

# DATA PROCESSING AGREEMENT

Rambøll Danmark A/S  
CVR: 35128417  
Hannemanns Allé 53  
2300 København S  
Danmark  
(in the following “Ramboll”)

and

you  
(in the following the “Client”)

(hereinafter referred to individually as a “Party” and collectively as the “Parties”)

2019-10-22

# CONTENTS

1.	INTRODUCTION	1
2.	THE SCOPE OF THE DPA	1
3.	INSTRUCTIONS, OBLIGATIONS AND SECURITY	1
4.	SUB-PROCESSORS	2
5.	TRANSFER OF PERSONAL DATA	3
6.	NOTIFICATION OF PERSONAL DATA BREACH	3
7.	TERMINATION	4
8.	LIABILITY	4
9.	ADDITIONAL SERVICES AND CHANGES IN LEGISLATION	4
10.	CHOICE OF LAW AND VENUE	5

## **1. INTRODUCTION**

- 1.1 This Data Processing Agreement (“DPA”) specifies the Parties’ data protection obligations which arise from Ramboll’s processing of personal data, entered into between the Parties (“the Agreement”). The DPA is issued under and is incorporated into the Agreement. In the event that any provision of this DPA is inconsistent with any term(s) of the Agreement this DPA will prevail.
- 1.2 In this DPA, the Client will be referred to as the “Data Controller” and Ramboll will be referred to as the “Data Processor” as defined in the Regulation (EU) 2016/679 of 27 April 2016 (the General Data Protection Regulation, “GDPR”) and all applicable local EU member state data protection regulations and any later amendments hereof (hereinafter altogether referred to as the “Data Protection Legislation”).
- 1.3 Any other terms of the DPA shall have the meaning set out in the Data Protection Legislation.

## **2. THE SCOPE OF THE DPA**

- 2.1 The Data Processor will during the term of this DPA be processing personal data on the behalf of the Data Controller for the purpose of managing user access to the application.
- 2.2 The Data Processor will be processing the following types of personal data under this DPA:
  - (a) Name and email-addresses
- 2.3 The personal data regards the following categories of data subjects:
  - (a) Users of the RamRisk application

## **3. INSTRUCTIONS, OBLIGATIONS AND SECURITY**

- 3.1 The Data Processor is instructed to perform such processing activities as are required for fulfilling its obligations as supplier under the Agreement and in accordance with the purpose as set out in clause 2.1.
- 3.2 The Data Processor shall:
  - (a) comply with Data Protection Legislation applicable to the Data Processor;
  - (b) comply with the terms of this DPA and the written instruction(s) of the Data Controller;
  - (c) only process personal data on behalf of the Data Controller and only on written instruction(s) from the Data Controller.

- (d) ensure that its Sub-processor(s) (if any) shall process personal data in accordance with the Data Protection Legislation, this DPA and each written instruction.
- 3.3 The Data Processor must inform the Data Controller without undue delay, in accordance with the Data Protection Legislation, if it believes an instruction infringes the Data Protection Legislation. It may then postpone the execution of the relevant instruction(s) until it is confirmed or changed by the Data Controller's representative.
- 3.4 The Data Controller is responsible for compliance with all applicable data protection regulations laid down in the Data Protection Legislation, and other mandatory regulations in respect of the personal data provided to the Data Processor in connection with the Agreement.
- 3.5 The Data Controller agrees not to upload or otherwise submit any sensitive and/or critical personal data to the Data Processor in connection with the Agreement without the written consent of the Data Processor.
- 3.6 The Data Processor shall implement appropriate technical and organisational security measures to protect personal data against accidental or unlawful destruction, loss or alteration and against unauthorised disclosure, abuse or other processing in violation of the provisions laid down in the Data Protection Legislation.
- 3.7 The Data Processor will ensure that all personnel of the Data Processor or its Sub-processor(s), as defined in clause 4.1, required to access personal data are informed of the confidential nature of the personal data and the security procedures applicable to the processing of or access to the personal data. The obligation of confidentiality will continue after the termination of the Agreement.

## 4. SUB-PROCESSORS

- 4.1 The Data Processor may sub-contract its processing operations performed on behalf of the Data Controller to a data processor ("Sub-processor") upon thirty (30) days' written notice to the Data Controller.
- 4.2 If the Data Controller has reasonable grounds to object to the Data Processor's use of a new Sub-processor then the Data Controller shall promptly, but in no case later than fourteen (14) days following the Data Processor's notification pursuant to clause 4.1, provide notice to the Data Processor. Should the Data Processor choose to retain the objected-to Sub-processor, the Data Processor will notify the Data Controller at least fourteen (14) days before authorising the Sub-processor to process personal data and then the Data Controller may terminate the relevant portion(s) of the Agreement within thirty (30) days. Upon any termination by the Data Controller pursuant to this section, the Data Processor shall refund the Data Controller any prepaid fees for the terminated portion(s) of the Agreement that were to be provided after the effective date of termination.

- 4.3 Where the Data Processor sub-contracts its obligations in accordance with this clause 4, it shall do so only by way of a written agreement with the Sub-processor(s) which imposes the same obligations on the Sub-processor(s) as imposed on the Data Processor under this DPA and subject to compliance with clause 5.

## 5. TRANSFER OF PERSONAL DATA

- 5.1 The Data Processor and its Sub-processor(s) (if any) may transfer personal data processed on behalf of the Data Controller out of the EU/EEA upon thirty (30) days' prior written notice to the Data Controller, to the extent the Data Controller does not object to the transfer in writing within such notice period. The Data Processor will comply with any requirements established by any supervisory authorities or other government authorities necessary for the granting of approval by such authorities for the transfer of personal data outside of the EU/EEA.
- 5.2 The Data Processor shall ensure the legal basis for the transfer of personal data either by way of (a) the third country being a jurisdiction on the list of the European Commission with jurisdictions that provide an adequate level of data protection, (b) the third country being a party to a certification scheme approved by the European Commission as providing the adequate level of data protection (such as the EU-US and EU-Swiss Privacy Shield) or (c) procuring that the Sub-processor enters into the European Commission's Standard Contractual Clauses for the transfer of personal data to the Sub-processor established in third countries. The Data Processor and its Sub-processor(s) (if any) will not be entitled to require any amendments to the Commission's Standard Contractual Clauses. The Data Controller authorises the Data Processor to execute the European Commission's Standard Contractual Clauses for the transfer of personal data to Sub-processors established in third countries on behalf of the Data Controller.
- 5.3 In the event that a legal basis for transfer of personal data as set out in clause 5.2 is found non-compliant with the Data Protection Legislation and is replaced or otherwise no longer considered to be the foundation for a valid legal basis for the transfer of personal data outside of the EU/EEA the Parties will together without undue delay find and execute another legal basis for the transfer of personal data out of the EU/EEA.

## 6. NOTIFICATION OF PERSONAL DATA BREACH

- 6.1 The Data Processor shall without undue delay notify the Data Controller in case of any identified personal data breach in relation to personal data processed under this DPA.

## 7. TERMINATION

- 7.1 The term of this DPA shall continue until the latter of the following; the termination of the Agreement, or the date at which the Data Processor ceases to process including but not limited to storage of the personal data.
- 7.2 Upon termination of the Agreement, the Data Controller may request retrieval of its personal data from the Data Processor (exclusive of back-ups, if any) during a period of thirty (30) days (“Data Retrieval Period”) following the termination of the Agreement. The Data Processor will provide reasonable assistance for retrieval of the personal data in a readily accessible and commercially reasonable file format. Following the Data Retrieval Period, the Data Processor may delete the personal data, without notice.

## 8. LIABILITY

- 8.1 The Data Processor’s total liability to the Data Controller for breach of the data protection obligations set out in this DPA is subject to the same limitations in liability as otherwise applicable in the Agreement.
- 8.2 The Data Controller shall hold the Data Processor, fully and effectively indemnified against any and all claims, expenses, losses and damages or liabilities arising out of or incurred in relation to the Data Controller’s violation of the Data Protection Legislation.

## 9. ADDITIONAL SERVICES AND CHANGES IN LEGISLATION

- 9.1 If changes in applicable legislation lead to a substantial increase in the Data Processor’s costs including but not limited to an increase in time consumption, and the increase in costs cannot be distributed over several projects throughout the Data Processor’s organisation, the Data Processor shall give the Data Controller reasonable notice about such costs before they incur, and the Data Controller shall reimburse the Data Processor for such reasonable and documented costs.
- 9.2 If the Data Controller requires additional services, e.g. by requesting the Data Processor to implement new technical and organisational security measures than those applicable to the Data Processor according to this DPA, the Data Processor shall give the Data Controller reasonable notice about such costs before they incur, and the Data Controller shall reimburse the Data Processor for such reasonable and documented costs.

## 10. CHOICE OF LAW AND VENUE

10.1 Any dispute or claim arising out of or in connection with this DPA shall be settled by the Courts of Denmark and be governed by the laws of Denmark.