

OpenAI DPA v.010126 review worksheet

Privacy counsel, procurement and AI workspace owners

[Read the complete guide on aona.ai](#)

OpenAI's published DPA v.010126 covers processor instructions, assistance, security, subprocessors, return or deletion and transfers. Review it with the Services Agreement and your order form. The customer still owns lawful disclosure and relevant configuration decisions; the DPA alone does not approve every plan, feature or data type.

Published clause positions are paraphrased from the official PDF. Operational consequences and escalation questions apply them to a fictional ChatGPT Enterprise procurement case.

Contract positions are documented; the customer, use case and follow-up questions are illustrative. No negotiated agreement or customer approval is represented.

Your review

Reviewer: _____ Date: _____

Organisation or team: _____

☐ Match the applicable version

Retain the DPA, Services Agreement and order form; check precedence and negotiated differences.

☐ Resolve service and data scope

Review Schedule 1, the actual features and any planned sensitive-data use instead of treating the DPA as a universal approval.

☐ Assign the operational handoffs

Name owners for rights requests, breach notices, subprocessor changes, audits and exit instructions.

Checked items record your review, not a compliance approval or an installed-product test result.

Notes and next actions

Decision and scope: _____

Evidence to collect: _____

Owner and next review date: _____

Review matrix

Clause	Published position	Operational consequence	Escalation question
1.1–1.2; Schedule 1	Processor scope and processing details tied to the Services Agreement.	Identify the actual service, data and customer role.	Does this DPA version govern the workspace/order form?

Clause	Published position	Operational consequence	Escalation question
2.1; 3.3	Contract and supported configurations form instructions; customer has configuration duties.	Record settings, task scope and a change owner.	Which settings implement our retention and deletion choices?
2.3; 2.5	Confidentiality commitments and reasonable, appropriate security measures.	Review the Agreement's security detail.	Which measures apply to the exact service and feature?
2.4; 2.6	Qualified rights-request and reasonable compliance assistance.	Define the customer/provider handoff.	How do we request assistance and track completion?
2.7	Breach notice without undue delay after awareness.	Keep vendor notice separate from our legal deadlines.	Which contact receives notice and escalates it?
2.8	Annual limits, confidentiality, customer expense and possible report-summary substitution.	Plan evidence requests and audit needs.	Do the available reports and audit conditions meet our requirements?
2.9–2.10	General authorisation, 30-day objection process and comparable subprocessor obligations.	Monitor notices; assess alternatives and Agreement liability limits.	Who subscribes, objects and assesses any exit consequence?
2.11	Post-termination return/deletion on instruction, with legal-retention conditions.	Plan export, instruction and confirmation.	Which copies and exceptions need evidence at exit?
4; Schedule 1	EEA/Swiss and UK transfer mechanisms; no intended sensitive-data transfer except unexpected unstructured input.	Review geography, transfer analysis and planned data categories.	Does the intended use require different terms or additional safeguards?

From clause to action

- **2.1 + 3.3:** Instructions and configuration

Record the settings and their owner.

- **2.9:** Subprocessor notice and objection

Track the 30-day objection window.

- **2.11:** Return or deletion at exit

Keep the instruction and evidence.

Illustrative review scope

Candidate: ChatGPT Enterprise workspace for customer-support wording.

Data approach: reduced context, with unnecessary customer details omitted.

Customer agreement: not represented by the exercise.

Decision owner: to be established by the real organisation.

Clause positions above describe the public PDF, not a legal opinion that it satisfies every obligation or authorises PHI. Review the applicable Agreement, Order Form, service eligibility and actual customer configuration.

Sources and scope

Sources checked 2026-09-21. Review the current requirements and your actual agreement before using this workbook for a real decision. General information, not professional approval or a completed control test. It does not negotiate or approve an OpenAI DPA. Aona's own role, processing and terms need separate review where it handles personal data.

[EU GDPR: Regulation \(EU\) 2016/679](#). Articles 5, 6, 9, 12, 17, 19, 28, 32, 35 and 36 establish the relevant processing, rights, processor and risk-assessment requirements.

[OpenAI Data Processing Addendum, v.010126](#). Official four-page contract PDF: processor scope, sections 2.1–2.11, customer obligations in section 3, transfer provisions in section 4 and Schedule 1; version verified from footer.

[OpenAI: ChatGPT Work Cloud data handling and retention](#). Distinct operational lifecycles for conversations, Library files, project files, memories and exported records; separate from post-termination contract instructions.

Additional source and scope notes

Official PDF: <https://cdn.openai.com/pdf/openai-data-processing-addendum.pdf>

Footer version: v.010126

Retrieved: 21 September 2026

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