

Somalia Data Protection Authority

Compliance Toolkit Template

DATA PROCESSING AGREEMENT (DPA)

Version: 1.0

Date of Issue: January 2026

Status: Mandatory when engaging processors

Issued under: Somalia Data Protection Act No. 005 (2023)

This Data Processing Agreement (“Agreement”) is entered into on [Insert Date]

BETWEEN

[Controller Name], a data controller established under the laws of Somalia, with registered address at [Insert Address] (“Controller”)

AND

[Processor Name], a data processor, with registered address at [Insert Address] (“Processor”).

1. Purpose of the Agreement

This Agreement governs the processing of personal data by the Processor on behalf of the Controller in accordance with the Somalia Data Protection Act No. 005 (2023).

2. Subject Matter and Duration

The Processor shall process personal data solely for the purpose of providing services to the Controller for the duration of the contractual relationship, unless otherwise required by law.

3. Nature and Purpose of Processing

The processing includes collection, storage, use, transmission, or deletion of personal data as necessary to perform the agreed services.

4. Categories of Data and Data Subjects

Categories of personal data: [Specify]

Categories of data subjects: [Specify]

5. Processor Obligations

The Processor shall:

- Process personal data only on documented instructions from the Controller
- Ensure confidentiality of persons authorized to process data
- Implement appropriate technical and organizational security measures
- **Assist the Controller in fulfilling obligations relating to data subject rights under the Act**
- Assist with Data Protection Impact Assessments (DPIAs) and regulatory consultations where required
- Notify the Controller promptly of any personal data breach
- Delete or return personal data upon termination of services
- **Allow audits by the Controller. The Somalia Data Protection Authority may exercise its statutory inspection powers independently under the Act**

6. Sub-Processing

The Processor shall not engage another processor without prior written authorization from the Controller.

Any approved sub-processor shall be bound by equivalent data protection obligations as set out in this Agreement.

The Processor remains fully liable for the performance of its approved sub-processors.

7. Cross-Border Transfers

The Processor shall not transfer personal data outside Somalia without lawful safeguards and prior approval from the Controller.

8. Breach Notification

The Processor shall notify the Controller without undue delay after becoming aware of a personal data breach and shall provide sufficient information to enable the Controller to comply with its obligations under the Act.

9. Liability

The Processor is liable for damages arising from failure to comply with this Agreement or applicable data protection law.

10. Termination

Upon termination of services, all personal data must be securely deleted or returned to the Controller, unless retention is required by law.

11. Governing Law

This Agreement shall be governed by the laws of the Federal Republic of Somalia.

12. Signatures

Controller Representative:

Name: _____

Signature: _____

Date: _____

Processor Representative:

Name: _____

Signature: _____
Date: _____

Disclaimer

This template is provided by the Somalia Data Protection Authority for general guidance purposes. Organizations remain responsible for ensuring compliance with the Somalia Data Protection Act No. 005 (2023). Use of this template does not constitute approval or certification by the DPA.

