

# Data Processing Agreement

For Appointed Ship Agents

## 1. Contracting Parties

- 1.1 This data processing agreement (“DPA”) and its Appendix reflect the parties’ agreement with respect to the Processing of Personal data by you (appointed ship agent) on behalf of Donsötank.
- 1.2 If you are located outside the EU/EEA, [Donsötank’s standard contractual clauses](#) will apply and take precedence over this DPA.
- 1.3 By accepting the nomination and getting appointed as ship agent, you become subject to and commit to comply with the terms contained within this DPA as **Data Processor**.

**Data Controller:**

Rederi AB Donsötank  
556058-2925  
Donsö hamnväg 18  
430 82 Donsö  
SWEDEN

## 2. Definitions

- 2.1 Insofar as Regulation 2016/679 of the European Parliament and of the Council (the General Data Protection Regulation, “the GDPR”) contains terms which correspond to those used in this Agreement, such terms shall be interpreted and applied in accordance with the General Data Protection Regulation.
- 2.2 The following terms, whether used in plural or singular, in definite or indefinite form, shall have the following meaning when the initial letter is capitalised.

<b>Controller</b>	The natural or legal person which, alone or jointly with others, determines the purposes and means of the Processing of Personal Data.
<b>Processor</b>	The natural or legal person which Processes Personal Data on behalf of the Controller.
<b>Processing</b>	Any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval,

consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

**Personal Data**

Any information relating to an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

**Data Subject**

Such an identified or identifiable natural person whose Personal Data are being Processed.

**Personal Data Breach**

A breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise Processed.

**Supervisory Authority**

The Supervisory Authority(s) empowered to supervise the Processing of Personal Data or which is/are deemed to be the relevant regulatory authority in accordance with Applicable Law. Such a supervisory authority is the The Swedish Authority for Privacy Protection, "Integritetsskyddsmyndigheten" (IMY).

**Applicable Law**

The GDPR, applicable national data protection legislation as well as the regulations, statements and recommendations of a concerned Supervisory Authority or relevant EU body in the field of data protection.

**Subprocessor**

The natural or legal person which Processes Personal Data on behalf of the Processor.

## 3. Content and Purpose

3.1 This agreement has been established to meet the requirements set out in Article 28 of the GDPR.

3.2 Between the Controller and the Processor, an agreement concerning the supplying of services as a shipping agent has been established ("The Service Agreement"). The Service Agreement governs what the Processor shall perform on behalf of the Controller.

- 3.3 Between the Controller and the Processor, an agreement concerning the supplying of services as a shipping agent has been established (“The Service Agreement”). The Service Agreement governs what the Processor shall perform on behalf of the Controller.
- 3.4 The Processor is informed that in certain situations, the Controller may act as a Processor on behalf of its customers. When Processing Personal Data, the Processor may, where applicable, act as a Subprocessor. As a Subprocessor, the Processor has identical obligations regarding the Processing of Personal Data under this Agreement; the terms of this agreement apply even if the Processor is acting as Subprocessor.
- 3.5 The clauses in this Data Processing Agreement shall take priority over any similar provisions contained in other agreements between the parties.

## 4. Contract Period

- 4.1 This Data Processing Agreement is valid from the date of the The Service Agreement and as long as the Processor Processes Personal Data on behalf of the Controller.

## 5. Responsibility and Instructions

- 5.1 The Controller is responsible for all Processing of agreed Personal Data in accordance with the GDPR.
- 5.2 The Processor and any person authorised to perform work on behalf of the Processor undertakes to Process the Personal Data concerned only in accordance with Applicable Law and the documented instructions of the Controller, unless an additional type of Processing is required by applicable law. If Processing is required under Applicable Law, the Processor shall inform the Controller of the legal requirement before Personal Data is processed for that purpose, unless such information is prohibited with reference to an important public interest under Applicable Law.
- 5.3 The Processor shall immediately inform the Controller if, in the Processor’s opinion, an instruction from the Controller infringes Applicable Law.
- 5.4 In addition to the instructions that follow from this agreement, instructions may be given separately. In such a case, however, the instructions must be documented in writing without undue delay, for example by agreement via e-mail.

## 6. Rights of Data Subjects

- 6.1 The Processor shall provide assistance to the Controller through appropriate technical and organisational measures so that the Controller can fulfil their duty regarding the rights of Data Subjects in accordance with Chapter III of the GDPR.

- 6.2 If a Data Subject applies to the Processor with a request for action, the Processor shall promptly forward the request to the Controller and follow their instructions. If the Controller decides that the Processor will respond to the request, the Processor shall do so unless it proves to be impossible or unreasonably complicated for the Processor to take the requested action. In such a case, the request shall be forwarded to the Controller together with a statement as to why the action can not be taken.
- 6.3 Unless otherwise agreed in writing, the Processor shall be entitled to reasonable compensation for the actions undertaken by the Processor to assist the Controller in fulfilling the rights of the Data Subjects pursuant to this section.

## 7. Security

- 7.1 The Processor shall take appropriate technical and organisational measures to ensure a level of security appropriate to the risk. In assessing which measures are appropriate, the Processor shall take into account the following:
- i. the latest technological developments;
  - ii. the implementation costs of the actions;
  - iii. the nature, scope, context and purposes of the Processing; and
  - iv. the risks of the actions for the rights and freedoms of natural persons.
- 7.2 The Processor shall document the technical and organisational security measures taken to meet the security requirements of Applicable Law. The documentation shall be provided to the Controller on request.
- 7.3 In the event that the Processor suspects or otherwise detects a Personal Data Breach, the Processor shall promptly (i) investigate and take appropriate measures to remedy the Personal Data Breach and prevent a repetition, and (ii) provide the Controller with a description of the Personal Data Breach without undue delay but no longer than 24 hours after the Processor became aware of the Personal Data Breach.
- 7.4 The description of the Personal Data Breach shall at least:
- i. describe the nature of the Personal Data Breach including where possible, the categories and approximate number of Data Subjects concerned and the categories and approximate number of Personal Data records concerned;
  - ii. communicate the name and contact details of the data protection officer or other contact point where more information can be obtained;
  - iii. describe the likely consequences of the Personal Data Breach;
  - iv. describe the measures taken or proposed to be taken by the Processor to address the Personal Data Breach, including, where appropriate, measures to mitigate its possible adverse effects.
- 7.5 Where, and in so far as, it is not possible to provide the information at the same time, the information may be provided in phases without undue further delay.

- 7.6 If the Controller fails to comply with their obligation to inform the Data Subjects concerned of an occurred Personal Data Breach and this is not due to a fault made by the Processor and the competent Supervisory Authority orders the Processor to remedy the defect, the Controller shall reimburse the costs that this remedy causes the Processor.
- 7.7 Where a type of Processing, in particular using new technologies, and taking into account the nature, scope, context and purposes of the Processing, is likely to result in a high risk to the rights and freedoms of natural persons, the Processor shall, prior to the Processing, assist the Controller in carrying out an assessment of the impact of the envisaged Processing operations on the protection of Personal Data. A single assessment may address a set of similar Processing operations that present similar high risks.

## 8. Confidentiality

- 8.1 The Processor, or the Processor's employees or assistants, may not in any way disclose or take advantage of information about the Processing of Personal Data encompassed by this agreement in relation to third parties. Nor may any other information received by the Processor as a result of the Data Processing Agreement be disclosed. The Processor shall ensure that employees and assistants are informed of this obligation and that they sign a confidentiality agreement.
- 8.2 The above commitment does not apply if there is an obligation under Applicable Law to disclose certain information.
- 8.3 The above commitment shall continue to apply after the termination of this Data Processing Agreement.

## 9. Audit and Review

- 9.1 The Processor shall provide, at the request of the Controller, all available information regarding the Processing of Personal Data in order for the Controller to fulfil their obligations as Data Controller in accordance with Applicable Law.
- 9.2 The Controller is entitled to, by themselves or with the help of third parties, inspect premises and other equipment of the Processor to verify that their Processing of Personal Data follows this agreement. The Controller, or by the Controller designated third party, shall be given access to and receive copies of all information required to achieve the purpose of the inspection, including but not limited to records, internal policies and routines, as well as other information relevant to the audit. Unless otherwise agreed in writing, an inspection under this paragraph may only be performed if the requirement for review under Applicable Law cannot be fulfilled by the Processor providing the Controller with information in accordance with the preceding paragraph.
- 9.3 The Controller shall notify the Processor well in advance before an inspection is carried out in accordance with the preceding paragraph. When such an inspection is announced, the Processor

shall be informed of the contents and extent of the inspection. The Controller shall be responsible for reasonable costs incurred by the Processor in connection with the carrying out of such an inspection.

9.4 An inspection in accordance with the preceding two paragraphs requires that the Controller, or by the Controller designated third party, has met the necessary confidentiality requirements and adheres to the Processor's security regulations at the site of the inspection and that the inspection can be conducted without risking the activities of the Processor or the protection of the information of other Controllers.

9.5 The Processor shall allow inspections that the Supervisory Authority or other concerned party may, in accordance with Applicable Law, require for the maintenance of proper Processing of Personal Data.

9.6 The Processor shall provide the assistance required for inspections in accordance with this section.

## 10. Subprocessors

10.1 Unless otherwise stated in the Service Agreement, the Processor shall have the right to engage Subprocessors for the Processing of Personal Data.

10.2 If the Processor engages a Subprocessor under the terms of the Service Agreement, the Processor is mandated and obligated to enter into a Data Processing Agreement with such Subprocessor as regards the Subprocessor's Processing of Personal Data. Such an agreement shall impose the same data protection obligations on the Subprocessor as are imposed on the Processor under this Data Processing Agreement.

10.3 If the Subprocessor does not fulfil their obligations in accordance with the agreement between the Processor and the Subprocessor, the Processor shall be fully liable to the Controller for the performance of the Subprocessor's obligations.

10.4 The Processor shall keep a correct and up-to-date list of the Subprocessors engaged for the Processing of Personal Data and where these are geographically assigned. The Processor shall further, at the request of the Controller and without delay, provide contact details to the Subprocessors which process Personal Data.

10.5 The Processor shall inform the Controller if the Processor intends to replace or engage a new Subprocessor. Such information shall include the name of the Subprocessor and in which country or geographical area the Processing will be performed and, if the Controller so requests, what kind of Processing the Subprocessor will perform on behalf of the Processor. If the Controller wishes

to object to the new Subprocessor, this shall be done in writing and promptly from the date on which the information was provided.

10.6 If the Processor engages a Subprocessor in spite of an objection from the Controller, the Controller shall be entitled to terminate the Service Agreement in accordance with the notice period specified in the Service Agreement or, if such a period has not been specified, with a reasonable notice period. If the Controller has no justified reason for their objection, such termination shall be regarded as an early termination without reason, whereby the Controller shall pay an amount equivalent to 25% of the remaining monthly fees for the Service after the end of the notice period, unless otherwise agreed in the Service Agreement or separately. A reason for objection is considered justified, for example, if the new Subprocessor does not meet the requirements imposed on Data Processors under Applicable Law.

## 11. Transfer Outside the EU/EEA

11.1 Unless otherwise agreed in this data processing agreement, the Processor shall process the Personal Data within the EU/EEA. If the Processor transfers Personal Data to a country outside the EU/EEA, the Processor is obligated to adhere to the Controller's standard contract clauses.

## 12. Liability

12.1 If claims for damages are directed against either of the Parties, article 82 of the General Data Protection Regulation shall apply.

12.2 A party's liability in accordance with this section also applies after the termination of this Data Processing Agreement.

12.3 If one of the parties is subject to claims for damages from one or more Data Subjects and it is probable that the other party may also be subject to such claims, the first party shall notify the other party in writing within a reasonable period of time from the first party becoming aware of the claim for damages. In such a case, the other party shall be allowed to gain access to the documents of the Data Subject and of the first party and to comment on the material.

12.4 A party shall make claims for damages to the other party in accordance with this section within 6 months of the party becoming liable to one or more Data Subjects.

12.5 If the Controller, otherwise than specified in this section, incurs damage attributable to Personal Data Processing performed by the Processor or by the Processor engaged Subprocessor in violation of written instructions from the Controller, this Data Processing Agreement or the Service Agreement, the Processor shall indemnify, defend and hold the Controller harmless.

## 13. Termination of Processing of Personal Data

13.1 Upon completion of the assignment, depending on what the Controller chooses, the Processor shall either delete or return all data containing Personal Data on all media on which it is fixed and delete existing copies. The requested action shall be taken within thirty (30) days from the date of termination of this Data Processing Agreement. Some data may be saved if required by a law to which the Processor is subject.

## 14. Additions and Changes

14.1 Changes and additions to this Data Processing Agreement or its Appendix shall, in order to be binding, be made in writing and published on this website.

## 15. Severability Clause

15.1 If a court or competent authority considers that a provision or part of a provision of this agreement is invalid, illegal or unenforceable, the provision or part of a provision in question shall be deemed to be deleted without prejudice to the validity and enforceability of the other provisions of the agreement. If an invalid, unenforceable or illegal provision of this agreement becomes valid, enforceable or legal if part of it is deleted, this provision applies with the minimum change required to make it legal, valid and enforceable.

## 16. Transfer of Agreement

16.1 A transfer of this Data Processing Agreement may be made in accordance with the terms of transfer of the Service Agreement and only in connection with the transfer of the Service Agreement.

## 17. Disputes and Applicable Law

17.1 Disputes concerning the interpretation or application of this agreement shall be settled in accordance with Swedish law.



## Appendix 1 – Subject-Matter of the Processing

The purpose of the Processor's Processing of Personal Data is so the Processor shall be able to fulfil their obligations under the Service Agreement. Each Processing shall only last for the time necessary for compliance with the Processor's obligations under the Service Agreement.

In order to be able to fulfil its obligations under the Service Agreement, the following Processing activities are carried out by the Processor:

Categories of Data Subjects	Processing of Personal Data	Country for Processing
<b>Shipping agent services</b>		
Employees (ship captain and crew), interns	<p>Contact information such as name, address, phone number, email. Also information about family, birthday, ID number, passport data and nationality, as well as information about employment or internship including employer name, job title and workplace status, vessel data, certificates, discharge book. Additionally, details regarding transportation to and from the ship, such as flight information.</p> <p>The Personal Data will be subject to the following processing:</p> <ul style="list-style-type: none"> <li>- Submitting data to local immigration and port authorities.</li> <li>- Contacting data subjects.</li> <li>- Managing crew changes and onward travel arrangements.</li> </ul>	The country where the Processor resides

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