

Key	
✓	- Direct Contractual Requirement
≈	- Implied Contractual Requirement
+	- Not required to be in contract but statutory obligation of recipient
✗	- Not required to be in contract

Required Contractual Provisions	CCPA Service Provider	VCDPA Processor	CPA Processor	UCPA Processor	CTPA Processor	GDPR Processor	CCPA Third Party
Identify Specific Processing Purposes/Nature & Purpose of Processing	✓	✓	✓	✓	✓	✓	✓
Use/Retention/Disclosure Restrictions (note the CCPA has multiple, prescriptive prohibitions)	✓	≈	≈	≈	≈	✓	✓
Require Recipient's Compliance with Law	✓	≈	≈	≈	≈	✗	✓
Recipient to Notify of its Inability to Comply with Law	✓	✗	✗	✗	✗	✗	✓
Business/Controller Ability to Monitor Contract Compliance	✓	≈	≈	✗	≈	✓	✓
Business/Controller Right to Stop & Remediate Unauthorized PI Use	✓	✗	✗	✗	✗	✗	✓
Recipient to Protect PI/Provide Security	≈	+	+	+	+	✓	≈
Recipient to Assist with Compliance with Consumer Rights Requests ("CRRs")	✓	+	+	✗	+	≈	✓
Recipient to Notify of Subcontractor Engagement	✗	✗	≈	✗	≈	✓	✗
Provide Business/Controller Opportunity to Object to Subcontractor Engagement	✗	✗	≈	✗	≈	✓	✗
Subprocessor Written Authorization	✗	✗	✗	✗	✗	✓*	✗
Recipient to Enter into Written Contract with Subcontractors	✓	✓	✓	✓	✓	✓	✗
Duration of Processing	✗	✓	✓	✓	✓	✓	✗
Subject Matter/Types of PI Processed	✗	✓	✓	✓	✓	✓	✗
Rights & Obligations of Parties	≈	✓	✓	✓	✓	✓	≈
Notification of Data Breach	✗	≈	≈	≈	≈	✓	✗
Data Breach Response Assistance	✗	+	+	+	+	≈	✗
Provide Info for DPIA	≈	+	+	✗	+	≈	≈
Make Info Available to Demonstrate Compliance	≈	✓	✓	✗	✓	✓	≈
Recipient Duty of Confidentiality	≈	✓	✓	✓	✓	✓	≈
Recipient to Delete/Return PI	≈	✓	✓	✗	✓	✓	✗
Submission to/cooperation with Audits	✓	✓	✓	✗	✓	✓	✗

\*Note, however, where a general authorization is in place, the processor must notify the controller of the subprocessor and give an opportunity for the controller to object to the engagement rather than obtain a specific written authorization.