

Data Processing Agreement

between

The Data Controller

[Name]

CVR [CVR number]

[Address]

[Postcode and city]

[Country]

and

The Data Processor

Scenit

CVR: 30227875

Nørrebrogade 52, 2.th

2200 Copenhagen N

Denmark

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2 Data Processing Agreement preamble

1. This Data Processing Agreement sets out the rights and obligations that apply to the Data Processor's handling of personal data on behalf of the Data Controller.
2. This Agreement has been designed to ensure the Parties' compliance with Article 28, subsection 3 of *Regulation 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 and repealing Directive 95/46/EC (General Data Protection Regulation)*, which sets out specific requirements for the content of data processing agreements.
3. The Data Processor's processing of personal data shall take place for the purposes of fulfilment of the Parties' 'Master Agreement' *Betingelser for brug af Tereba* which the Data Controller has approved when creating a Tereba profile.
4. The Data Processing Agreement and the 'Master Agreement' *Betingelser for brug af Tereba* shall be interdependent and cannot be terminated separately. The Data Processing Agreement may however – without termination of the 'Master Agreement' *Betingelser for brug af Tereba* – be replaced by an alternative valid data processing agreement.
5. This Data Processing Agreement shall take priority over any similar provisions contained in other agreements between the Parties, including the 'Master Agreement' *Betingelser for brug af Tereba*.
6. Three appendices are attached to this Data Processing Agreement. The Appendices form an integral part of this Data Processing Agreement.
7. Appendix A of the Data Processing Agreement contains details about the processing as well as the purpose and nature of the processing, type of personal data, categories of data subject and duration of the processing.
8. Appendix B of the Data Processing Agreement contains the Data Controller's terms and conditions that apply to the Data Processor's use of Sub-Processors and a list of Sub-Processors approved by the Data Controller.
9. Appendix C of the Data Processing Agreement contains instructions on the processing that the Data Processor is to perform on behalf of the Data Controller (the subject of the processing), the minimum security measures that are to be implemented and how inspection with the Data Processor and any Sub-Processors is to be performed.

10. The Data Processing Agreement and its associated Appendices shall be retained in writing as well as electronically by both Parties.
11. This Data Processing Agreement shall not exempt the Data Processor from obligations to which the Data Processor is subject pursuant to the General Data Protection Regulation or other legislation.

3 The rights and obligations of the Data Controller

1. The Data Controller shall be responsible to the outside world (including the data subject) for ensuring that the processing of personal data takes place within the framework of the General Data Protection Regulation and the Danish Data Protection Act.
2. The Data Controller shall therefore have both the right and obligation to make decisions about the purposes and means of the processing of personal data.
3. The Data Controller shall be responsible for ensuring that the processing that the Data Processor is instructed to perform is authorised in law.

4 The Data Processor acts according to instructions

1. The Data Processor shall solely be permitted to process personal data on documented instructions from the Data Controller unless processing is required under EU or Member State law to which the Data Processor is subject; in this case, the Data Processor shall inform the Data Controller of this legal requirement prior to processing unless that law prohibits such information on important grounds of public interest, cf. Article 28, sub-section 3, para a.
2. The Data Processor shall immediately inform the Data Controller if instructions in the opinion of the Data Processor contravene the General Data Protection Regulation or data protection provisions contained in other EU or Member State law.

5 Confidentiality

1. The Data Processor shall ensure that only those persons who are currently authorised to do so are able to access the personal data being processed on behalf of the Data Controller. Access to the data shall therefore without delay be denied if such authorisation is removed or expires.
2. The Data Processor shall ensure that persons authorised to process personal data on behalf of the Data Controller have undertaken to observe confidentiality or are subject to suitable statutory obligation of confidentiality.
3. The Data Processor shall at the request of the Data Controller be able to demonstrate that the employees concerned are subject to the above confidentiality.

6 Security of processing

1. **The Data Processor shall take all the measures required pursuant to Article 32 of the General Data Protection Regulation** in which it is stated, among other things, that suitable technical and organisational measures must be implemented in order to secure a level of security that is appropriate for these risks. In other words, the Data Processor must carry out a risk assessment and subsequently implement measures to counteract any identified risks.

Tereba primarily contains company and production data with a view to publishing it. Therefore, personal data does not need to be pseudonymised or encrypted. The availability and robustness of the system and its ability to re-establish the availability of and access to personal data in the event of a physical or technical incident is given high priority through, for example, the backing up of data with several Sub-Processors. This, along with procedures for the regular testing, assessment and evaluation of the effectiveness of the technical and organisational measures in place to ensure the security of processing is described in Data Processor Appendix C.

2. Regarding the above, the Data Processor must – in all cases and at the very least – implement the level of security and the measures specified in more detail in Appendix C of this agreement.

7 Use of Sub-Processors

1. The Data Processor shall meet the requirements specified in Article 28, sub-section 2 and 4, of the General Data Protection Regulation to engage another processor (Sub-Processor).
2. The Data Processor shall therefore not engage another processor (Sub-Processor) for the fulfilment of this Data Processing Agreement without the prior specific or general written consent of the Data Controller.
3. In the event of general written consent, the Data Processor shall inform the Data Controller of any planned changes with regard to additions to or replacement of other data processors and thereby give the Data Controller the opportunity to object to such changes.
4. When the Data Processor has the Data Controller's authorisation to use a sub-processor, the Data Processor shall ensure that the Sub-Processor is subject to the same data protection obligations as those specified in this Data Processing Agreement on the basis of a contract or other legal document under EU law or the national law of the Member States, in particular providing the necessary guarantees that the Sub-Processor will implement the appropriate technical and organisational measures in such a way that the processing meets the requirements of the General Data Protection Regulation.

5. A copy of such a sub-processor agreement and subsequent amendments shall – at the Data Controller’s request – be submitted to the Data Controller who will thereby have the opportunity to ensure that a valid agreement has been entered into between the Data Processor and the Sub-Processor. Commercial terms and conditions, such as pricing, that do not affect the legal data protection content of the sub-processor agreement, shall not require submission to the Data Controller.
6. If the Sub-Processor does not fulfil his data protection obligations, the Data Processor shall remain fully liable to the Data Controller as regards the fulfilment of the obligations of the Sub-Processor.

8 Transfer of data to third countries or international organisations

1. The Data Processor shall solely be permitted to process personal data on documented instructions from the Data Controller, including as regards transfer of personal data to third countries or international organisations, unless processing is required under EU or Member State law to which the Data Processor is subject; in such a case, the Data Processor shall inform the Data Controller of that legal requirement prior to processing unless that law prohibits such information on important grounds of public interest, cf. Article 28, sub-section 3, para a.
2. Without the instructions or approval of the Data Controller, the Data Processor therefore cannot – within the framework of this Data Processing Agreement:
 - a. disclose personal data to a data controller in a third country or in an international organisation
 - b. assign the processing of personal data to a sub-processor in a third country
 - c. have the data processed in another of the Data Processor’s divisions which is located in a third country.

9 Assistance to the Data Controller

1. The Data Processor, taking into account the nature of the processing, shall, as far as possible, assist the Data Controller with appropriate technical and organisational measures, in the fulfilment of the Data Controller’s obligations to respond to requests for the exercise of the data subjects’ rights pursuant to Chapter 3 of the General Data Protection Regulation.

This entails that the Data Processor should as far as possible assist the Data Controller in the Data Controller’s compliance with:

- a. notification obligation when collecting personal data from the data subject

- b. notification obligation if personal data have not been obtained from the data subject
 - c. right of access by the data subject
 - d. the right to rectification
 - e. the right to erasure ('the right to be forgotten')
 - f. the right to restrict processing
 - g. notification obligation regarding rectification or erasure of personal data or restriction of processing
 - h. the right to data portability
 - i. the right to object
 - j. the right to object to the result of automated individual decision-making, including profiling
2. **The Data Processor shall assist the Data Controller in ensuring compliance with the Data Controller's obligations pursuant to Articles 32-36 of the General Data Protection Regulation taking into account the nature of the processing and the data made available to the Data Processor, cf. Article 28, sub-section 3, para f.**

This entails that the Data Processor should, taking into account the nature of the processing, as far as possible assist the Data Controller in the Data Controller's compliance with:

- a. the obligation to implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk associated with the processing
 - b. the obligation to report personal data breaches to the supervisory authority (Danish Data Protection Agency) without undue delay and, if possible, within 72 hours of the Data Controller discovering such breach unless the personal data breach is unlikely to result in a risk to the rights and freedoms of natural persons
 - c. the obligation – without undue delay - to communicate the personal data breach to the data subject when such breach is likely to result in a high risk to the rights and freedoms of natural persons
 - d. the obligation to carry out a data protection impact assessment if a type of processing is likely to result in a high risk to the rights and freedoms of natural persons
 - e. the obligation to consult with the supervisory authority (Danish Data Protection Agency) prior to processing if a data protection impact assessment shows that the processing will lead to high risk in the lack of measures taken by the Data Controller to limit risk
3. The Parties' possible regulation/agreement on remuneration etc. for the Data Processor's assistance to the Data Controller shall be specified in the Parties' 'Master Agreement' *Betingelser for brug af Tereba*.

10 Notification of personal data breach

1. On discovery of personal data breach at the Data Processor's facilities or a sub-processor's facilities, the Data Processor shall without undue delay notify the Data Controller.

The Data Processor's notification to the Data Controller shall, if possible, take place within 24 hours after the Data Processor has discovered the breach to enable the Data Controller to comply with his obligation, if applicable, to report the breach to the supervisory authority within 72 hours.

2. According to Clause 9.2., para b, of this Data Processing Agreement, the Data Processor shall – taking into account the nature of the processing and the data available – assist the Data Controller in the reporting of the breach to the supervisory authority.

This may mean that the Data Processor is required to assist in obtaining the information listed below which, pursuant to Article 33, sub-section 3, of the General Data Protection Regulation, shall be stated in the Data Controller's report to the supervisory authority:

- a. The nature of the personal data breach, including, if possible, the categories and the approximate number of affected data subjects and the categories and the approximate number of affected personal data records
- b. Probable consequences of a personal data breach
- c. Measures which have been taken or are proposed to manage the personal data breach, including, if applicable, measures to limit its possible damage

11 Erasure and return of data

1. If the Data Processor, Scenit, ceases to be an independent institution or is declared bankrupt, Scenit or the administrators after Scenit, are obliged to transfer a copy of the data collected to the Danish Ministry of Culture, at no charge. This presupposes that the Danish Ministry of Culture has requested this.

12 Inspection and audit

1. The Data Processor shall make available to the Data Controller all information necessary to demonstrate compliance with Article 28 of the General Data Protection Regulation and this Data Processing Agreement, and allow for and contribute to audits, including inspections performed by the Data Controller or another auditor mandated by the Data Controller.
2. The Data Processor shall be required to provide the supervisory authorities, which pursuant to applicable legislation have access to the Data Controller's and Data Processor's facilities, or representatives acting on behalf of such supervisory authorities, with access to the Data Processor's physical facilities on presentation of appropriate identification.

13 The Parties' agreement on other terms

1. (Separate) terms relating to the consequences of the Parties' breach of this Data Processing Agreement, if applicable, shall be specified in the Parties' 'Master Agreement' *Betingelser for brug af Tereba*.
2. Regulation of other terms between the Parties shall be specified in the Parties' 'Master Agreement' *Betingelser for brug af Tereba*.

14 Commencement and termination

1. This Data Processing Agreement shall become effective on the date of both Parties' signature to the Agreement.
2. Both Parties shall be entitled to require this Data Processing Agreement renegotiated if changes to the law or inexpediency of the provisions contained herein should give rise to such renegotiation.
3. The Parties' agreement on remuneration, terms etc. in connection with amendments to this Data Processing Agreement, if applicable, shall be specified in the Parties' 'Master Agreement' *Betingelser for brug af Tereba*.
4. This Data Processing Agreement may be terminated according to the terms and conditions of termination, incl. notice of termination, specified in the 'Master Agreement' *Betingelser for brug af Tereba*.
5. This Data Processing Agreement shall apply as long as the processing is performed. Irrespective of the termination of the 'Master Agreement' *Betingelser for brug af Tereba* and/or this Data Processing Agreement, the Data Processing Agreement shall remain in force until the termination of the processing and the erasure of the data by the Data Processor and any sub-processors.

Appendix A Information about the processing

The purpose of the Data Processor's processing of personal data on behalf of the Data Controller is:

- Highlighting of sales
- Dissemination of information on the professional performing arts in Denmark
- Documentation and the gathering of historical data relating to the professional performing arts in Denmark
- Gathering of data for performing arts statistics
- Administrative support for theatres/producers/organisers/public authorities

The Data Processor, Scenit, has been tasked by the Danish Agency for Culture and Palaces with the gathering of data for performing arts statistics and operating the performing arts portal, scenen.dk, which highlights and disseminates current performances in terms of sales. The main objective of Scenit is to share knowledge about performing arts so that it becomes more visible and accessible to the public and decision-makers.

The Data Processor's processing of personal data on behalf of the Data Controller shall mainly pertain to (the nature of the processing):

The Data Processor will put the database, Tereba, at the disposal of performing arts for the entering and storage of company information and information about productions/events. The personal data that appears in Tereba will be used for administrative tasks and for the marketing and dissemination of the performing arts.

Personal data relating to a production will be disseminated to the public on the national portals scenen.dk, scenen.dk/produktionssiden, scenekunstarkiv.dk and will be disseminated to external data recipients whose task it is to highlight the performing arts. If the Data Controller is part of the dissemination, sales and discounting partnership "Teaterbilletter", the data will also be used for marketing and the dissemination of the performing arts on teaterbilletter.dk.

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

Tereba contains personal data under the category of "general personal data" in the form of:

- full names of persons behind the production, onstage/backstage and administrative employees.
- photo of the event featuring recognisable persons.
- full names of the artistic management team, administrative management and the contact person.

NB! If the Data Controller is a private person, then he/she must be aware that the company information may contain personal data, for example, telephone numbers and e-mail addresses. This also applies to sole proprietorships or performing artists not connected to any company.

The Data Processor's processing of personal data on behalf of the Data Controller may be performed when this Data Processing Agreement commences. Processing has the following duration:

Scenit has been tasked by the Danish Agency for Culture and Palaces with the gathering of data for performing arts statistics. In the Data Processing Agreement, the Data Controller has given his/her approval for all data relating to productions/events to be perpetuated and transferred to scenekunstarkiv.dk, which is administered by the Data Processor. The purpose of the performing arts archive (scenekunstarkiv.dk) is to store historical data on the performing arts and to share knowledge about the theatre. The site functions as a digital reference work which replaces the Danish ITI's Teater Årbog: Theatre in Denmark.

Appendix B Terms of the Data Processor's use of sub-processors and list of approved sub-processors

B.1 Terms of the Data Processor's use of sub-processors, if applicable

The Data Processor has the Data Controller's general consent for the engagement of sub-processors. The Data Processor shall, however, inform the Data Controller of any planned changes with regard to additions to or replacement of other data processors and thereby give the Data Controller the opportunity to object to such changes. Such notification shall be submitted to the Data Controller a minimum of 30 days prior to the engagement of sub-processors or amendments coming into force. If the Data Controller should object to the changes, the Data Controller shall notify the Data Processor of this within 10 days of receipt of the notification. The Data Controller shall only object if the Data Controller has reasonable and specific grounds for such refusal.

B.2 Approved sub-processors

The Data Controller shall on commencement of this Data Processing Agreement approve the engagement of the following sub-processors:

Name	CVR no.	Address	Description of processing
ITide A/S	26255244	Åbogade 15, 8200 Aarhus	Update CMS, co-developer of Tereba. Operation, ongoing updates and maintenance of Tereba
Mico	29220646	Bådeshavnsgade 42, 2450 Copenhagen SV	Mico is IT supporter for Scenit. They check whether ITides system is providing successful backup for Mico's server. If the backup fails, Mico will contact ITide A/S to ensure that the problem is resolved. In addition, Mico will monitor the system regularly to check whether backup has been successfully provided to Amazon.

On the entry into force of the Data Processing Agreement, all Tereba users have specifically approved use of the aforementioned Sub-Processors specifically for the processing described to the

Party. The Data Processor may not – without the specific written approval of the Data Controller – use the individual Sub-Processor for any "other" type of processing before it has been approved or allow any other Sub-Processor to carry out the processing described.

If the Data Controller is part of the sales, dissemination and discounting partnership, Teaterbilletter, then the Data Controller will also have specifically approved use of the following Sub-Processors on the entry into force of the Data Processing Agreement:

Name	CVR no.	Address	Description of processing
Billetter A/S	28863780	Bredgade 32, 3. sal 6000 Kolding	Billetter A/S is ticket operator for Teaterbilletter.dk. They distribute performances and are responsible for the practical aspects of sales and the discount scheme.
Molamil	30539648	Store Kongensgade 81D, 1264 Copenhagen K	Developer of the Teaterbilletter.dk app and are responsible for its operation.

The Data Processor may not – without the specific written approval of the Data Controller – use the individual Sub-Processor for any "other" type of processing than what has been approved or allow any other Sub-Processor to carry out the processing described.

B.3 Disclosure of data

It is Scenit's main objective to share knowledge about the performing arts in Denmark. Therefore, Scenit arranges agreements on the disclosure of relevant performing arts data to data recipients who help Scenit achieve its objectives. Data recipients enter into a written agreement with Scenit on the disclosure of data in which it is stated that the data recipients may only use the data in order to meet the stated objectives, cf. A1.

- The data recipient may not use data for any purpose other than those stated by Scenit unless the data recipient is legally obliged to do so under EU law or legislation in Denmark.
- The data recipient may not disclose data extracts to any 3rd party without Scenit's prior written consent and without informing the Data Controller.
- The data recipient may only act in accordance with documented instructions from Scenit with the objective of complying with Scenit's overall objectives, cf. A1.

On the entry into force of the Data Processing Agreement, the Data Controller has given approval for Scenit to disclose data to data recipients that Scenit regards as relevant regarding fulfilling the purpose of the data. If Scenit finds new, relevant data recipients with whom it wishes to enter into an agreement regarding the disclosure of performing arts data, the Data Controller will be informed of this in enough time for the Data Controller to object to such an agreement.

The Data Controller can view the list of current data recipients at <http://www.scenit.dk/terebas-datamodtagere>.

Appendix C Instruction pertaining to the use of personal data

Appendix C is the Data Processor's SLA – Service Level Agreement, which includes security in relation to the processing and storage of data. On the entry into force of the Data Processing Agreement, the Data Controller approves the Data Processor's security measures.

C.1 The subject of/instruction for the processing

Personal data relating to a production (applicable to accreditation and photographs) will be used for the dissemination and marketing of the production on scenen.dk. If the Data Controller is part of the sales, dissemination and discounting partnership Teaterbilleter, the data will also be used for dissemination and marketing purposes on teaterbilleter.dk. The data will be transferred to scenekunstarkiv.dk at the end of every season.

Personal data associated with the profile's master data and the contact person (applies to all profiles in Tereba: producers/organisers/venues) will be used purely for administrative purposes by Scenit's employees. If the Data Controller uses Billetten A/S as ticket operator, then Billetten A/S will also have access to the contact person's personal data.

C.2 Security of processing

Scenit will make every effort to ensure that uptime is 99%. Uptime does not include downtime due to external factors such as the breakdown of internet connections, web servers and forewarned software updates. Faults and defects in the Data Controller's internet connection or problems with the browser etc. are of no concern to Scenit.

The Data Processor will monitor Tereba daily and observe any faults and defects. However, it is the Data Controller's own responsibility to ensure that all data in the Tereba profile is correct and up-to-date.

All the Data Processor's employees are familiar with the handling of personal data. IT equipment and programmes are protected by individual codes and passwords which are changed periodically, cf. internal procedures.

The Data Processor will test new functions in Tereba in connection with updates so that they are ready before the Data Controller inputs his/her data.

Modified data is backed up every day. Thus, it will be possible to trace lost data back to a time prior to any server breakdown. The provision of data from a backup is carried out at the Data Controller's own expense. However, it is on the understanding that although it may not be possible for the Data Controller's information to be re-established following a system breakdown.

- An internal backup of data is made daily by Sub-Processor ITide A/S.
- An external backup is made of data by Sub-Processor Mico: Once weekly and on 1 January every year, a backup is made which goes 1 year back in time
- Once annually at the end of the season, the Data Processor will evaluate the gathering of data.

The Data Processor will take the necessary technical and organisational measures to ensure that information is not maliciously or illegally destroyed, lost or impaired and also does not come to the knowledge of or is misused by unauthorised persons.

The Data Processor is obliged to rectify any significant functional faults as quickly as possible. However, Scenit provides no guarantee that the operation of Tereba will be without any interruptions or faults.

The Data Processor is obliged to decide which technical and organisational security measures are to be used to create the necessary (and agreed) level of security with regard to the information.

The logging of activities will be done at company profile level and the Data Processor will therefore not be able to monitor who is using the profile.

In the event of a force majeure situation, neither party is held liable in respect of the other. Force majeure is defined as, for example, war and mobilisation, civilian unrest, natural catastrophes, strikes and lockouts, fire, damage to production equipment, viruses and hacking and other situations over which a party has no control.

C.3 Storage period/erasure procedures

In the Data Processing Agreement, the Data Controller has given his/her approval for all data is perpetuated and transferred to scenekunstarkiv.dk, which is administered by the Data Processor (cf. A.4 in the Data Processing Agreement). If, despite the Data Processing Agreement, the Data Controller requests that the information is deleted and withdrawn, the Data Controller himself must pay the costs for the time and work spent removing the data.

C.4 Processing location

All hardware is located at the premises of the Data Processor's Sub-Processors Mico and ITide A/S (cf. B.2.) The Data Processor has access to Tereba's backend.

The Data Processor's address: Scenit, Nørrebrogade 52, 2.th, 2200 Copenhagen N, Denmark.

C.5 Instruction for or approval of the transfer of personal data to third countries

The Data Processor will not transfer data to third countries outside the EU. Should this situation transpire, the Data Controller will be informed and Scenit will obtain consent from the Data Controller.

C.6 Procedures for the Data Controller's inspection of the processing being performed by the Data Processor

The Data Controller may contact Scenit at any time with a view to inspecting the data processing. Any expenses incurred by the Data Controller in connection with a physical inspection shall be defrayed by the Data Controller himself. However, the Data Processor is obliged to set aside the resources (primarily, the time) required for the Data Controller to be able to carry out his inspection.

C.7 Procedures for inspection of the processing being performed by sub-processors, if applicable

The Data Controller may contact Scenit at any time regarding Sub-Processors with a view to inspecting the data processing. Any expenses incurred by the Data Controller in connection with a physical inspection shall be defrayed by the Data Controller himself. However, the Data Processor is obliged to set aside the resources (primarily, the time) required for the Data Controller to be able to carry out his inspection.