



## Deliverable D4.2: Structure to secure rules WP4, Task 4.2

Date of document  
11/05/2018

Deliverable Version:	D4.2, V.1
Dissemination Level:	PU <sup>1</sup>
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<sup>1</sup> PU = Public

PP = Restricted to other programme participants (including the Commission Services)

RE = Restricted to a group specified by the consortium (including the Commission Services)

CO = Confidential, only for members of the consortium (including the Commission Services)

## Document History

Project Acronym	<b>HAPPI</b>
Project Title	<b>Housing Association's Energy Efficiency Process Planning and Investments</b>
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Project Duration	1st March 2018 – 31th January 2021

Deliverable No.	D4.2 Structure to secure rules		
Diss. Level	Public		
Deliverable Lead	<b>ProjectZero</b>		
Status		Working	
		Verified by other WPs	
	x	Final version	
Due date of deliverable	<b>31.05.2018</b>		
Actual submission date	31/05/2018		
Work Package	WP4 Data Management and Monitoring		
WP Lead	<b>B42</b>		
Contributing beneficiary(ies)	<b>ProjectZero EY</b>		
Date	Version	Person/Partner	Comments
<b>01/05/2018</b>	V1.0	Henrik Bielefeldt	1st draft for comments
22/05/2018	V1.2	EY	Legal issues
30/05/2018	V1.3	Kasper Wilhelmsen	proofread

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## 1. Executive summary

Data collected in the HAPPI project will be collected in respect of the GDPR.

This task will develop guidelines to secure that all surveys that are planned in the project regarding feedback, energy behavior, and consumption data is collected, stored, and used accordingly to the definition of the EU General Data Protection Regulation.

Data collected in the project will foremost be anonymous data used in the WP 2, WP4 and WP5.

Data collected regards article 6 and article 9 will be conducted in Wp1 and WP5. The deliverables outlines the legal obligations regarding consent and data handler agreements. Furthermore, the deliverables provides the legal rights and obligations for the project to handle the collected data.

## 2. Introduction

This report aims to define an understandable and coherent framework for data collection in HAPPI. The target groups for the report are all employees and consultants involved in the project that conduct data collection. The introduced approach and method can be replicated in other cities that wish to involve residents in their project.

The report will provide information regarding where and what personal data is being processed in the project in order to explain / document that treatments comply with the rules.

Furthermore, the report will assess if it is necessary to compile a data processing agreement when disclosing personal data to an external party.

Data collection is the process of collecting different information about specific variables according to a systematic method that enables evaluation and measurement of the collected results. Data collection is crucial for many aspects of the HAPPI project, achieving energy management and resident's involvement and behavioral education.

In HAPPI, data in heterogeneous fields (energy, citizenship, economic results, etc.) must be analyzed. All areas require different information and thus data collection for evaluation will be collected in different ways.

In some cases, data will be provided by automated systems that include loggers or data collection systems that collect data and upload it to a Datawarehouse

Data collection in HAPPI will be conducted in compliance with EU privacy policy. In addition, no personal data is collected and stored in connection with the collection of energy data. And all energy data will be collected in aggregated form on building level.

The servers that will be used to collect the aggregated energy data will be state-of-the-art data protection.

All European laws that are relevant to ethical issues are respected and enforced through local supervisory bodies.

The following international conventions and declarations in their latest versions:

- Horizon 2020 - Regulation of Establishment: Ethical principles (Article 19)
- Horizon 2020 Rules for Participation: Ethics Reviews (Article 14)
- Council Decision 2002/835/EC and Council Decision 1513/2002/EC on ethics in science.

### 3. Data responsible

To secure a logical and transparent data collection in the HAPPI it is important to define who is data controller and data processor in the project.

#### 3.1 Definition data Controller

The data controller determines the purposes for which and the means by which personal data is processed. So, if the company/organization decides 'why' and 'how' the personal data is processed it is the data controller. Employees processing personal data within the organization do so to fulfil the tasks as data controller.<sup>2</sup>

In the HAPPI project the purpose of the data collecting is defined in the GA. ProjectZero is functioning as project coordinator and therefore has the overall responsibility for the task carried out in the project. Therefore, ProjectZero is functioning as data controller for the project.

This also insure a transparency for the tenants participating in the project.

#### 3.2 Definition data processor

The data processor processes personal data only on behalf of the controller. The data processor is usually a third party external to the company. However, in the case of groups of undertakings, one undertaking may act as processor for another undertaking.<sup>3</sup>

The typical activity of processors is offering IT solutions, including cloud storage, data collection or analyzing collected data. The duties of the data processor towards the controller in the project must be specified in a *data processor contract*. A standard contract<sup>4</sup> is developed and must be implemented in the project.

The project partners in HAPPI is responsible for the work carried out in the WP. The data collected during the work is carried out to fulfil the task specified in the GA and therefore the project partners are data processors for the HAPPI project.

Data processors contracts must be signed before data collecting can start in the HAPPI project.

#### 3.3 Subcontractors

Subcontractors are used in different WP. The only partners in HAPPI using subcontractors is DEM-ESB and ProjectZero. The subcontractors are data processors working on behalf of project partners in the project and must sign a data processor contract.

#### 3.4 Data organization

The data organization in figure 1 is the consequent of the data organization in the HAPPI project. The organization create a transparent data collection in the project and securing that tenants and other persons affected in the project only have to contact ProjectZero in order to get an overview of the data collected in the HAPPI project.

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<sup>2</sup>[https://ec.europa.eu/info/law/law-topic/data-protection/reform/rules-business-and-organisations/obligations/controller-processor/what-data-controller-or-data-processor\\_en](https://ec.europa.eu/info/law/law-topic/data-protection/reform/rules-business-and-organisations/obligations/controller-processor/what-data-controller-or-data-processor_en)

<sup>3</sup>[https://ec.europa.eu/info/law/law-topic/data-protection/reform/rules-business-and-organisations/obligations/controller-processor/what-data-controller-or-data-processor\\_en](https://ec.europa.eu/info/law/law-topic/data-protection/reform/rules-business-and-organisations/obligations/controller-processor/what-data-controller-or-data-processor_en)

<sup>4</sup> Appendix 1



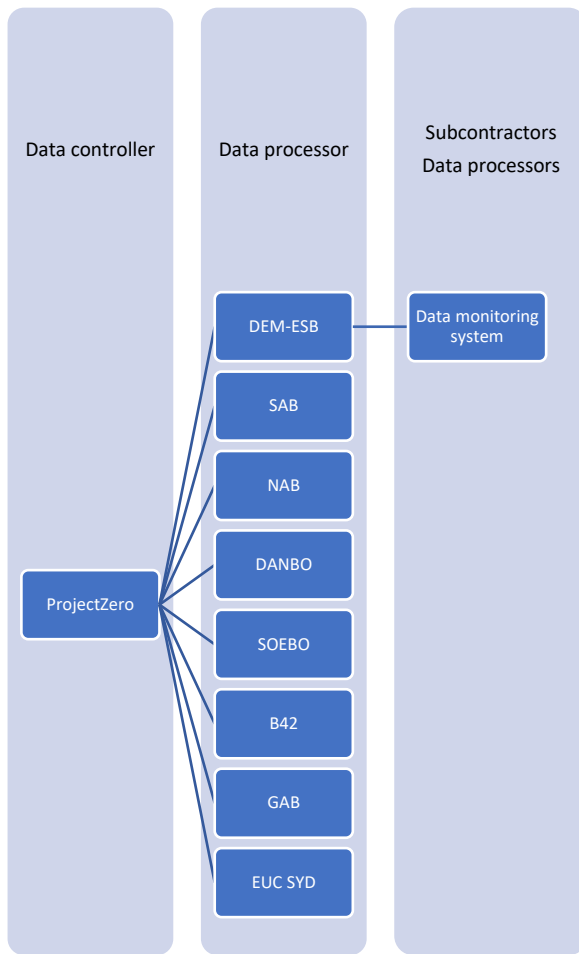


Figure 1 data hierarchy

## 4. Definition of sensitive data.

In order to ensure the correct processing of data, it is important to have clear definitions of the type of data being processed. Therefore, a clear definition of the 3 different types of data defined in the data regulation has been described below.

### 4.1 Regular personal data

Article 6<sup>5</sup> definition of regular personal data is:  
ID information e.g. Name, mail, and address.

Personal data not covered by Articles 9 and 10 (exhaustive lists) are common personal data. Information about privately owned companies is also considered personal data.

### 4.2 Sensitive data

Article 9<sup>6</sup> definition of Sensitive personal data is:

Race or ethnic origin, political, religious, or philosophical beliefs - union membership - treatment of genetic / biometric data to identify a person - health information or information about a person's sexual orientation.

### 4.3 Article 10

Article 10<sup>7</sup> personal data relating to:

- convictions
- offenses
- or related security measures
- if it can be deduced from the information that a person has committed a criminal offense.

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<sup>5</sup> <http://www.privacy-regulation.eu/da/6.htm>

<sup>6</sup> <http://www.privacy-regulation.eu/da/9.htm>

<sup>7</sup> <http://www.privacy-regulation.eu/da/10.htm>





## 5. Data collected in HAPPI

The types of data that can be identified at the start-up to be collected in the HAPPI project across the different work packages is defined below. The project will update the data management manual, ensuring that data always is processed in accordance with the data regulation throughout the project.

Data collected in HAPPI				
WP1	WP2	WP3	WP4	WP5
Personnel ID		Personnel ID	Aggregated energy data	Personnel ID Pictures

The data collected in HAPPI and the basis for legal treatment is described in table 1.

Terms of consent<sup>8</sup> will be available on the HAPPI webpage to the public.

### 5.1 questionnaires, interviews, direct observations

Data can be collected using methods such as questionnaires, interviews, direct observations or detailed reports, and the results can be recorded in different forms (digital or on paper). In the HAPPI project, information will mostly be gathered via questionnaires, but it may prove necessary to expand the data collection along the way to other methods.

For questionnaires, anonymous data generated by adult volunteer topics will only be collected.

All surveys and data collection made in HAPPI are conducted with informed consent<sup>9</sup>. A form<sup>10</sup> will be given to the participants, which they must sign before their participation. These forms will be stored in the project's cloud system.

Participants in the questionnaires will be informed in writing about their role and rights in the surveys and data collection. In particular, they will be informed that their participation is voluntary, without consequences if they decide not to participate.

They will be informed about the purpose of the studies. They will be informed that all data is kept anonymous and secure and that they have the right to retrieve their data without consequences if they decide to do so.

### 5.2 Dissemination

In connection with the project publications and stories will be published on a regular basis. In this regard, guidelines have been prepared to ensure that consent has been obtained for images and other material where this is necessary.

<sup>8</sup> Appendix 1

<sup>9</sup> Appendix 1

<sup>10</sup> Appendix 2



Table 1

Description of the categories of registered	Purpose	Description of the categories of personal data, <i>Article 6 (General Information)</i>	Basis for legal treatment Article 6 personal data	Description of the categories of personal data, <i>Article 9 (special categories of personal data)</i>	Basis for legal treatment Article 9 personal data	Description of the categories of personal data, <i>Article 10 (concerning convictions and offenses)</i>	Basis of legal treatment Article 10 personal data	Categories of recipients as personal data are or will be disclosed to. Including recipients in third countries and international organizations ( <i>Art 30, 1.d</i> )	Expected deadlines for deleting the different categories of information.	General description of the technical and organizational safeguards referred to in <i>Article 32 (1)</i> .
Employee	Reporting of personal costs	ID	Contract and GA	none		Not relevant to the project		EUC Syd	5 years after the last payment of the project.	Document shared by BOX. Only allowing the authorized personal handling the information.
Tenants	Information campaigns and data analysis	Name Address Email Phone number	consent	Portrait pictures	consent	Not relevant to the project		Observey – data Collection program	6 months after project ending	Document shared by BOX. Only allowing the authorized personal handling the information.
Tenants	Reporting and publishing of stories and brochures	Name citations	consent	portrait photo	consent	Not relevant to the project			5 years after the last payment of the project.	Document shared by BOX. Only allowing the authorized personal handling the information.

## 6. Storage of data

### 6.1 Cloud system

To secure the correct distribution and storage of data collected in HAPPI a cloud solution has been adopted to distribute information and documents among the project partners.

The cloud solution used is BOX. All members of the project group have access to the BOX and can thus access the information generated in the project.

The purpose of a cloud solution is to ensure there is no information available on physical computers.

### 6.2 Energy data

When the data collection system is to be composed, it will use servers that have state-of-the-art data protection ensuring that the data is kept anonymous.

Guidelines will be developed in each housing association regarding access and use of data from the energy system.

Although the energy data is aggregated and thus anonymous, it is still important from an ethical point of view to ensure that the information is not misused or otherwise shared with third parties.

## Appendix 1 Declaration of consent

The declaration of consent will be published on the project webpage.

### Declaration of consent

I hereby agree that ProjectZero must collect my name, e-mail, phone number and pictures. I can revoke the consent at any time.

At the same time, I agree that ProjectZero may process personal information about me as specified in these terms and conditions and the related personal data policy.

### Terms and Conditions

#### *2 Data Policy*

You agree that ProjectZero Alision 2, 6400 Sønderborg Cvr. 29 21 56 42 (hereinafter "PZ") processes your personal information submitted in connection with the registration of surveys, competitions, participation in events or news, cf. above, according to this data policy and in accordance with the perpetual personal data law currently in force.

If you cannot accept this, please do not agree.

#### *2.1 What personal information is collected by PZ?*

PZ collects E-mail and name, phone number and portrait-like images by and during attendance.

#### *2.2 What do we use your personal information for?*

We may use your personal information to:

- Surveys
- Issue newsletters
- Publish participant lists
- News via website and Facebook

#### *2.3 Who receives your personal information?*

We may disclose your personal information to:

- business partners for the purpose of analyzing surveys, sending newsletters and attendance lists.

#### *2.4 How are your personal information stored?*

Personal data is stored on servers in Denmark. Some personal data is administered by a third party (data processor) which stores and processes personal data on behalf of PZ pursuant to this Data Policy and the applicable data protection laws. We keep only the personal information as long as necessary for the purposes stated above.

#### *2.5 How do we protect personal information?*

We have, in accordance with the Personal Data Act, taken the necessary technical and organizational safeguards against the fact that your personal information is accidentally or illegally destroyed, lost or impaired, and against their knowledge. We store personal information on our own or one of our business partners' secure servers.



### *2.6 Access to information*

You can find out what information we have registered about you. If you wish to receive a copy of this information, please write to us at: [post@projectzero.dk](mailto:post@projectzero.dk). You may receive incorrect information deleted or corrected.

### *3. Further information*

If you have questions or comments about our data policy or how we use your personal information, please contact us at ProjectZero Alsion 2, 6400 Sønderborg.

## Appendix 2 Consent form

Consent form:

Name: \_\_\_\_\_

I hereby agree that ProjectZero must collect my name, e-mail, phone number and pictures. I can revoke the consent at any time.

At the same time, I agree that ProjectZero may process personal information about me as specified in these terms and conditions and the related personal data policy.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## Appendix 3 Data processor agreement

### 2 Background to the Data processor agreement

1. This Agreement lays down the rights and obligations that apply when the Data Processor processes personal data on behalf of the data controller.
2. The agreement is designed for the parties to comply with Article 28 (2). (3) of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46 / EC (Data Protection Regulation), which sets specific requirements for the content of a data-processing agreement.
3. The processing of personal data by the data processor is for the purpose of fulfilling the parties' "main agreement": [Name of the main agreement / service] concluded on [date].
4. The Data Processing Agreement and the "Main Agreement" are interdependent and cannot be terminated separately. However, the Data Processing Agreement may - without terminating the "main agreement" - be replaced by another valid data processing agreement.
5. This data processing agreement takes precedence over any similar provisions in other agreements between the parties, including the "main agreement".
6. For this agreement four appendices are attached. The attachments act as an integral part of the data-processing agreement.
7. The Data Processor's Appendix A contains details of the treatment, including the purpose and nature of the treatment, the type of personal data, the categories of registered, and duration of treatment.
8. The Data Processor's Appendix B contains the data controller's conditions for the data processor to make use of any sub database, as well as a list of any under-processed data processed by the data controller.
9. The Data Processor's Appendix C contains a further instruction on the processing by the data processor on behalf of the data controller (the condition of the processing), the minimum safety precautions and the supervision of the data processor and any sub database.
10. The Data Processing Agreement and its accompanying attachments shall be kept in writing, including electronically by both parties.
11. This data processing agreement does not release the data processor for any obligations that are directly imposed on the data processor by the Data Protection Act or any other law.

### 3 The data controller's obligations and rights

1. The data controller is responsible for the processing of personal data within the scope of the Data Protection Act and the Data Protection Act as the starting point for the outside world (including the data subject).



2. Therefore, the data controller has both the rights and the obligations to make decisions about the purposes and the means for processing.
3. The data controller is responsible for, inter alia, the existence of a legal basis for the data processing instructed by the data processor.

#### **4 The data trader is acting according to instructions**

1. The data processor may only process personal data according to documented instructions from the data controller, unless required under EU law or national law to which the data processor is subject; In that case, the data trader must inform the data controller of this legal requirement before processing unless that court prohibits such notification for reasons of important social interests, cf. Art. 28 (1). 3 (a).
2. The data processor shall immediately inform the data controller if an instruction in the opinion of the data trader is contrary to the data protection regulation or data protection provisions in other EU law or national law of the Member States.

#### **5 Confidentiality**

1. The data processor ensures that only the persons currently authorized to do so have access to the personal data processed on behalf of the data controller. Access to the information must therefore be immediately closed if the authorization is deprived or expired.
2. Only persons authorized to access the personal data may be authorized to fulfill the data processor's obligations to the data officer.
3. The data processor ensures that the persons authorized to process personal data on behalf of the data controller have committed themselves to confidentiality or have an appropriate statutory duty of confidentiality.
4. At the request of the data controller, the data processor may demonstrate that the relevant employees are subject to the beforementioned confidentiality obligation.

#### **6 Processing Security**

1. The data processor shall implement all the measures required by Article 32 of the Data Protection Regulation, which inter alia it is apparent that, taking into account the current level, implementation costs and the nature, scale, coherence and purpose of the treatment concerned, as well as the risks of varying probability and seriousness of the rights and freedoms of natural persons, appropriate technical and organizational measures must be implemented to ensure a level of security that fits these risks.
2. The above obligation implies that the data processor must conduct a risk assessment and then take measures to address identified risks. Among other things, the following measures may include, inter alia, the following:
  - A. Pseudonymization and encryption of personal data
  - B. Ability to ensure continued confidentiality, integrity, accessibility and robustness of treatment systems and services
  - C. Ability to restore timely availability and access to personal information in case of a physical or technical incident
  - D. A procedure for periodic testing, evaluation and evaluation of the effectiveness of technical and organizational measures to ensure treatment safety



3. In the light of the above, the Data Processor - in all cases - must implement at least the level of security and the measures specified in Appendix C of this Agreement.
4. Any adjustment / settlement of the parties or the like. In connection with the data controller's or the data processor's subsequent requirements for establishing additional security measures, it will be apparent from the parties' "main agreement".

## 7 Use of subdatabases

1. The data processor shall comply with the conditions laid down in Article 28 (1) of the Data Protection Regulation. 2 and 4, to use another data processor (under-tab deal).
2. The data processor may not use another data processor (sub-database) to fulfill the data processing agreement without prior specific or general written approval from the data controller.
3. In the case of general written approval, the data processor shall notify the data controller of any planned changes regarding the addition or replacement of other data servers, thereby giving the data controller the opportunity to object to such changes.
4. The data controller's terms and conditions for the data processor's use of any unauthorized databases are contained in Annex B of this Agreement.
5. The data controller's possible approval of specific subdatabanks is provided in Appendix B of this Agreement.
6. When the data processor has the data controller's authorization to use an unfinished processor, the data processor shall provide the data processor with the same data protection obligations as those set forth in this data processor agreement through a contract or other legal document under the EU law or the national law of the Member States, which provides in particular the necessary guarantees that the subcontractor will implement the appropriate technical and organizational measures in such a way that the processing meets the requirements of the Data Protection Regulation.

The data processor is thus responsible for - through the conclusion of a subdatabase agreement - to impose any subcontractor at least on the obligations that the data processor itself is subject to under the data protection rules and this data processing agreement and its appendices.

7. The Data Processing Agreement and any subsequent changes thereto shall be sent to the data controller, upon request by the data controller, in order to ensure that a valid agreement has been entered into between the data processor and the subprocessor. Any commercial terms, such as prices that do not affect the data protection content of the Sub-Processing Agreement, should not be sent to the data controller.
8. In its agreement with the subprocessor, the data processor shall insert the data liability as a beneficiary third party in the event of the bankruptcy of the data processor so that the data controller may enter into the data processor's rights and apply them to the subdatabase, for example, so the data controller can instruct the subdatabase to delete or retrieve information.
9. If the subdatabase does not fulfill its data protection obligations, the data processor remains fully responsible to the data controller for the fulfillment of the subdatabase's obligations.

## 8 Transfer of information to third countries or international organizations



1. The data processor may process personal data only by documented instructions from the data controller, including as regards the transfer (transfer, transfer and internal use) of personal data to third countries or international organizations, unless required by EU law or national law -Regal rights to which the data processor is subject; In that case, the data processor shall notify the data controller of this legal requirement before processing unless that court prohibits such notification for reasons of important social interests, cf. Article 28 (2). 3 (a).
2. Without the data controller's instruction or approval, the data processor - within the framework of the data processing agreement - may, inter alia, does not; a. pass personal data to a data controller in a third country or in an international organization, b. Leave the processing of personal data to a sub-processor in a third country, c. Handle the information in another of the data processor's departments located in a third country.
3. The data controller's possible instruction or approval of the transfer of personal data to a third country will appear from Annex C of this Agreement.

### 9 Assistance for the data controller

1. The data processor must, taking into account the nature of the processing, assist as far as possible the data controller, using appropriate technical and organizational measures, with the obligation of data controller to respond to requests for the exercise of the data subjects' rights as laid down in Chapter 3 of the Data Protection Regulation.

This implies that the data processor as far as possible shall assist the data controller in connection with the data controller being responsible for ensuring compliance with:

- a. The disclosure obligation for collecting personal data from the data subject
  - b. The disclosure obligation, whose personal data have not been collected at the register
  - c. The data subject's right of insight
  - d. The right to rectification e. the right to delete ("the right to be forgotten")
  - e. The right to limitation of treatment
  - f. Notification obligation in connection with rectification or deletion of personal information or limitation of treatment
  - g. The right to data portability
  - h. The right of objection
  - i. The right to object to the results of automatic individual decisions, including profiling
2. The data processor shall assist the data controller to ensure compliance with the obligations of data subjects pursuant to Articles 32 to 36 of the Data Protection Regulation, taking account of the nature of the processing and the information available to the data trader, cf. Article 28 (2). 3 (f). This implies that, in view of the nature of the processing, the data processor must assist the data controller in ensuring that the data controller is responsible for ensuring compliance with:
    - a. the obligation to implement appropriate technical and organizational measures to ensure a level of safety that fits the risks associated with treatment
    - b. the obligation to report personal data breach to the supervisory authority (Data Inspectorate) without undue delay and, if possible, within 72 hours after the data controller has been notified of the violation unless it is unlikely that the breach of personal data security implies a risk of physical persons' rights or freedoms.
    - c. The obligation to - without undue delay - notify the data subject of personal data breach when such breach is likely to entail a high risk of the rights and freedoms of natural persons
    - d. the obligation to conduct an impact assessment on data protection if a type of treatment is likely to entail a high risk of natural persons' rights and freedoms
    - e. The obligation to consult the supervisory authority (Data Inspectorate) before processing,



as long as an impact assessment on data protection shows that the treatment will lead to high risk in the absence of measures taken by the data controller to limit the risk

3. Any settlement / settlement of the parties or similar in connection with the data processor's assistance to the data controller will appear from the parties' "main features"

#### **10 Notification of breach of personal data security**

1. The Data Processor shall inform the data controller without undue delay after being aware that there has been a violation of the personal computer security of the data processor or any subcontractor.

The data processor's notification to the data controller shall, if possible, take place no later than 12 hours after it has become aware of the breach, so that the data controller is able to comply with its possible obligation to report the breach to the supervisory authority within 72 hours.

2. In accordance with paragraph 10.2 (b) of this Agreement, the data processor - taking into account the nature of the processing and the information available to it - shall assist the data controller in reporting the breach of the supervisory authority.

This may mean that the computer shall assist in providing the following information, as provided for in Article 33 (1) of the Data Protection Regulation. 3, shall be stated by the data controller's notification to the supervisory authority:

- a. The nature of the breach of personal data security including, if possible, the categories and the approximate number of registered persons, as well as the categories and the approximate number of personal data records concerned.
- b. Probable consequences of the breach of personal data security
- c. Measures taken or proposed to address the breach of personal data protection, including where appropriate, measures to limit its possible harmful effects

#### **11 Deleting and retrieving information**

3. Upon termination of the processing services, the data processor is obliged to delete or return all personal data to the data controller, as well as to delete existing copies, unless the European Union or national law prescribes the retention of personal data.

#### **12 Audit and Audit**

1. The data processor shall provide all information necessary to demonstrate compliance by the data processor with Article 28 of the Data Protection Regulation and this Agreement to the data controller and allow and contribute to audits, including inspections carried out by the data controller data controller or another accountant, authorized by the data controller.
2. The detailed procedure for the data controller's supervision of the data processor is set out in Annex C of this Agreement.
3. The data controller's supervision of any sub-processors is the starting point through the data processor. The detailed procedure for this is set forth in this Appendix's Appendix C.
4. The data processor is obliged to provide authorities with access to data facilities and data processing facilities, or representatives acting on behalf of the Authority, access to the physical facilities of the data processor against duly credited.

### 13 Parties' agreements on other matters

1. Any (specific) regulation of the consequences of the parties 'breach of the Data Processing Agreement will be apparent from the parties' "main agreement"
2. Any regulation of other relations between the parties will be apparent from the parties' "agreement"

### 14 Entry into force and termination

1. This Agreement shall enter into force on both parties' signatures.
2. The agreement may be renegotiated by both parties if changes in law or disagreements in the agreement give rise to this.
3. Any adjustment / agreement of the parties regarding remuneration, conditions or the like in connection with changes to this agreement will appear from the parties' "main agreement"
4. Termination of the data processing agreement may be in accordance with the termination conditions, including. cancellation notice, as stated in the "main agreement".
5. The agreement is valid for the duration of the treatment. Regardless of the termination of the "Main Agreement" and / or the Data Processing Agreement, the Data Processing Agreement will remain in force until termination of the operation and the deletion of the data by the data processor and any unauthorized service providers.

#### 6. Signature

On behalf of the data controller

On behalf of the data processor

Name: [Enter Name]

Name: [Enter Name]

Position: [Set Position]

Position: [Set Position]

Date: [Enter Date]

Date: [Enter Date]

Underwriting: [Enter Signature]

Underwriting: [Enter Signature]

### 15 Contact persons / contact points of the data controller and data broker

1. The parties may contact each other through the following contact persons / contact points:
2. The parties are required to keep each other informed of changes regarding the contact person / contact point.

Name: [Enter Name]

Name: [Enter Name]

Position: [Set Position]

Position: [Set Position]

Phone number: [Enter phone number]

Phone number: [Enter phone number]

Email: [Enter email]

Email: [Enter email]



## **Appendix A Information about the treatment**

The purpose of the data processor's processing of personal data on behalf of the data controller is:

- Completion of GA in connection with the HAPPI project

The processing includes the following types of personal data about the data subjects:

- Name, e-mail address, phone number, address, portrait-like images

The treatment includes the following categories of registrars:

- Employees and residents of the housing associations

The data processor's processing of personal data on behalf of the data controller may be initiated after the entry into force of this Agreement. The treatment has the following duration:

The processing is not limited to time and time until the agreement is terminated or terminated by one of the parties.

## **Appendix B Conditions for the data processor's use of sub-dataprocessors and list of authorized sub-dataprocessors**

### B.1 Conditions for the data processor's use of any sub-dataprocessors.

The data processor has the data manager's general authentication to use sub-dataprocessors. However, the data processor must notify the data controller of any planned changes regarding the addition or replacement of other data servers, thereby giving the data controller the opportunity to object to such changes. Such notification must be the data controller for a minimum of 1 month] before the application or amendment will take effect. If the data controller opposes the changes, the data subject must notify the data processor within 14 days of receipt of the notification. The data controller can raise objections only if the data controller has reasonable reasons for this.

### B.2 Approved sub-dataprocessors

At the entry into force of the data processing agreement, the data controller has approved the use of the following sub-dataprocessors:

Name  
CVR No.  
Address  
Description of treatment

At the entry into force of the data processing contractor, the data controller has specifically approved the use of the above subdatabase for the particular treatment described for the party. The data processor can not, without the data controller's specific and written approval, apply the individual sub-processor to a "second" processing and agree or allow another sub-processor to complete the described processing.

## **Appendix C Instructions for processing personal data**

### C.1 Item of the treatment / instruction

The data processor's processing of personal data on behalf of the data controller is done by the data processor performing the following:

- Tasks related to the HAPPI project described in GA

### C.2 Treatment Safety

The security level must reflect:

- That it is common personal data and sensitive information such as images.

### C.3 Storage Period / erase routine

"The personal data is stored with the data processor until the data controller requests the data to be deleted or returned."

### C.4 Location for treatment

Processing of the personal data contained in the agreement can not be done without the data controller's prior written consent at locations other than the following:

- [Specify where processing takes place] [Specify which data processor or sub-data processor is using the address]

### C.5 Instructions or approvals regarding the transfer of personal data to third countries

If the data controller has not provided an instruction or authorization for the transfer of personal data to a third country in this section or subsequent written notice, the data processor may not make such a transfer within the framework of the data processing agreement.

### C.6 Further procedures for the data controller's supervision of the processing performed by the data processor

The data controller or a representative of the data controller also has access to oversight, including physical supervision, at the data processor, when the data controller assesses a need for this.