

Microsoft Supplier Data Protection Requirements

Applicability

The Microsoft Supplier Data Protection Requirements (“DPR”) apply to each Microsoft supplier that Processes Microsoft Personal Data or Microsoft Confidential Data in connection with that supplier’s performance (e.g., provision of services, software licenses, cloud services) under the terms of its contract with Microsoft (e.g., Purchase Order terms, master agreement) (“Perform,” “Performing” or “Performance”).

- In the event of a conflict between the DPR and requirements specified in the contractual agreements between the supplier and Microsoft, the DPR takes precedence unless the supplier identifies the correct provision in the contract that supersedes the applicable data protection requirement (in which case, the terms of the contract take precedence).
- In the event of a conflict between the requirements contained herein and any legal or statutory requirements, the legal or statutory requirements take precedence.
- In the event the Microsoft supplier operates as a Controller, supplier may have reduced requirements in the DPR.
- In the event the Microsoft supplier does not Process Microsoft Personal Data but only Microsoft Confidential Data, with respect to this DPR, supplier may have reduced requirements.
- Section K of the DPR is only applicable to suppliers providing services to Microsoft involving AI Systems.

International Transfer of Data

Without limiting its other obligations, supplier will not make any international transfer of Microsoft Personal Data unless Microsoft provides prior written approval, and in any event, supplier shall comply with the Data Protection Requirements, including the Standard Contractual Clauses, or, at Microsoft’s discretion, other appropriate cross-border transfer mechanisms approved by an appropriate data protection authority or the European Commission, as applicable, and adopted or agreed to by Microsoft. Successor Standard Contractual Clauses adopted by (i) the European Commission or adopted by the European Data Protection Supervisor and approved by the European Commission, (ii) the United Kingdom pursuant to the UK General Federal Data Protection Act, (iii) Switzerland pursuant to the Swiss Federal Data Protection Act, or (iv) clauses governing the international transfer of personal data officially adopted by a government in a jurisdiction other than Switzerland, the United Kingdom, and the jurisdictions comprising the European Union / European Economic Area, shall be incorporated and binding on Supplier as of the day of their adoption. Supplier shall also ensure that any and all sub processors (as defined in the Standard Contractual Clauses) also comply.

Key Definitions

The following terms used in this DPR have the following meanings. List of examples following “including,” “such as,” “e.g.,” “for example,” or the like used throughout this DPR are interpreted to include “without limitation,” or “but not limited to” unless qualified by words such as “only” or “solely.” For further definitions, please see the Glossary at the end of this document.

“**AI Systems**” means an engineered system that applies an optimized model so that the system can, for a given set of human-defined objectives, make predictions*, recommendations, or decisions influencing the environments it interacts with. Such a system may operate with varying levels of automation. *Predictions can refer to various kinds of data analysis or production (including translating text, creating synthetic images, or diagnosing a previous power failure).

“**Controller**” means the entity that determines the purposes and means of the Processing of Personal Data. “Controller” includes a Business, Controller (as that term is defined in the GDPR), and equivalent terms in Data Protection Laws, as context requires.

“Cookies” are small text files stored on devices by websites and/or applications that contain information used to recognize a Data Subject or a device.

“Data Incident” means (1) a breach of security leading to the accidental or Unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Microsoft Personal Data or Microsoft Confidential Data transmitted, stored or otherwise Processed by Supplier or its Subcontractors, or (2) security vulnerability related to Supplier’s handling of Microsoft Personal Data or Microsoft Confidential Data or confidentiality incident as defined under Bill 64 (2021, chapter 25).

“Data Subject” means an identifiable natural person who can be identified, directly or indirectly, in particular by referencing 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.

“Data Subject Right” means a Data Subject’s right to access, delete, edit, export, restrict, or object to Processing of the Microsoft Personal Data of that Data Subject if required by Law.

“Intended Uses” are the primary purposes for which customers, suppliers, or end users are expected to use the system. This may only be a single use, or several in the case of multi-use systems.

“Law” means all applicable laws, rules, statutes, decrees, decisions, orders, regulations, judgments, codes, enactments, resolutions, and requirements of any government authority (federal, state, local, or international) having jurisdiction.

“Unlawful” means any violation of Law.

“Microsoft Confidential Data” is any information which, if compromised through confidentiality or integrity means, can result in significant reputational or financial loss for Microsoft. This includes Microsoft hardware and software products, internal line-of-business applications, pre-release marketing materials, product license keys, and technical documentations related to Microsoft products and services.

“Microsoft Personal Data” means any Personal Data Processed by or on behalf of Microsoft.

“Personal Data” means any information relating to a Data Subject and any other information that constitutes “personal data” or “personal information” under Law.

“Process” means any operation or set of operations which is performed on any Microsoft Personal Data or Confidential Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure, or destruction. “Processing” and “Processed” will have corresponding meanings.

“Processor” means an entity that Processes Personal Data on behalf of another entity and includes Service Provider, Processor (as that term is defined in the GDPR), and equivalent terms in Data Protection Laws, as context requires.

“Protected Health Information” or **“PHI”** means Microsoft Personal Data that is protected by the Health Information Portability and Accountability Act (HIPAA).

“Red Teaming” is an approach where a group of testers come together and intentionally probe a system to identify its limitations, risk surface, and vulnerabilities. More information at <https://aka.ms/CustomerRedTeamingGuide>.

“Sensitive Use” of AI is when the reasonably foreseeable use or misuse of an AI System could affect an individual in the following ways:

- Consequential impact on legal position or life opportunities.
- Risk of physical or psychological injury.

- Threat to human rights.

“**Subcontractor**” means a third-party to whom supplier delegates its obligations in connection with the contract covering their Performance, including a supplier affiliate not contracting directly with Microsoft.

“**Subprocessor**” means a third party that Microsoft engages to Perform, where the Performance includes Processing of Microsoft Personal Data for which Microsoft is a Processor.

Supplier Response

Suppliers confirm compliance to these requirements annually using an online service administered by Microsoft. Please see the [SSPA Program Guide](#) to understand how compliance is administered.

#	Microsoft Supplier Data Protection Requirements	Evidence of Compliance
Section A: Management		
1	<p>Each applicable agreement between Microsoft and the supplier (e.g., master agreement, statement of work, purchase orders and other orders) contains privacy and security data protection language with respect to Microsoft Confidential and Personal Data, as applicable, including prohibitions on the sale of Microsoft Personal Data and Processing of Microsoft Personal Data outside the direct business relationship between Microsoft and supplier.</p> <p>For companies operating as Processors or Subprocessors in connection with the Performance, with respect to Microsoft Personal Data, the agreement must include the subject-matter and duration of the Processing, the nature and purpose of the Processing, the type of Microsoft Personal Data and categories of Data Subjects and the obligations and rights of Microsoft.</p>	<p>Supplier must present the applicable contract between Microsoft and Supplier.</p> <p>For Processors and Subprocessors, the Processing descriptions are contained in the applicable agreement (e.g., statement of work, purchase orders).</p> <p>If Microsoft confirms that your engagements involve the processing of PHI, Supplier must have a Business Associate Agreement and/or other agreement in place with Microsoft.</p> <p>Note: Companies with in-flight purchase orders may have the necessary description of Processing activities added later in the purchasing process.</p>
2	<p>Where Microsoft confirms that your engagements fulfill a Subprocessor role, Supplier must have applicable data protection agreements in place with Microsoft.</p> <p>Note: Microsoft will post these designations to your profile when they apply.</p>	<p>Standard Contractual Clauses, Online Customer Data Addendum, Supplier and Partner Professional Services Data Processing Addendum, and/or Business Associate Agreement.</p>
3	<p>Assign responsibility and accountability for compliance with the DPR to a designated person or group within the company.</p>	<p>Name the role of the person or group charged with ensuring compliance to the Microsoft Supplier DPR.</p> <p>A document describing the authority and accountability of this person or group that demonstrates a privacy and/or security role.</p>

#	Microsoft Supplier Data Protection Requirements	Evidence of Compliance
Section A: Management (cont.)		
4	<p>Establish, maintain, and perform annual privacy and security training for anyone (system administrators, operations staff, management, third parties, etc.) that will have access to Microsoft Personal or Confidential Data.</p> <p>If your company does not have prepared content, you can use this storyboard outline and adapt it for your company.</p> <p>Note: Supplier personnel may be required to complete additional trainings provided by Microsoft divisions.</p>	<p>Annual records of attendance are available and can be provided to Microsoft upon request.</p> <p>Training content is regularly updated and includes privacy and security principles like incident prevention awareness including safeguarding passwords, log-in monitoring, risks associated with downloading malicious software, and other relevant security reminders.</p> <p>Documentation of compliance with training requirements will include evidence of training related to privacy regulatory requirements, security obligations, and compliance with applicable contract requirements and obligations.</p> <p>IT staff must have training for incident response and simulated events and automated mechanisms to facilitate effective response to crisis situations.</p> <p>If the Microsoft Personal Data Processed by supplier includes PHI, training content must include HIPAA training, security reminders, address log-in monitoring, safeguarding passwords, and supplier’s permitted uses and disclosures as permitted by the Business Associate Agreement.</p>
5	<p>Apply appropriate sanctions against employees who fail to comply with supplier’s privacy and security policies.</p>	<p>Documentation of privacy and security policies that describe sanctions for non-compliance (e.g., up to and including termination).</p>
6	<p>Process Microsoft Personal Data only in accordance with Microsoft’s documented instructions including scenarios with regard to transfers of Microsoft Personal Data to a third country or an international organization, unless required to do so by Law; in such a case, the Processor or Subprocessor (supplier) shall inform the Controller (Microsoft) of that legal requirement before Processing, unless that Law prohibits such information on important grounds of public interest.</p>	<p>Supplier compiles and maintains all Microsoft documented instructions (e.g., agreements, statement of work or order documentation) and its privacy and security policies and procedures electronically, in an easily accessible location to supplier’s employees and contractors participating in the Performance.</p>

#	Microsoft Supplier Data Protection Requirements	Evidence of Compliance
Section B: Notice		
7	<p>The supplier must use the Microsoft Privacy Statement when collecting Personal Data on Microsoft’s behalf.</p> <p>The privacy notice must be obvious and available to Data Subjects to help them decide whether to submit their Personal Data to the supplier.</p> <p>Note: Where your company is the Controller of the Processing activity, you would post your own privacy notice.</p>	<p>Supplier uses a fwdlink to the current, published Microsoft Privacy Statement.</p> <p>The Privacy Statement is posted in any context where a user’s Personal Data will be collected.</p> <p>If applicable, an offline version is available and is provided prior to data collection.</p> <p>Any offline Privacy Statements used are the latest, published version and are dated properly.</p> <p>For Microsoft employee services, the Microsoft Data Privacy Notice is used.</p>
8	<p>When collecting Microsoft Personal Data via a live or recorded voice call, suppliers must be prepared to discuss the applicable data collection, handling, use, and retention practices with Data Subjects.</p>	<p>A script for voice recordings includes how Microsoft Personal Data is Processed, and includes:</p> <ul style="list-style-type: none"> • collection, • use, and • retention.
Section C: Choice and Consent		
9	<p>Where applicable, the supplier must obtain and record a Data Subject’s consent for all of its Processing activities (including any new and updated Processing activities) prior to collecting that Data Subject’s Personal Data.</p> <p>Supplier monitors effectiveness of preference management to ensure the timeframe to honor a preference change is the most restrictive local legal requirement that applies.</p>	<p>Supplier can demonstrate how a Data Subject provides consent for a Processing activity and that the scope of the consent covers all of supplier’s Processing activities with respect to that Data Subject’s Personal Data.</p> <p>Supplier can demonstrate how a Data Subject withdraws consent for a Processing activity.</p> <p>Supplier can demonstrate how preferences are checked prior to launch of a new Processing activity.</p> <p>Note: Evidence can be user interaction screenshots; experimentation with the service or an opportunity to view technical documentation.</p>

#	Microsoft Supplier Data Protection Requirements	Evidence of Compliance
Section C: Choice and Consent (cont.)		
10	<p>Suppliers that create and manage Microsoft websites and/or applications or sites that carry Microsoft branding must provide Data Subjects with transparent notice and choice regarding the use of cookies in alignment with commitments in the Microsoft Privacy Statement and local legal requirements.</p> <p>Unless specifically requested not to by the contracting business unit, suppliers should use the Standard Banner produced by 1ES to manage choice controls.</p> <p>This requirement applies when sites target users within the European Union/European Economic Area and other regions with applicable privacy laws and wherever the Microsoft Privacy Statement is used.</p> <p>Note: Microsoft business sponsors are required to register Microsoft websites in the internal Web Compliance portal (http://aka.ms/wcp) to have the inventory of cookies cataloged and managed.</p>	<p>The purpose of each cookie must be documented and must inform the type of cookie implemented.</p> <ul style="list-style-type: none"> • Persistent cookies must not be used when session cookies suffice. • When persistent cookies are used, they must not have an expiration date that exceeds 13 months after a user has visited the site. <p>Validate compliance with EU Laws as applicable, such as:</p> <ul style="list-style-type: none"> • use of the labelling convention, “Privacy & Cookies” for the privacy statement, • secure affirmative user consent before use of “non- essential” cookies for purposes such as advertising, and • consent must expire or be re-obtained no longer than every 6 months.
Section D: Collection		
11	<p>The supplier must monitor the collection of Microsoft Personal and/or Confidential Data to ensure that the only data collected is that required to Perform.</p>	<p>Supplier can provide documentation that shows the Microsoft Personal and/or Confidential Data collected is needed to Perform.</p> <p>Supplier will furnish documentary evidence to Microsoft upon request.</p>
12	<p>Before collecting data from children (as defined by applicable jurisdiction), Supplier must obtain the consent per local privacy laws.</p>	<p>Supplier can provide documentation that shows parent/guardian consent.</p> <p>Supplier will furnish documentary evidence to Microsoft upon request.</p>
13	<p>Where supplier receives a data set from Microsoft with reduced identifiability, including pseudonymous, Not in a Position to Identify (NPI), unlinked pseudonymous, aggregate, anonymous, or any term that relates to one of those classifications (such as de-identified), supplier will maintain the data in the state in which it was received.</p>	<p>Supplier will not increase the identifiability of data sets (i.e. reidentify individuals who are part of a data set through joining to other data sets, etc.).</p> <p>Supplier has a de-identification/anonymization data policy/process.</p>

#	Microsoft Supplier Data Protection Requirements	Evidence of Compliance
Section E: Retention		
14	<p>Ensure that Microsoft Personal and Confidential Data is retained for no longer than necessary to Perform unless continued retention of the Microsoft Personal and/or Confidential Data is required by Law.</p>	<p>Supplier complies with documented retention policies or retention requirements specified by Microsoft in the contract (e.g., statement of work, purchase order).</p> <p>Supplier will furnish documentary evidence to Microsoft upon request.</p>
15	<p>Ensure that, at Microsoft’s sole discretion, Microsoft Personal and Confidential Data in the supplier’s possession or under its control is returned to Microsoft or destroyed upon completion of Performance or upon Microsoft’s request.</p> <p>Within applications, processes must be in place to ensure that when data is removed from the application either explicitly by users or based on other triggers like the age of the data, that it is securely deleted.</p> <p>When the destruction of Microsoft Personal or Confidential Data is necessary, the supplier must burn, pulverize, or shred physical assets containing Microsoft Personal and/or Confidential Data so that the information cannot be read or reconstructed.</p>	<p>Maintain a record of disposition of Microsoft Personal and Confidential Data (this can include returning to Microsoft for destruction).</p> <p>If destruction is required or requested by Microsoft, provide a certificate of destruction signed by an officer of the supplier.</p>
Section F: Data Subjects		
	<p>Data Subjects have certain rights under Law, including the right to access, delete, edit, export, restrict, and object to Processing of their Personal Data (“Data Subject Rights”). When a Data Subject seeks to exercise their rights under Law in respect of their Microsoft Personal Data, the supplier must enable Microsoft to do the following or perform these actions on Microsoft’s behalf:</p>	
16	<p>Assist Microsoft, through appropriate technical and organizational measures, where possible, to fulfil its obligations to respond to requests for Data Subjects seeking to exercise their Data Subject Rights without undue delay.</p> <p>Unless otherwise directed by Microsoft, Supplier will refer all Data Subjects who contact Supplier directly to Microsoft to exercise their Data Subject Rights.</p>	<p>Supplier will maintain evidence of documented processes and procedures to support Data Subject Rights execution.</p> <p>Supplier will maintain documented evidence of testing. Evidence will be available upon request by Microsoft.</p>

#	Microsoft Supplier Data Protection Requirements	Evidence of Compliance
Section F: Data Subjects (cont.)		
17	When responding directly to the Data Subject or when the Supplier provides a self-service online mechanism, the Supplier has processes and procedures in place to identify the Data Subject making the request.	<p>Supplier has documented the method used to identify Microsoft Data Subjects.</p> <p>Supplier will provide documented evidence to Microsoft upon request.</p>
18	If asked by Microsoft to locate Microsoft Personal Data about a Data Subject that is not available through a self-service online mechanism, the Supplier will make a reasonable effort to locate the data requested and keep sufficient records to demonstrate that a reasonable search was made.	<p>Supplier will maintain documented evidence of procedures in place to establish whether Microsoft Personal Data is being held and will provide documentation to Microsoft upon request.</p> <p>Supplier maintains a record demonstrating the steps taken to meet Data Subject Right requests.</p> <p>The documentation includes:</p> <ul style="list-style-type: none"> • date and time of the request, • actions taken to respond to the request, and record of when Microsoft was informed. <p>Supplier will provide evidence of record keeping to Microsoft upon request.</p>
19	Supplier will communicate to the Data Subject the steps that person must take to gain access to or otherwise exercise their rights in regard to their Microsoft Personal Data.	Supplier will maintain documented evidence of the communications and procedures for access to Microsoft Personal Data. Supplier will maintain documented evidence and furnish same evidence to Microsoft upon request.
20	<p>Record the date and time of Data Subject Rights requests and the actions taken by supplier in response to such requests.</p> <p>If their request is denied, at Microsoft’s direction, provide the Data Subject with a written explanation.</p> <p>Provide records of Data Subject requests to Microsoft upon request.</p>	<p>Supplier maintains records of requests for access/deletion and documents changes made to Microsoft Personal Data.</p> <p>Document instances where requests are denied and retain evidence of Microsoft review and approval.</p> <p>Supplier will furnish evidence of record keeping of requests and denials of access to Microsoft Personal Data.</p>
21	The supplier must enable Microsoft or obtain a copy of the requested Microsoft Personal Data for the authenticated Data Subject in an appropriate printed, electronic, or verbal format.	Supplier supplies Microsoft Personal Data to the Data Subject in a format that is understandable and in a form convenient to the Data Subject and the supplier.

#	Microsoft Supplier Data Protection Requirements	Evidence of Compliance
Section F: Data Subjects (cont.)		
22	The supplier must take reasonable precautions to ensure that Microsoft Personal Data released to Microsoft or an authenticated Data Subject cannot be used to identify another person.	Supplier will maintain documented evidence of procedures related to precautions to avoid identification of Data Subject contrary to Agreement terms. Supplier will furnish evidence to Microsoft upon request.
23	If a Data Subject believes their Microsoft Personal Data is not complete and accurate, the supplier must escalate the issue to Microsoft and cooperate with Microsoft as necessary to resolve the issue.	Supplier documents instances of disagreement and escalates the issue to Microsoft. Supplier will furnish Microsoft with documentary evidence upon request.
24	With regard to data subject requests for access, the supplier must maintain a record of all recipients with whom they have shared or will share Microsoft Personal Data.	Upon request, supplier can provide a list of all actual recipients and possible third-party recipients of Microsoft Personal Data.
Section G: Subcontractors		
	If the supplier intends to use a subcontractor to Process Microsoft Personal or Confidential Data, the supplier must:	
25	Notify Microsoft prior to subcontracting services or making any changes concerning the addition or replacement of subcontractors. Note: Indicate your acceptance of this obligation even if you do not currently engage subcontractors but may in the future.	Validate that Microsoft Personal and/or Confidential Data is Processed only by companies known to Microsoft as required in the applicable contract (e.g., statement of work, addendum, purchase order) or captured in the SSPA database. Supplier may post their subcontractor list online and include a link to the page in the SSPA database.
26	Document the nature and extent of Microsoft Personal and Confidential Data sub-Processed by subcontractors, ensuring that the information collected is required to Perform.	Supplier maintains documentation concerning the Microsoft Personal and Confidential Data disclosed or transferred to subcontractors. Supplier will furnish documentary evidence to Microsoft upon request.

#	Microsoft Supplier Data Protection Requirements	Evidence of Compliance
Section G: Subcontractors (cont.)		
27	Where Microsoft is a Controller of Microsoft Personal Data, ensure the subcontractor uses Microsoft Personal Data in accordance with a Data Subject's stated contact preferences.	<p>Demonstrate how a Microsoft Data Subject preference is utilized by subcontractors.</p> <p>Provide supporting documentation (e.g., screenshot, SLA, SOW, etc.) that includes the timeframe for a subcontractor to honor a preference change.</p>
28	<p>Limit the subcontractor's Processing of Microsoft Personal or Confidential Data to those purposes necessary to fulfill the supplier's contract with Microsoft.</p> <p>If the Microsoft Personal Data is PHI, also enter into a Business Associate Agreement with the subcontractor that limits the subcontractor's Processing of the Microsoft Personal Data and protects the confidentiality and security of the Microsoft Personal Data in the same manner as the Business Associate Agreement between Microsoft and Supplier.</p>	<p>Supplier can provide documentation that shows the Microsoft Personal Data provided to a subcontractor is needed to Perform.</p> <p>Supplier will furnish documentary evidence to Microsoft upon request, including a Business Associate Agreement, if applicable.</p>
29	Review complaints for indications of any unauthorized or Unlawful Processing of Microsoft Personal Data.	<p>Supplier can demonstrate systems and processes are in place to address complaints concerning unauthorized use or disclosure of Microsoft Personal Data by a subcontractor.</p> <p>Supplier will furnish documentary evidence to Microsoft upon request.</p>
30	Notify Microsoft promptly upon learning that a subcontractor has Processed Microsoft Personal or Confidential Data for any purpose other than those related to Performance.	<p>Supplier has provided the instruction and means for a subcontractor to report the misuse of Microsoft data.</p> <p>Supplier will furnish documentary evidence to Microsoft upon request.</p>
31	If the supplier collects Personal Data from third parties on behalf of Microsoft, the supplier must validate that the third-party data protection policies and practices are consistent with the supplier's contract with Microsoft and the DPR.	<p>Supplier can provide documentation of due diligence performed regarding the third party's data protection policies and practices.</p> <p>Supplier will furnish documentary evidence to Microsoft upon request.</p>
32	Promptly take actions to mitigate any actual or potential harm caused by a subcontractor's unauthorized or Unlawful Processing of Microsoft Personal and Confidential Data.	Supplier must maintain documentary evidence of plan and procedure and furnish evidence of documentation to Microsoft upon request.

#	Microsoft Supplier Data Protection Requirements	Evidence of Compliance
Section H: Quality		
33	<p>The supplier must maintain the integrity of all Microsoft Personal Data, ensuring it remains accurate, complete, and relevant for the stated purposes for which it was Processed.</p>	<p>Supplier can demonstrate that procedures are in place to validate Microsoft Personal Data when it is collected, created, and updated.</p> <p>Supplier can demonstrate that monitoring, review of information system activity and sampling procedures are in place to verify accuracy on an on-going basis and correct, as necessary.</p> <p>Supplier will furnish documentary evidence to Microsoft upon request.</p>
Section I: Monitoring and Enforcement		
34	<p>Supplier has an incident response plan that requires Supplier to notify Microsoft per contractual requirements, as described by applicable privacy law, or without undue delay, whichever is sooner, upon becoming aware of a Data Incident.</p> <p>Supplier must at Microsoft’s request or direction, cooperate with Microsoft in any investigation, mitigation, or remediation of the Incident, including providing Microsoft with an incident summary, information detailing the compromise, a scope of data accessed, and mitigations used. Access to Supplier personnel or hardware needed to conduct a forensic review may also be necessary.</p> <p>Note: Please see the SSPA Program Guide for how to notify Microsoft of an incident.</p>	<p>Supplier has an incident response plan which includes a step to notify customers (Microsoft) as described in this section.</p> <p>Supplier will furnish documentary evidence to Microsoft upon request.</p>
35	<p>Implement a remediation plan and monitor the resolution of each Data Incident to ensure that appropriate corrective action is taken on a timely basis.</p>	<p>Supplier has documented procedures it will follow to respond to a Data Incident to closure that include timely updates to Microsoft until the issue is resolved and provides a post-incident review.</p> <p>Supplier will furnish documentary evidence to Microsoft upon request.</p>

#	Microsoft Supplier Data Protection Requirements	Evidence of Compliance
Section I: Monitoring and Enforcement (cont.)		
36	<p>Where Microsoft is a Controller of Microsoft Personal Data, establish a formal complaint process for responding to all data protection complaints involving Microsoft Personal Data.</p>	<p>Supplier has the means of receiving complaints involving Microsoft Personal Data and has a documented complaint procedure to address complaints.</p> <p>Supplier will furnish documentary evidence to Microsoft upon request.</p>
Section J: Security		
	<p>The supplier must establish, implement, and maintain an information security program that includes policies and procedures, to protect and keep secure Microsoft Personal and Confidential Data in accordance with good industry practice and as required by Law. The supplier's security program must meet the standards captured below, requirements 36 -52.</p> <p>If the Microsoft Personal Data is PHI, the supplier must also perform a periodic technical and non-technical evaluation in response to environmental and operational changes affecting the security of PHI that establishes the extent to which the supplier's policies and procedures meet the requirements of the HIPAA Security Rule.</p>	<p>A valid ISO 27001 Certification is an acceptable substitute for Section J: Security. Contact SSPA to apply this substitution.</p> <p>Note: You will need to provide the certification.</p>
37	<p>Perform annual security assessments that include:</p> <ul style="list-style-type: none"> • assessing the potential risks and vulnerabilities to the confidentiality, integrity, and availability of Microsoft Personal Data and the implementation of measures to reduce risks, • reviewing of major changes to the environment such as a new system component, network topology, firewall rules, and • maintaining change logs. 	<p>Supplier has documented security assessments, change logs and scan results.</p> <p>The required change logs must track changes, provide information regarding the reason for the change, and include the name and title of the designated approver. Records for past 90 days available upon request.</p>
38	<p>Supplier to define, communicate, and implement a mobile device policy that secures and limits use of Microsoft Personal or Confidential Data accessed or used on a mobile device.</p>	<p>Supplier demonstrates use of a compliant mobile device policy where Microsoft Personal or Confidential Data Processing requires use of a mobile device.</p>

#	Microsoft Supplier Data Protection Requirements	Evidence of Compliance
Section J: Security (cont.)		
39	<p>All physical and virtual assets used to support Performance, security, and operations must be accounted for and have an identified owner.</p> <p>The supplier is accountable for maintaining an inventory of these information assets, establishing acceptable and authorized use of the assets, and providing the appropriate level of protection for the assets throughout their life cycle.</p>	<p>Inventory of device assets used to support Performance, security, and operations. The inventory of these assets to include:</p> <ul style="list-style-type: none"> • location of device, • data classification of the data on the asset, • record of asset recovery upon termination of employment or business agreement, • record of disposal of data storage media when it is no longer required, and • all physical and virtual devices used by Supplier personnel with @microsoft.com credentials to access Microsoft data must be fully managed solely by Microsoft, with no additional security software installed beyond what Microsoft has provisioned.

#	Microsoft Supplier Data Protection Requirements	Evidence of Compliance
Section J: Security (cont.)		
40	<p>Establish and maintain access rights management procedures to prevent unauthorized access to any Microsoft Personal or Confidential Data under supplier control.</p>	<p>Supplier demonstrates it has implemented an access rights management plan that includes:</p> <ul style="list-style-type: none"> • access control procedures, • identification procedures, • lockout procedures after unsuccessful attempts, • automatic logoff after inactivity, • robust parameters for selecting authentication credentials, • deactivation of user accounts (including accounts used by employees or subcontractors) on employment or termination within 48 hours, • strong password controls that enforce password length and complexity and prevent reuse, and • use of Multi-Factor Authentication (MFA) for identities. <p>Supplier demonstrates that it has an established process to review user access to Microsoft Personal and Confidential Data, enforcing the principle of least privilege. The process includes:</p> <ul style="list-style-type: none"> • clearly defined user roles, • procedures to review and justify approval of access to roles, • test that users within roles with access to Microsoft data have a documented justification for being in the group/role, and • strong prohibitions on shared accounts or passwords

#	Microsoft Supplier Data Protection Requirements	Evidence of Compliance
Section J: Security (cont.)		
41	<p>Define and implement patch management procedures that prioritize security patches for systems used to Process Microsoft Personal or Confidential Data. These procedures include:</p> <ul style="list-style-type: none"> • conduct vulnerability scans on a monthly basis with high level compliance report showing monthly scans for the prior 12 months, • defined risk approach to prioritize security patches, • ability to handle and implement emergency patches, • applicability to Operating System and server software such as application server and database software, • document the risk the patch mitigates and track any exceptions, and • requirements for retirement of software that is no longer supported by the authoring company. 	<p>Supplier can demonstrate an implemented patch management procedure that meets this requirement and covers, at a minimum, the following:</p> <ul style="list-style-type: none"> • Severity definitions are documented and are assigned to updates to inform prioritization of deployment. • Documented procedure to implement emergency patches. • Patch management records which track approvals and exceptions and includes patching compliance data. Records for past 90 days available upon request.
42	<p>Install anti-virus and anti-malware software on equipment connected to any network used to Process Microsoft Personal and Confidential Data, including servers, production, and training desktops to protect against potentially harmful viruses and malicious software applications. The anti-virus and anti-malware software should be regularly patched and current.</p> <p>Update anti-malware definitions daily or as directed by the anti-virus/anti-malware supplier. Note: This applies to all operating systems, including Linux.</p>	<p>Records exist to show use of anti-virus and anti-malware software is active.</p> <p>Note: This requirement applies to all operating systems.</p>
43	<p>Suppliers developing software or applications for Microsoft must incorporate security-by-design principles in the build process.</p>	<p>Supplier technical specification documents include checkpoints for security validation in their development cycles.</p> <p>Supplier uses some form of code scanning to alert on obvious flaws.</p>

#	Microsoft Supplier Data Protection Requirements	Evidence of Compliance
Section J: Security (cont.)		
44	<p>Employ a Data Loss Prevention (“DLP”) program to prevent intrusions, loss, and other unauthorized activity at the application, system, and infrastructure levels. Data must be properly classified, labeled, and protected and supplier must monitor information systems in use where Microsoft Personal or Confidential Data is Processed for intrusions, loss, and other unauthorized activity. The DLP program, at a minimum:</p> <ul style="list-style-type: none"> • requires use of industry standard host, network, and cloud-based Intrusion Detection Systems (“IDS”) if you retain Microsoft Personal or Confidential Data, • requires implementation of advanced Intrusion Protection Systems (“IPS”) configured to monitor and actively stop data loss, • in the event a system is breached, requires analysis of the system to ensure any residual vulnerabilities are also addressed, • describe required procedures for monitoring system compromise detection tools, • establishes an incident response and management process required to be performed when a Data Incident is detected, and • requires communications (to all supplier employees and subcontractors being offboarded from supplier’s Performance) regarding unauthorized downloading and use of Microsoft Personal or Confidential Data. 	<p>Documented DLP program deployed with procedures in place to prevent intrusions, loss, and other unauthorized activity (and at a minimum, all items specified in this section).</p>

#	Microsoft Supplier Data Protection Requirements	Evidence of Compliance
Section J: Security (cont.)		
45	Supplier must ensure that secrets are not embedded or hardcoded in the software at any stage of the development process.	<p>Supplier has documented procedures for ensuring that secrets such as usernames, passwords, SSH keys, API access tokens, etc., were never incorporated into source or configuration files, either in test or production environments.</p> <p>Supplier can demonstrate:</p> <ul style="list-style-type: none"> • Use of a supported and current version of a credential exposure prevention tool such as GitHub Advanced Security (GHAS) or similar service or tool. • Assurance that if source or configuration files did mistakenly include secrets, those secrets were documented as revoked upon discovery. • Assurance that any replacement or secondary credential was not pushed back into code. • Documentation of any false positives and their remediation.
46	The supplier must ensure that backup planning processes protect Microsoft Personal and Confidential Data from unauthorized use, access, disclosure, alteration, and destruction.	<p>Supplier can demonstrate documented response and recovery procedures detailing how the organization will manage a disruptive event and will maintain its information security to a predetermined level based on management approved information security continuity objectives.</p> <p>Supplier can demonstrate that it has defined and implemented procedures to periodically back up, securely store (physically, and via use of data encryption), and effectively recover critical data.</p>
47	Establish and test business continuity and disaster recovery plans.	<p>A disaster recovery plan must include the following:</p> <p>Defined criteria to determine if a system is critical to the operation of the supplier's business.</p> <ul style="list-style-type: none"> • List critical systems based on the defined criteria that must be targeted for recovery in the event of a disaster. • Defined disaster recovery procedure for each critical system that ensures an engineer who does not know the system could recover the application in under 72 hours. • Annual (or more frequent) testing and review of disaster recovery plans to ensure recovery objectives can be met.

#	Microsoft Supplier Data Protection Requirements	Evidence of Compliance
Section J: Security (cont.)		
48	<p>Authenticate the identity of an individual before granting that individual access to Microsoft Personal or Confidential Data and ensure that the access is limited to the particular individual’s scope of activity permitted to support Performance.</p>	<p>Ensure that all user IDs are unique and that each has an industry standard authentication method (such as Azure Active Directory).</p> <p>Must require the use of a Multi-Factor Authentication (MFA), such as a smart card or phone-based authenticator.</p> <p>Documented information security program covering process for ensuring that all supplier employees’ and subcontractors’ access to Microsoft Personal or Confidential Data is no more or longer than necessary to support Performance.</p>
49	<p>The supplier must protect all data Processed in connection with its Performance in transit across networks with encryption using Transport Layer Security (“TLS”) or Internet Protocol Security (“IPsec”).</p> <p>These methods are described in the NIST 800-52 and NIST 800-57; an equivalent industry standard can also be used.</p> <p>Supplier must refuse delivery of any Microsoft Personal or Confidential Data transmitted via unencrypted means.</p>	<p>The process of creating, deploying, and replacing TLS or other certificates must be defined and enforced.</p>
50	<p>All supplier devices (laptops, workstations, etc.) that will access, or handle Microsoft Personal or Confidential Data must employ disk-based encryption.</p>	<p>Encrypt all devices to meet BitLocker or another industry equivalent disk encryption solution for all client devices used to handle Microsoft Personal or Confidential Data.</p>

#	Microsoft Supplier Data Protection Requirements	Evidence of Compliance
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Section J: Security (cont.)

51	<p>Systems and procedures (using current industry standards such as that described in the NIST 800-111 standard) must be in place to encrypt at rest (when stored) any and all Microsoft Personal and/or Confidential Data, examples include, but are not limited to:</p> <ul style="list-style-type: none"> • credential data (e.g., username/passwords) • payment instrument data (e.g., credit card and bank account numbers) • immigration related personal data • medical profile data (e.g., medical record numbers or biometric markers or identifiers, such as DNA, fingerprints, eye retinas and irises, voice patterns, facial patterns, and hand measurements, used for authentication purposes) • government issued identifier data (e.g., social security or driver’s license numbers) • data belonging to Microsoft customers (e.g., SharePoint, O365 documents, OneDrive customers) • material related to unannounced Microsoft products • date of Birth • children’s profile information • real time geographic data • physical personal (non-business) address • personal (non-business) phone numbers • religion • political opinions • sexual orientation/preference • security question answers (e.g., 2fa, password reset) • mother's maiden name 	<p>Verify all Microsoft Personal and Confidential Data is encrypted at rest.</p>
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#	Microsoft Supplier Data Protection Requirements	Evidence of Compliance
Section J: Security (cont.)		
52	<p>Anonymize all Microsoft Personal Data used in a development or test environment.</p>	<p>Microsoft Personal Data must not be used in development or test environments; when there is no alternative, it must be anonymized to prevent identification of Data Subjects or misuse of Personal Data.</p> <p>Note: Anonymized data is different from Pseudonymized data. Anonymized data is data that does not relate to an identified or identifiable natural person where the data subject of the personal data is not or no longer identifiable.</p> <p>If the Microsoft Personal Data is PHI, the anonymization must meet the HIPAA de-identification standard.</p>
Section K: AI Systems		
53	<p>Where AI Systems are included in connection with providing a service, Supplier must have the applicable AI Systems terms in place with Microsoft.</p> <p>Any change to the Intended Uses must disclosed without undue delay and reviewed at least annually for accuracy and compliance.</p>	<p>AI Systems contractual terms present in contract between Microsoft and Supplier.</p>
54	<p>Assign responsibility and accountability for troubleshooting, managing, operating, overseeing, and controlling the AI System during and after deployment to a designated person or group within the company.</p>	<p>Name the role of the person or group charged with ensuring compliance for AI Systems.</p> <p>A document describing the authority and accountability of this person or group.</p>

#	Microsoft Supplier Data Protection Requirements	Evidence of Compliance
Section K: AI Systems (cont.)		
55	<p>Establish, maintain, and perform annual privacy and security training for anyone that will have access to or Process data within AI Systems by supplier in connection with Performance.</p>	<p>Annual records of attendance are available and can be provided to Microsoft upon request.</p> <p>Documentation of compliance with training requirements will include evidence of training related to privacy regulatory requirements, security obligations, and compliance with applicable contract requirements and obligations for continued use of AI Systems.</p> <p>Training content is validated annually.</p>
56	<p>Supplier has an AI System incident response plan that requires supplier to notify Microsoft per contractual requirements, as described by applicable privacy law, or without undue delay, whichever is sooner, upon becoming aware of a Data Incident or a discovered failure that would adversely impact any of the Intended Uses and Sensitive Uses listed for an AI System.</p> <p>Note: please see the SSPA Program Guide for how to notify Microsoft of an incident.</p>	<p>Supplier has an AI System incident response plan which includes the following across all endpoints:</p> <ul style="list-style-type: none"> • A step to notify customers (Microsoft) as described in this requirement. • System rollback plan including time elapsed until the entire system can be rolled back. • Support for turning features off, including time elapsed until the feature can be turned off. • The process for updating and releasing updates to each model, including time elapsed until the system has been updated. • Process regarding how customers, partners, and end users will be notified of changes to the system, updated understandings of failures, and their best mitigations. <p>Supplier will furnish documentary evidence to Microsoft upon request.</p>
57	<p>Supplier must have Red Teaming of AI Systems. Vulnerabilities must be addressed prior to AI System deployment.</p>	<p>Supplier has documentation for the following:</p> <ul style="list-style-type: none"> • Red Teaming processes are in place. • Vulnerabilities have been addressed.
58	<p>Supplier has a Responsible AI program to ensure data compliance through disclosures and documentation, including the below:</p>	<p>Supplier has documentation describing the Responsible AI program.</p> <p>Supplier will furnish documentary evidence to Microsoft upon request.</p>
59	<p>Supplier has Intended Uses Transparency disclosures.</p>	<p>Intended Uses Transparency disclosures provided to Microsoft upon request.</p>

#	Microsoft Supplier Data Protection Requirements	Evidence of Compliance
Section K: AI Systems (cont.)		
60	<p>Signed Agreement: When engaging with AI Suppliers, organizations should establish clear contractual terms in a signed agreement. These agreements should explicitly address data handling, confidentiality, intellectual property rights, liability, incident response, and any applicable Sensitive Uses.</p>	<p>Supplier will furnish documentary evidence to Microsoft upon request, including the agreement, if applicable.</p>
61	<p>Accountability: Define clear lines of accountability and responsibilities for AI deployment and risk management within the organization. Organizations must identify responsible parties for the outcomes of AI Systems. This includes addressing ethical concerns, biases, and any issues that may arise over time. Regular monitoring and auditing of AI models are essential to maintain compliance with ethical guidelines.</p>	<p>Supplier has a document describing the Responsible AI program, including accountability and responsibilities of person or group.</p> <p>Supplier will furnish documentary evidence to Microsoft upon request.</p>
62	<p>Risk Assessment: Conduct privacy, security, and/or Responsible AI risk assessment to consider potential biases, security vulnerabilities, and unintended consequences. If any Sensitive Uses are included, guidance for required controls or mitigations must be included.</p>	<p>Supplier will maintain evidence of risk assessments, or similar documentation or reporting including testing, monitoring of system evolution, and ongoing maintenance annually to improve known or discovered errors, disparate impacts to demographic groups, hallucinations, and other required remediations or technical controls to maintain security and privacy compliance.</p> <p>Supplier will furnish documentary evidence to Microsoft upon request.</p>
63	<p>Transparency and Explainability: AI Systems must be transparent and explainable. Supplier must provide insights into how decisions are made. Disclosures should encourage transparency in model architecture, training data, and decision-making processes.</p>	<p>Supplier is to log all system failure reports, corruption, hallucinations, or reported misuse that detracts from the intended purpose, and provide evidence of steps taken to resolve the issues.</p> <p>Supplier will furnish documentary evidence to Microsoft upon request.</p>
64	<p>Monitoring and Adaptation: Supplier must demonstrate continuous monitoring of AI Systems and adapt and update the AI Systems as new risks emerge.</p>	<p>Supplier is to log all system failure reports, corruption, hallucinations, or reported misuse that detracts from the intended purpose, and provide evidence of steps taken to resolve the issues.</p> <p>Supplier will furnish documentary evidence to Microsoft upon request.</p>

#	Microsoft Supplier Data Protection Requirements	Evidence of Compliance
Section K: AI Systems (cont.)		
65	Supplier must provide required disclosures, reporting, or other similar documentation with all required error types, performance metrics definitions, data performance, safety, and reliability indicators for each Intended Use.	<ul style="list-style-type: none"> • Define and provide acceptable error ranges for each operational factor that would impact each of the Intended Use(s) and any additional operational factors that would narrow acceptable ranges or lower acceptable error rates (including false positive and false negative error rates) that could impact those Intended Uses. • Identify operational factors and/or Intended Uses, including quality of system input, use, and operational context are critical to manage for reliable and safe use of the system in its deployed context. • Disclose and document Sensitive Use cases. • Documentation of implementation of effective controls in the system design to discourage automation bias (the possible tendency of over-relying on outputs produced by the system). • Document any system limitations, input or output data model limitations, or predictable failures, including uses for which the system was not designed or evaluated that may impact Intended Uses. • Document implemented mitigations and controls for well-known AI risks, such as inference manipulation (“jailbreaks”), model manipulation (e.g., data poisoning), and inferential information disclosure (e.g., prompt extraction). • Evidence of system accuracy, performance, and the extent to which these results are generalizable across use cases.

#	Microsoft Supplier Data Protection Requirements	Evidence of Compliance
Section K: AI Systems (cont.)		
66	<p>Supplier will update the transparency disclosures, including Sensitive Use and Intended Uses, and notify Microsoft if:</p> <ul style="list-style-type: none"> • new uses are added, • functionality changes, • the product moves to a new release stage, • new information about reliable and safe performance that impact Intended Use are discovered or applied, • new information about system accuracy and performance becomes available. 	<p>Supplier has a plan when updating transparency disclosures that includes a step to notify Microsoft as described in this section.</p>
67	<p>As part of the transparency disclosures, Supplier must document a standard operating procedure and system health monitoring action plan for each AI system or data model that includes:</p> <ul style="list-style-type: none"> • processes for reproducing system failures to support troubleshooting and prevention of future failures, • which events will be monitored, • how events will be prioritized for review, • the expected frequency of those reviews, • how events will be prioritized for response and timing to resolution, • third party AI components, including open source software, are kept up to date. 	<p>Supplier has documented system health monitoring policies and procedures it will follow for each AI system as described in this section.</p> <p>Supplier will furnish documentary evidence to Microsoft upon request.</p>
68	<p>Establish and document a detailed inventory of the system health monitoring methods to be used, which include:</p> <ul style="list-style-type: none"> • data and insights generated from data repositories, system analytics, and associated alerts, • processes by which customers can submit information about failures and concerns, and • processes by which the general public can submit feedback. 	<p>Supplier has documented system health monitoring methods as described in this section.</p> <p>Supplier will furnish documentary evidence to Microsoft upon request.</p>

#	Microsoft Supplier Data Protection Requirements	Evidence of Compliance
Section K: AI Systems (cont.)		
69	<p>If evidence is discovered that the AI system is not fit for the Intended Use(s) at any point before or during the system’s use, Supplier will:</p> <ul style="list-style-type: none"> • remove the Intended Use from customer-facing materials and make current customers aware of the issue, take action to close the identified gap, or discontinue the system, • revise documentation related to the Intended Use, and • publish the revised documentation to customers. 	<p>Supplier has documented policies and procedures it will follow for a failure of Intended Use as described in this section.</p>
70	<p>Supplier must identify and disclose all known demographic groups, including marginalized groups, who may be at risk of experiencing worse or adverse quality of service based on the Intended Use(s) of the AI System, geographic areas where the AI System will be deployed, or inherent biases within the AI System.</p> <p>Demographic groups include:</p> <ul style="list-style-type: none"> • groups defined by a single factor, and • groups defined by a combination of factors. 	<p>Supplier must identify and document any justifiable factors, such as circumstantial and other operational factors (e.g., “background noise” for speech recognition systems), that account for:</p> <ul style="list-style-type: none"> • any inability to meet any target minimum performance level for any identified demographic group, • any remaining performance differences between identified demographic groups. <p>Supplier will furnish documentary evidence to Microsoft upon request.</p>

Glossary

“Authorized Representative” is a person that has the appropriate level of authority to sign on behalf of the company. This person would have the requisite privacy and security knowledge or have consulted a subject matter expert prior to submitting their response to an SSPA Program action. In addition, by adding their name to a SSPA form they are certifying that they have read and understand the DPR.

“EUDPR” means Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices, and agencies and on the free movement of such data, and repealing Regulation (EC) No. 45/2001 and Decision No. 1247/2002/EC.

"Freelancer" means individuals performing on-demand tasks or services, which are procured through digital platforms or other means.

“GDPR” means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 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).

“Human Oversight” is the Supplier designated category of Human Oversight and level of intervention available if failures are detected within the AI system for the Intended Uses:

- Human-in-the-loop (human intervention capacity in each decision-making cycle of the system)
- Human-on-the-loop (human intervention capability during the system design cycle and monitoring of system operation)
- Human-in-command (ability to supervise the overall activity of the AI system and decide when and how to use the AI system in a given situation)

“Privacy Data Protection Requirements” means the GDPR, the EUDPR, Local EU/EEA Data Protection Laws, the California Consumer Privacy Act, Cal. Civ. Code § 1798.100 et seq. (“CCPA”), the UK Data Protection Act 2018 and any related or subsequent laws, regulations and other legal requirements applicable in the UK, and any applicable laws, regulations, and other legal requirements relating to (a) privacy and data security; or (b) the use, collection, retention, storage, security, disclosure, transfer, disposal, and other processing of any Personal Data.

“EU Model Clauses” and “Standard Contractual Clauses” mean (i) the standard data protection clauses for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection, as described in Article 46 of the GDPR and approved by the European Commission decision (EU) 2021/914 of 4 June 2021; (ii) any successor standard contractual clauses adopted by (a) the European Commission, (b) the European Data Protection Supervisor and approved by the European Commission, (c) the United Kingdom pursuant to the UK General Federal Data Protection Act, (d) Switzerland pursuant to the Swiss Federal Data Protection Act, or (e) by a government in a jurisdiction other than Switzerland, the United Kingdom, and the jurisdictions comprising the European Union / European Economic Area where the clauses govern the international transfer of personal data, shall be incorporated and binding on Supplier as of the day of their adoption.

“Website Hosting” A website hosting service is an online service that creates and/or maintains websites on behalf of Microsoft under the Microsoft domain, i.e., supplier provides all materials and services required for them to create and maintain a site and makes it accessible on the internet. The “web hosting service provider” or “web host” is the supplier who provides the tools and services needed for the website or webpage to be viewed on the Internet, such as, Cookies or web beacons for advertising.