrić
Direktorica / General Manager