

Joint Controller Agreement

APCOA Parking Danmark A/S
Hjulmagervej 4B
7100 Vejle
DK
CVR-nr.: 19055108
("APCOA")

The data controller who makes the parking permit available to the data subject
("Data controller 2")

1. **Introduction**

- 1.1 This agreement concerning joint data control (the "**Agreement**") provides the division of responsibilities between APCOA and Data controller 2 (hereinafter the "**Data Controllers**") when the Data Controllers jointly process personal data and determine the purposes and means of processing.
- 1.2 The agreement applies to the use of the digital solution provided by APCOA to Data Controller 2, who makes it available to the data subject. The Agreement and the associated terms are accepted and entered into when Data Controller 2 implements and starts using the digital solution. If Data Controller 2 at any time cannot accept or otherwise does not comply with the Agreement, one does not have the right to use the digital solution.

2. **Legislation**

- 2.1 The Agreement shall ensure that the Data Controllers comply with the applicable data protection and privacy legislation (the "**Applicable Law**"), including in particular 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 (General Data Protection Regulation) which entered into force on 24 May 2016 and will apply from 25 May 2018 (the "**GDPR**").

3. **Joint controllers**

- 3.1 In accordance with article 26(1) of the GDPR, joint data control is to be considered where two or more controllers jointly determine the purposes and means of processing. In order to ensure that the processing of personal data of natural persons (the "**Data subjects**") is happening in a transparent manner to the data subjects, the joint controllers shall establish an arrangement between them, unless and in so far, the respective responsibilities of the controllers are determined by law.
- 3.2 The Agreement reflects the arrangement between the Data Controllers according to which their respective obligations and responsibilities under the GDPR is set out. This includes in particular the obligations as regards to the rights of the data subjects and the information referred to in article 13 and 14 of the GDPR.
- 3.3 In accordance with article 26(2) of the GDPR, the essence of the arrangement shall be available to the data subject.
- 3.4 Irrespective of the terms of this Agreement, the data subjects may exercise their rights under chapter III of the GDPR against each of the Data Controllers just as the supervisory authorities may exercise their powers against both Data Controllers.
- 3.5 The Data Controllers agrees on a joint data responsibility for the processing activities set out in **Appendix A**.
- 3.6 Where this Agreement does not specifically regulate otherwise, each Data Controller is responsible for complying with the provisions of the GDPR.

4. **Principles and legal basis for processing**

4.1 Each Data Controller is responsible for complying with the principles personal data processing as well as having a legal basis for the joint processing.

4.2 Responsibility to keep personal data up to date

4.2.1 Data Controller 2 is responsible for ensuring that the registered personal data which is collected and created at all times is up to date and correct.

4.3 Erasure

4.3.1 Data Controller 2 is responsible for deleting personal data in the digital solution when personal data are no longer necessary in relation to the purposes for which they were collected. Data Controller 2 is only obliged to delete the personal data when the digital solution settings allow this.

4.3.2 APCOA is responsible for deleting personal data in the digital solution, where Data Controller 2 cannot technically delete personal information.

5. **Exchange of personal data**

5.1 Personal data is exchanged between the Data Controllers to the extent that it is necessary.

5.2 Each Data Controller has the right to use the personal data for his own purposes.

5.3 The Data Controllers are responsible for complying with the requirements of the GDPR when processing personal data.

6. **Records of processing activities**

6.1 The Data Controllers must at all times have updated records of processing activities in accordance with article 30 of the GDPR.

6.2 To the extent necessary for the exercise of the joint controllership, each Data Controller will inform the other of the contents of the relevant parts of their records of processing activities.

7. **Rights of the data subjects**

7.1 Data Controller 2 is responsible for ensuring the rights of the data subjects, including if the data subjects or their representatives requests to exercise one of their rights as listed in chapter III of the GDPR. Data Controller 2 is thus also the contact point for the data subjects. All inquiries about the processing of personal data covered by this Agreement that APCOA receives from the data subjects or their representatives shall immediately be forwarded to Data Controller 2.

7.2 The Data Controllers shall assist each other in the amount necessary to ensure that the Data Controllers can comply with the rights of the data subjects.

8. **GDPR compliance**

8.1 Both Data Controllers are responsible for documenting compliance with the GDPR, including the implementation of appropriate procedures and policies.

9. **Security**

- 9.1 APCOA is responsible for implementing and documenting the appropriate technical and organisational security measures in accordance with article 32 of the GDPR.

10. **Data processors and sub-data processors**

- 10.1 Both Data Controllers may use data processors and sub-data processors in connection with the processing of personal data.
- 10.2 If one of the Data Controllers makes use of data processors or sub-data processors, said Data Controller shall ensure compliance with the requirements of article 28 of the GDPR, including the conclusion of a written data processing agreement with the data processors and the sub-data processors.
- 10.3 To the extent it is necessary to comply with the provisions of the GDPR, each Data Controller shall inform the other about the data processors and sub-data processors used for the joint processing upon request, including any concluded data processing agreements and their contents.

11. **Personal data breach**

- 11.1 In the case of a personal data breach, APCOA shall notify this to the competent supervisory authority in accordance with the procedure as set out in article 33 of the GDPR.
- 11.2 APCOA is responsible for notifying the affected data subjects in the case of a personal data breach in accordance with article 34 of the GDPR.

12. **Data protection impact assessment and prior consultation**

- 12.1 APCOA is responsible for carrying out any data protection impact assessments that are needed in accordance with article 35 of the GDPR. This means that APCOA, prior to the processing, must carry out an assessment of the impact of the envisaged processing operations on the protection of personal data where the processing, in particular when using new technologies, is likely to result in a high risk to the rights and freedoms of natural persons.
- 12.2 APCOA is responsible for any prior consultations of the supervisory authorities in accordance with article 36 of the GDPR.

13. **Transfers of personal data to third countries or international organisations**

- 13.1 Each Data Controller may transfer personal data to third countries or international organisations in accordance with Applicable Law.
- 13.2 Each Data Controller is responsible for complying with the requirements of chapter V of the GDPR when transferring personal data to third countries or international organisations.

14. **Complaints**

- 14.1 If a data subject complains about a violation of the GDPR committed by one of the Data Controllers, said Data Controller is solely responsible for handling the complaint.
- 14.2 If a Data Controller receives a complaint that should have be handled by the other Data Controller, the complaint must be forwarded as soon as possible to the Data Controller responsible for the complaint.
- 14.3 The above also applies if part of the complaint should be treated by the other Data Controller. That part of the complaint must then be forwarded as soon as possible to the responsible Data Controller.
- 14.4 If a complaint is to be sent from one Data Controller to the other Data Controller, the data subject shall be informed of the essence of this Agreement.

15. **Orientation of the other data controller**

- 15.1 In the event of circumstances which are essential for the joint processing of personal data and this Agreement, the Data Controllers shall inform each other about this.

16. **Duration of this Agreement**

- 16.1 This Agreement is in force as long as both Data Controllers are joint data controllers and responsible for the joint processing of personal data or until the Agreement is replaced by a new agreement on joint control.

17. **Termination**

- 17.1 This Agreement terminates if circumstances arise after which the Data Controllers no longer can be considered as joint data controllers.

18. **Amendment**

- 18.1 APCOA reserves the right to update and amend this Agreement. In the event of significant changes, notification will be given to Data Controller 2 in the form of e-mail or using other means of communication.
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Appendix A

1. Introduction

- 1.1 This appendix specifies the contact information of the Data Controllers, the processing activities, the purposes for the processing and categories of personal data.

2. Contact information

- 2.1 APCOA: gdpr@apcoa.dk.

3. The processing activity and the purposes for processing

- 3.1 The Data Controllers are joint controllers for the following processing activities: The storage of personal data that takes place in the digital parking solution.
- 3.2 The purpose(s) of the processing is/are: By using the digital solution Data Controller 2 can issue parking permits on behalf of APCOA, so APCOA can determine whether there is a valid parking permit during its subsequent parking control of the parking area.

4. Categories of personal data

- 4.1 The Data Controllers are joint controllers for the following personal data: Name, email, telephone number.
 - 4.1.1 Name, email, telephone number.
 - 4.1.2 Other categories of personal data that may be entered in the digital solution and can be personally attributed to the data subject, including but not limited to resident number, apartment number, service or employee number, employee initials.
- 4.2 The Data Controllers do not process the personal data covered by the special category in article 9(1) of the GDPR (so-called "sensitive personal data") in connection with this Agreement.