

BASIS FOR TRANSFER OF DATA TO GREENLAND

Annex 8

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Table of Contents

Introduction.....	3
Roles	3
Basis for Data Transfer	3
STANDARD CONTRACTUAL CLAUSES.....	5
SECTION I.....	5
SECTION II – OBLIGATIONS OF THE PARTIES	8
SECTION III – LOCAL LAWS AND OBLIGATIONS IN CASE OF ACCESS BY PUBLIC AUTHORITIES.....	13
SECTION IV – FINAL PROVISIONS.....	16
APPENDUM – ANNEX I	18
A. LIST OF PARTIES.....	18
B. DESCRIPTION OF TRANSFER	18
C. COMPETENT SUPERVISORY AUTHORITY	21
APPENDUM – ANNEX II	22
TECHNICAL AND ORGANISATIONAL MEASURES INCLUDING TECHNICAL AND ORGANISATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA	22

The terms and conditions are written in Danish and translated into English. The Danish-language version shall be authoritative in all respects and shall prevail in the event of any inconsistency with the English translation.

Introduction

NemLog-in is the solution that citizens and businesses can use in conjunction with their MitID to securely log in to both public and private self-service solutions. NemLog-in makes, amongst other things, the MitID Erhverv service area available for private individuals and business users. MitID Erhverv enables companies, associations, and authorities to create business identities, allowing an employee to act digitally on behalf of the organisation, including when logging in to public digital self-service solutions. It is a prerequisite for service providers connecting a digital self-service solution to NemLog-in that they are registered as a user organisation in MitID Erhverv.

The Agency for Digital Government's processing of personal data in NemLog-in, including the associated service areas, relates to administration, management, and operation. The legal basis for the processing of personal data follows from Act no. 783 of 4 May 2021 on MitID and NemLog-in and underlying statutory orders, Article 6(1)(e) of the General Data Protection Regulation for the processing of ordinary personal data, and section 11(1) of the Danish Data Protection Act for the processing of CPR numbers.

Roles

The Agency for Digital Government (data exporter) is the data controller for the processing of personal data in connection with making NemLog-in and associated service areas, including MitID Erhverv, available. The Agency is responsible, amongst other things, for obtaining and validating information from the CVR and CPR registers to ensure that business users are created with accurate data.

User Organisations (data importer) are responsible for having the requisite legal basis to disclose and process personal data concerning the user organisation's employees, including administrators, in connection with the use of MitID Erhverv. User Organisations are likewise data controllers for data retrieved from MitID Erhverv.

Service Providers (data importer) that make digital self-service solutions connected to the NemLog-in Broker available to private individuals and business users are data controllers for data received from NemLog-in. The same applies to personal data used in NemLog-in's signing service. Service Providers must therefore ensure that the requisite legal basis for processing personal data is in place prior to such processing.

Basis for Data Transfer

Where personal data is transferred to a third country that the European Commission has not assessed as providing an adequate level of protection, pursuant to Article 45 of 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, and repealing Directive 95/46/EC (General Data Protection Regulation), this constitutes a transfer to an unsafe third country. In such cases, personal data may only be transferred where a transfer basis has been established pursuant to Article 46.

As Greenland is considered an unsafe third country, a data transfer basis must be established for user organisations in Greenland connected to MitID Erhverv, as well as public and private service providers in Greenland that make self-service solutions available via the NemLog-in Broker.

The transfer basis is established upon acceptance of standard contractual clauses for the protection of personal data drawn up in accordance with Commission Implementing Decision (EU) 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council. As this concerns a transfer from controller to controller, Module 1 of the standard contractual clauses applies. Provisions from the standard contractual clauses directed solely at processors have been omitted.

Sub-Annexes I and II to this Annex 8 are not required to be completed by the User Organisation. The annexes form an integral part of the Terms for User Organisations and therefore require no further completion or approval.

STANDARD CONTRACTUAL CLAUSES

SECTION I

Clause 1

Purpose and scope

- a) The purpose of these standard contractual clauses is to ensure compliance with the requirements of 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) for the transfer of personal data to a third country.
- b) The Parties:
 - i) the natural or legal person(s), public authority/ies, agency/ies or other body/ies (hereinafter ‘entity/ies’) transferring the personal data, as listed in Annex I.A (hereinafter each ‘data exporter’), and
 - ii) the entity/ies in a third country receiving the personal data from the data exporter, directly or indirectly via another entity also Party to these Clauses, as listed in Annex I.A (hereinafter each ‘data importer’)have agreed to these standard contractual clauses (hereinafter: ‘Clauses’)
- c) These Clauses apply with respect to the transfer of personal data as specified in Annex I.B.
- d) The Appendix to these Clauses containing the Annexes referred to therein forms an integral part of these Clauses.

Clause 2

Effect and invariability of the Clauses

- a) These Clauses set out appropriate safeguards, including enforceable data subject rights and effective legal remedies, pursuant to Article 46(1) and Article 46(2)(c) of Regulation (EU) 2016/679 and, with respect to data transfers from controllers to processors and/or processors to processors, standard contractual clauses pursuant to Article 28(7) of Regulation (EU) 2016/679, provided they are not modified, except to select the appropriate Module(s) or to add or update information in the Appendix. This does not prevent the Parties from including the standard contractual clauses laid down in these Clauses in a wider contract and/or to add other clauses or additional safeguards, provided that they do not contradict, directly or indirectly, these Clauses or prejudice the fundamental rights or freedoms of data subjects.
- b) These Clauses are without prejudice to obligations to which the data exporter is subject by virtue of Regulation (EU) 2016/679..

Clause 3

Third-party beneficiaries

- a) Data subjects may invoke and enforce these Clauses, as third-party beneficiaries, against the data exporter and/or data importer, with the following exceptions:
 - i) Clause 1, Clause 2, Clause 3, Clause 6, Clause 7;
 - ii) Clause 8 – Clause 8.5 (e) and Clause 8.9(b);
 - iii) *Clause 9 – omitted*
 - iv) Clause 12 – Clause 12(a) and (d);
 - v) Clause 13;
 - vi) Clause 15.1(c), (d) and (e);
 - vii) Clause 16(e);
 - viii) Clause 18 – Clause 18(a) and (b)
- b) Paragraph (a) is without prejudice to rights of data subjects under Regulation (EU) 2016/679.

Clause 4

Interpretation

- a) Where these Clauses use terms that are defined in Regulation (EU) 2016/679, those terms shall have the same meaning as in that Regulation.
- b) These Clauses shall be read and interpreted in the light of the provisions of Regulation (EU) 2016/679.
- c) These Clauses shall not be interpreted in a way that conflicts with rights and obligations provided for in Regulation (EU) 2016/679.

Clause 5

Hierarchy

In the event of a contradiction between these Clauses and the provisions of related agreements between the Parties, existing at the time these Clauses are agreed or entered into thereafter, these Clauses shall prevail.

Clause 6

Description of the transfer(s)

The details of the transfer(s), and in particular the categories of personal data that are transferred and the purpose(s) for which they are transferred, are specified in Annex I.B.

Clause 7 – Optional

Docking clause

- a) An entity that is not a Party to these Clauses may, with the agreement of the Parties, accede to these Clauses at any time, either as a data exporter or as a data importer, by completing the Appendix and signing Annex I.A.
- b) Once it has completed the Appendix and signed Annex I.A, the acceding entity shall become a Party to these Clauses and have the rights and obligations of a data exporter or data importer in accordance with its designation in Annex I.A.

- c) The acceding entity shall have no rights or obligations arising under these Clauses from the period prior to becoming a Party.

SECTION II – OBLIGATIONS OF THE PARTIES

Clause 8

Data protection safeguards

The data exporter warrants that it has used reasonable efforts to determine that the data importer is able, through the implementation of appropriate technical and organisational measures, to satisfy its obligations under these Clauses.

8.1. Purpose limitation

The data importer shall process the personal data only for the specific purpose(s) of the transfer, as set out in Annex I. B. It may only process the personal data for another purpose:

- i) where it has obtained the data subject's prior consent;
- ii) where necessary for the establishment, exercise or defence of legal claims in the context of specific administrative, regulatory or judicial proceedings; or
- iii) where necessary in order to protect the vital interests of the data subject or of another natural person.

8.2. Transparency

- a) In order to enable data subjects to effectively exercise their rights pursuant to Clause 10, the data importer shall inform them, either directly or through the data exporter:
 - i) of its identity and contact details;
 - ii) of the categories of personal data processed;
 - iii) of the right to obtain a copy of these Clauses;
 - iv) where it intends to onward transfer the personal data to any third party/ies, of the recipient or categories of recipients (as appropriate with a view to providing meaningful information), the purpose of such onward transfer and the ground therefore pursuant to Clause 8.7.
- b) Paragraph (a) shall not apply where the data subject already has the information, including when such information has already been provided by the data exporter, or providing the information proves impossible or would involve a disproportionate effort for the data importer. In the latter case, the data importer shall, to the extent possible, make the information publicly available.
- c) On request, the Parties shall make a copy of these Clauses, including the Appendix as completed by them, available to the data subject free of charge. To the extent necessary to protect business secrets or other confidential information, including personal data, the Parties may redact part of the text of the Appendix prior to sharing a copy, but shall provide a meaningful summary where the data subject would otherwise not be able to understand its content or exercise his/her rights. On request, the Parties shall provide the data subject with the reasons for the redactions, to the extent possible without revealing the redacted information.
- d) Paragraphs (a) to (c) are without prejudice to the obligations of the data exporter under Articles 13 and 14 of Regulation (EU) 2016/679.

8.3. Accuracy and data minimisation

- a) Each Party shall ensure that the personal data is accurate and, where necessary, kept up to date. The data importer shall take every reasonable step to ensure that personal data that is inaccurate, having regard to the purpose(s) of processing, is erased or rectified without delay.

- b) If one of the Parties becomes aware that the personal data it has transferred or received is inaccurate, or has become outdated, it shall inform the other Party without undue delay.
- c) The data importer shall ensure that the personal data is adequate, relevant and limited to what is necessary in relation to the purpose(s) of processing.

8.4. Storage limitation

The data importer shall retain the personal data for no longer than necessary for the purpose(s) for which it is processed. It shall put in place appropriate technical or organisational measures to ensure compliance with this obligation, including erasure or anonymisation of the data and all back-ups at the end of the retention period.

8.5. Security of processing

- a) The data importer and, during transmission, also the data exporter shall implement appropriate technical and organisational measures to ensure the security of the personal data, including protection against a breach of security leading to accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access (hereinafter ‘personal data breach’). In assessing the appropriate level of security, they shall take due account of the state of the art, the costs of implementation, the nature, scope, context and purpose(s) of processing and the risks involved in the processing for the data subject. The Parties shall in particular consider having recourse to encryption or pseudonymisation, including during transmission, where the purpose of processing can be fulfilled in that manner.
- b) The Parties have agreed on the technical and organisational measures set out in Annex II. The data importer shall carry out regular checks to ensure that these measures continue to provide an appropriate level of security.
- c) The data importer shall ensure that persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.
- d) In the event of a personal data breach concerning personal data processed by the data importer under these Clauses, the data importer shall take appropriate measures to address the personal data breach, including measures to mitigate its possible adverse effects.
- e) In case of a personal data breach that is likely to result in a risk to the rights and freedoms of natural persons, the data importer shall without undue delay notify both the data exporter and the competent supervisory authority pursuant to Clause 13. Such notification shall contain i) a description of the nature of the breach (including, where possible, categories and approximate number of data subjects and personal data records concerned), ii) its likely consequences, iii) the measures taken or proposed to address the breach, and iv) the details of a contact point from whom more information can be obtained. To the extent it is not possible for the data importer to provide all the information at the same time, it may do so in phases without undue further delay.
- f) In case of a personal data breach that is likely to result in a high risk to the rights and freedoms of natural persons, the data importer shall also notify without undue delay the data subjects concerned of the personal data breach and its nature, if necessary in cooperation with the data exporter, together with the information referred to in paragraph (e), points ii) to iv), unless the data importer has implemented measures to significantly reduce the risk to the rights or freedoms of natural persons, or notification would involve disproportionate efforts. In the latter case, the data importer shall instead issue a public communication or take a similar measure to inform the public of the personal data breach.

- g) The data importer shall document all relevant facts relating to the personal data breach, including its effects and any remedial action taken, and keep a record thereof

8.6. Sensitive data

Where the transfer involves personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, genetic data, or biometric data for the purpose of uniquely identifying a natural person, data concerning health or a person's sex life or sexual orientation, or data relating to criminal convictions or offences (hereinafter 'sensitive data'), the data importer shall apply specific restrictions and/or additional safeguards adapted to the specific nature of the data and the risks involved. This may include restricting the personnel permitted to access the personal data, additional security measures (such as pseudonymisation) and/or additional restrictions with respect to further disclosure.

8.7. Onward transfers

The data importer shall not disclose the personal data to a third party located outside the European Union (in the same country as the data importer or in another third country, hereinafter 'onward transfer') unless the third party is or agrees to be bound by these Clauses, under the appropriate Module. Otherwise, an onward transfer by the data importer may only take place if:

- i. it is to a country benefitting from an adequacy decision pursuant to Article 45 of Regulation (EU) 2016/679 that covers the onward transfer;
- ii. the third party otherwise ensures appropriate safeguards pursuant to Articles 46 or 47 of Regulation (EU) 2016/679 with respect to the processing in question;
- iii. the third party enters into a binding instrument with the data importer ensuring the same level of data protection as under these Clauses, and the data importer provides a copy of these safeguards to the data exporter;
- iv. it is necessary for the establishment, exercise or defence of legal claims in the context of specific administrative, regulatory or judicial proceedings;
- v. it is necessary in order to protect the vital interests of the data subject or of another natural person; or
- vi. where none of the other conditions apply, the data importer has obtained the explicit consent of the data subject for an onward transfer in a specific situation, after having informed him/her of its purpose(s), the identity of the recipient and the possible risks of such transfer to him/her due to the lack of appropriate data protection safeguards. In this case, the data importer shall inform the data exporter and, at the request of the latter, shall transmit to it a copy of the information provided to the data subject.

Any onward transfer is subject to compliance by the data importer with all the other safeguards under these Clauses, in particular purpose limitation.

8.8. Processing under the authority of the data importer

The data importer shall ensure that any person acting under its authority, including a processor, processes the data only on its instructions.

8.9. Documentation and compliance

- a) Each Party shall be able to demonstrate compliance with its obligations under these Clauses. In particular, the data importer shall keep appropriate documentation of the processing activities carried out under its responsibility.
- b) The data importer shall make such documentation available to the competent supervisory authority on request.

Clause 9

Use of sub-processors

The clause has been omitted, as the standard contractual clauses in this Annex cover data transfers from controller to controller.

Clause 10

Data subject rights

- a) The data importer, where relevant with the assistance of the data exporter, shall deal with any enquiries and requests it receives from a data subject relating to the processing of his/her personal data and the exercise of his/her rights under these Clauses without undue delay and at the latest within one month of the receipt of the enquiry or request. (10) The data importer shall take appropriate measures to facilitate such enquiries, requests and the exercise of data subject rights. Any information provided to the data subject shall be in an intelligible and easily accessible form, using clear and plain language.
- b) In particular, upon request by the data subject the data importer shall, free of charge:
 - i. provide confirmation to the data subject as to whether personal data concerning him/her is being processed and, where this is the case, a copy of the data relating to him/her and the information in Annex I; if personal data has been or will be onward transferred, provide information on recipients or categories of recipients (as appropriate with a view to providing meaningful information) to which the personal data has been or will be onward transferred, the purpose of such onward transfers and their ground pursuant to Clause 8.7; and provide information on the right to lodge a complaint with a supervisory authority in accordance with Clause 12(c)(i);
 - ii. rectify inaccurate or incomplete data concerning the data subject;
 - iii. erase personal data concerning the data subject if such data is being or has been processed in violation of any of these Clauses ensuring third-party beneficiary rights, or if the data subject withdraws the consent on which the processing is based.
- c) Where the data importer processes the personal data for direct marketing purposes, it shall cease processing for such purposes if the data subject objects to it.

- d) The data importer shall not make a decision based solely on the automated processing of the personal data transferred (hereinafter ‘automated decision’), which would produce legal effects concerning the data subject or similarly significantly affect him/her, unless with the explicit consent of the data subject or if authorised to do so under the laws of the country of destination, provided that such laws lay down suitable measures to safeguard the data subject’s rights and legitimate interests. In this case, the data importer shall, where necessary in cooperation with the data exporter:
 - i. inform the data subject about the envisaged automated decision, the envisaged consequences and the logic involved; and
 - ii. implement suitable safeguards, at least by enabling the data subject to contest the decision, express his/her point of view and obtain review by a human being.
- e) Where requests from a data subject are excessive, in particular because of their repetitive character, the data importer may either charge a reasonable fee taking into account the administrative costs of granting the request or refuse to act on the request.
- f) The data importer may refuse a data subject’s request if such refusal is allowed under the laws of the country of destination and is necessary and proportionate in a democratic society to protect one of the objectives listed in Article 23(1) of Regulation (EU) 2016/679.
- g) If the data importer intends to refuse a data subject’s request, it shall inform the data subject of the reasons for the refusal and the possibility of lodging a complaint with the competent supervisory authority and/or seeking judicial redress.

Clause 11

Redress

- a) The data importer shall inform data subjects in a transparent and easily accessible format, through individual notice or on its website, of a contact point authorised to handle complaints. It shall deal promptly with any complaints it receives from a data subject.
- b) In case of a dispute between a data subject and one of the Parties as regards compliance with these Clauses, that Party shall use its best efforts to resolve the issue amicably in a timely fashion. The Parties shall keep each other informed about such disputes and, where appropriate, cooperate in resolving them.
- c) Where the data subject invokes a third-party beneficiary right pursuant to Clause 3, the data importer shall accept the decision of the data subject to:
 - i. lodge a complaint with the supervisory authority in the Member State of his/her habitual residence or place of work, or the competent supervisory authority pursuant to Clause 13;
 - ii. refer the dispute to the competent courts within the meaning of Clause 18.
- d) The Parties accept that the data subject may be represented by a not-for-profit body, organisation or association under the conditions set out in Article 80(1) of Regulation (EU) 2016/679.
- e) The data importer shall abide by a decision that is binding under the applicable EU or Member State law.
- f) The data importer agrees that the choice made by the data subject will not prejudice his/her substantive and procedural rights to seek remedies in accordance with applicable laws.

Clause 12

Liability

- a) Each Party shall be liable to the other Party/ies for any damages it causes the other Party/ies by any breach of these Clauses.
- b) Each Party shall be liable to the data subject, and the data subject shall be entitled to receive compensation, for any material or non-material damages that the Party causes the data subject by breaching the third-party beneficiary rights under these Clauses. This is without prejudice to the liability of the data exporter under Regulation (EU) 2016/679.
- c) Where more than one Party is responsible for any damage caused to the data subject as a result of a breach of these Clauses, all responsible Parties shall be jointly and severally liable and the data subject is entitled to bring an action in court against any of these Parties.
- d) The Parties agree that if one Party is held liable under paragraph (c), it shall be entitled to claim back from the other Party/ies that part of the compensation corresponding to its/their responsibility for the damage.
- e) The data importer may not invoke the conduct of a processor or sub-processor to avoid its own liability.

Clause 13

Supervision

- a) The supervisory authority with responsibility for ensuring compliance by the data exporter with Regulation (EU) 2016/679 as regards the data transfer, as indicated in Annex I.C, shall act as competent supervisory authority.
- b) The data importer agrees to submit itself to the jurisdiction of and cooperate with the competent supervisory authority in any procedures aimed at ensuring compliance with these Clauses. In particular, the data importer agrees to respond to enquiries, submit to audits and comply with the measures adopted by the supervisory authority, including remedial and compensatory measures. It shall provide the supervisory authority with written confirmation that the necessary actions have been taken

SECTION III – LOCAL LAWS AND OBLIGATIONS IN CASE OF ACCESS BY PUBLIC AUTHORITIES

Clause 14

Local laws and practices affecting compliance with the Clauses

- a) The Parties warrant that they have no reason to believe that the laws and practices in the third country of destination applicable to the processing of the personal data by the data importer, including any requirements to disclose personal data or measures authorising access by public authorities, prevent the data importer from fulfilling its obligations under these Clauses. This is based on the understanding that laws and practices that respect the essence of the fundamental rights and freedoms and do not exceed what is necessary and proportionate in a democratic society to safeguard one of the objectives listed in Article 23(1) of Regulation (EU) 2016/679, are not in contradiction with these Clauses.

- b) The Parties declare that in providing the warranty in paragraph (a), they have taken due account in particular of the following elements:
- i. the specific circumstances of the transfer, including the length of the processing chain, the number of actors involved and the transmission channels used; intended onward transfers; the type of recipient; the purpose of processing; the categories and format of the transferred personal data; the economic sector in which the transfer occurs; the storage location of the data transferred;
 - ii. the laws and practices of the third country of destination– including those requiring the disclosure of data to public authorities or authorising access by such authorities – relevant in light of the specific circumstances of the transfer, and the applicable limitations and safeguards
 - iii. any relevant contractual, technical or organisational safeguards put in place to supplement the safeguards under these Clauses, including measures applied during transmission and to the processing of the personal data in the country of destination.
- c) The data importer warrants that, in carrying out the assessment under paragraph (b), it has made its best efforts to provide the data exporter with relevant information and agrees that it will continue to cooperate with the data exporter in ensuring compliance with these Clauses.
- d) The Parties agree to document the assessment under paragraph (b) and make it available to the competent supervisory authority on request.
- e) The data importer agrees to notify the data exporter promptly if, after having agreed to these Clauses and for the duration of the contract, it has reason to believe that it is or has become subject to laws or practices not in line with the requirements under paragraph (a), including following a change in the laws of the third country or a measure (such as a disclosure request) indicating an application of such laws in practice that is not in line with the requirements in paragraph (a).
- f) Following a notification pursuant to paragraph (e), or if the data exporter otherwise has reason to believe that the data importer can no longer fulfil its obligations under these Clauses, the data exporter shall promptly identify appropriate measures (e.g. technical or organisational measures to ensure security and confidentiality) to be adopted by the data exporter and/or data importer to address the situation. The data exporter shall suspend the data transfer if it considers that no appropriate safeguards for such transfer can be ensured, or if instructed by the competent supervisory authority to do so. In this case, the data exporter shall be entitled to terminate the contract, insofar as it concerns the processing of personal data under these Clauses. If the contract involves more than two Parties, the data exporter may exercise this right to termination only with respect to the relevant Party, unless the Parties have agreed otherwise. Where the contract is terminated pursuant to this Clause, Clause 16(d) and (e) shall apply.

Clause 15

Obligations of the data importer in case of access by public authorities

15.1. Notification

- a) The data importer agrees to notify the data exporter and, where possible, the data subject promptly (if necessary with the help of the data exporter) if it:
 - i. receives a legally binding request from a public authority, including judicial authorities, under the laws of the country of destination for the disclosure of personal data transferred pursuant to these Clauses; such notification shall include information about the personal data requested, the requesting authority, the legal basis for the request and the response provided; or
 - ii. becomes aware of any direct access by public authorities to personal data transferred pursuant to these Clauses in accordance with the laws of the country of destination; such notification shall include all information available to the importer.
- b) If the data importer is prohibited from notifying the data exporter and/or the data subject under the laws of the country of destination, the data importer agrees to use its best efforts to obtain a waiver of the prohibition, with a view to communicating as much information as possible, as soon as possible. The data importer agrees to document its best efforts in order to be able to demonstrate them on request of the data exporter.
- c) Where permissible under the laws of the country of destination, the data importer agrees to provide the data exporter, at regular intervals for the duration of the contract, with as much relevant information as possible on the requests received (in particular, number of requests, type of data requested, requesting authority/ies, whether requests have been challenged and the outcome of such challenges, etc.).
- d) The data importer agrees to preserve the information pursuant to paragraphs (a) to (c) for the duration of the contract and make it available to the competent supervisory authority on request.
- e) Paragraphs (a) to (c) are without prejudice to the obligation of the data importer pursuant to Clause 14(e) and Clause 16 to inform the data exporter promptly where it is unable to comply with these Clauses.

15.2. Review of legality and data minimisation

- a) The data importer agrees to review the legality of the request for disclosure, in particular whether it remains within the powers granted to the requesting public authority, and to challenge the request if, after careful assessment, it concludes that there are reasonable grounds to consider that the request is unlawful under the laws of the country of destination, applicable obligations under international law and principles of international comity. The data importer shall, under the same conditions, pursue possibilities of appeal. When challenging a request, the data importer shall seek interim measures with a view to suspending the effects of the request until the competent judicial authority has decided on its merits. It shall not disclose the personal data requested until required to do so under the applicable procedural rules. These requirements are without prejudice to the obligations of the data importer under Clause 14(e).

- b) The data importer agrees to document its legal assessment and any challenge to the request for disclosure and, to the extent permissible under the laws of the country of destination, make the documentation available to the data exporter. It shall also make it available to the competent supervisory authority on request.
- c) The data importer agrees to provide the minimum amount of information permissible when responding to a request for disclosure, based on a reasonable interpretation of the request.

SECTION IV – FINAL PROVISIONS

Clause 16

Non-compliance with the Clauses and termination

- a) The data importer shall promptly inform the data exporter if it is unable to comply with these Clauses, for whatever reason.
- b) In the event that the data importer is in breach of these Clauses or unable to comply with these Clauses, the data exporter shall suspend the transfer of personal data to the data importer until compliance is again ensured or the contract is terminated. This is without prejudice to Clause 14(f).
- c) The data exporter shall be entitled to terminate the contract, insofar as it concerns the processing of personal data under these Clauses, where:
 - i. the data exporter has suspended the transfer of personal data to the data importer pursuant to paragraph (b) and compliance with these Clauses is not restored within a reasonable time and in any event within one month of suspension;
 - ii. the data importer is in substantial or persistent breach of these Clauses; or
 - iii. the data importer fails to comply with a binding decision of a competent court or supervisory authority regarding its obligations under these Clauses.

In these cases, it shall inform the competent supervisory authority [for Module Three: and the controller] of such noncompliance. Where the contract involves more than two Parties, the data exporter may exercise this right to termination only with respect to the relevant Party, unless the Parties have agreed otherwise.

- d) Personal data that has been transferred prior to the termination of the contract pursuant to paragraph (c) shall at the choice of the data exporter immediately be returned to the data exporter or deleted in its entirety. The same shall apply to any copies of the data. The data importer shall certify the deletion of the data to the data exporter. Until the data is deleted or returned, the data importer shall continue to ensure compliance with these Clauses. In case of local laws applicable to the data importer that prohibit the return or deletion of the transferred personal data, the data importer warrants that it will continue to ensure compliance with these Clauses and will only process the data to the extent and for as long as required under that local law.

- e) Either Party may revoke its agreement to be bound by these Clauses where (i) the European Commission adopts a decision pursuant to Article 45(3) of Regulation (EU) 2016/679 that covers the transfer of personal data to which these Clauses apply; or (ii) Regulation (EU) 2016/679 becomes part of the legal framework of the country to which the personal data is transferred. This is without prejudice to other obligations applying to the processing in question under Regulation (EU) 2016/679.

Clause 17

Governing law

These Clauses shall be governed by the law of one of the EU Member States, provided such law allows for third-party beneficiary rights. The Parties agree that this shall be the law of Denmark

Clause 18

Choice of forum and jurisdiction

- a) Any dispute arising from these Clauses shall be resolved by the courts of an EU Member State.
- b) The Parties agree that those shall be the courts of Denmark.
- c) A data subject may also bring legal proceedings against the data exporter and/or data importer before the courts of the Member State in which he/she has his/her habitual residence.
- d) The Parties agree to submit themselves to the jurisdiction of such courts.

APPENDUM – ANNEX I

A. LIST OF PARTIES

Dataeksportør(er):

Name: Agency for Digital Government

Address: Landgreven 4, 1301 København K

Contact person's name, position and contact details: Head of Division Charlotte Jacoby (chaja@digst.dk, +45 2287 9648)

Activities relevant to the data transferred under these Clauses: Data processing and storage

Signature and date:



24. april 2025

Role: Controller

Data importer(s):

Name: Name provided upon connection to MitID Erhverv.

Address: Address provided upon connection to MitID Erhverv.

Contact person's name, position and contact details: Organisation administrator in the User Organisation

Activities relevant to the data transferred under these Clauses: Date processing and storage

Signature and date: Upon connection to MitID Erhverv, the Terms for User Organisations are signed, of which this document forms Annex 8.

Role: Controller

B. DESCRIPTION OF TRANSFER

Categories of data subjects whose personal data is transferred

Individuals and businesses using NemLog-in, including the MitID Erhverv service area.

Categories of personal data transferred

The data exporter potentially transfers the following categories of ordinary personal data when the user uses NemLog-in as a private individual and business user:

- Full name
- Pseudonym
- Date of birth
- User IDs, unique identification numbers and unique identification keys (UUID numbers, PID number, RID number, etc.)
- CPR number and status
- Contact information
 - o E-mail address
 - o Address
 - o Telephone
- Company affiliations from the CVR register
- Services using NemLog-in that the user has been logged into
- Issued certificates in connection with signing with MitID, fingerprints (hash values) of signed documents, and reference text for signing
- Granted and issued digital powers of attorney in NemLog-in's power of attorney solution
- Documents uploaded as proof of identity and authorisation when connecting a business to NemLog-in (passport, driving licence, pay slips, employment contract, etc.)

Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures.

The data exporter potentially transfers the following categories of sensitive personal data:

- Information on racial or ethnic origin
- Information that indicates or may indicate political, religious or philosophical beliefs
- Information on the data subject's trade union membership
- Health data, including genetic data
- Biometric data for the purpose of identification
- Information on sexual relations
- Information on criminal offences

Sensitive personal data is only processed if business users upload it themselves. The Agency for Digital Government does not request such data, but cannot prevent users from uploading it. Any sensitive personal data potentially transferred by the data exporter will always be the data importer's own.

As part of the manual verification of identity and organisational affiliation in MitID Erhverv and in the NemLog-in broker, end users may be asked to upload the following:

- Proof of the authorised person's identity, if they have not been authenticated with MitID (typically foreign users). This will be in the form of a copy of a passport or driving licence (photo page).
 - o This information is considered to fall under ordinary personal data; however, as user-selected content is uploaded, it cannot be ruled out that sensitive personal data may potentially occur.
- Proof of the person's affiliation with the organisation, for example in the form of an employment contract, pay slips, articles of association, minutes of board meetings or general meetings.
 - o This information is considered to fall under ordinary personal data; however, as user-selected content is uploaded, it cannot be ruled out that sensitive personal data may potentially occur.

The frequency of the transfer:

Data is transferred on an ongoing basis when a private individual or business user makes use of NemLog-in and/or MitID Erhverv.

Nature of the processing:

The nature of the processing is disclosure or any other form of transfer.

Purpose(s) of the data transfer and further processing:

The purpose of the data transfer is:

To make NemLog-in available, whereby users with MitID or another approved authenticator may use the following services:

1. Login and authentication – MitID broker
Login is the function displayed in the internet browser when a user wishes to log in to a digital self-service solution connected to NemLog-in. It is a prerequisite for service providers connecting a digital self-service solution to NemLog-in that they are registered as a user organisation in MitID Erhverv
2. Digital Delegation
Digital Delegation enables a principal to be represented by another party in a digital self-service solution. The principal may be represented by a private individual, a business user, or a company.
3. Digital signing
Digital signing enables a citizen or business user to sign documents in public and private self-service solutions. The signing service includes a validation service, which can be used to validate the validity of signatures and electronic seals.
4. MitID Erhverv – Business administration
MitID Erhverv enables user organisations to manage and create business users, issue authenticators, and assign and manage permissions and certificates for business users.

The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period:

The data exporter retains and processes the user's personal data for as long as is necessary to fulfil the purpose of administering and operating NemLog-in for users with MitID or MitID Erhverv. User data is retained in MitID Erhverv until deleted by the User Organisation's Administrators, plus one year. Information in the log relating to citizen powers of attorney, business powers of attorney, and permission assignments is retained for the year in question plus five years. Information related to certificates and signings is retained for seven years from the time at which a signature is given. Documentation obtained as part of the manual verification of identity and organisational affiliation in MitID Erhverv and the NemLog-in broker is retained for six months after connection.

For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing:

Not relevant.

C. COMPETENT SUPERVISORY AUTHORITY

The competent supervisory authority is:

The Danish Data Protection Agency
Carl Jacobsens Vej 35
2500 Valby
Telephone: +45 33 19 32 00
E-mail: dt@datatilsynet.dk

APPENDUM – ANNEX II

TECHNICAL AND ORGANISATIONAL MEASURES INCLUDING TECHNICAL AND ORGANISATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA

Description of the technical and organisational measures implemented by the data importer(s) (including any relevant certifications) to ensure an appropriate level of security, taking into account the nature, scope, context and purpose of the processing, and the risks for the rights and freedoms of natural persons.

The following technical and organisational measures have been implemented for the data importer:

- Upon connection as a User Organisation, reference is made to the Terms for User Organisations, in particular the User Organisation's obligations set out in section 10.
- Upon connection as a private Service Provider, reference is additionally made to the Terms for Private Service Providers. This includes, amongst other things, that the technical connection of a Digital Self-Service Solution to NemLog-in and associated tests must be carried out in accordance with the guidelines set out on the Service Provider site.

As part of entering into the agreement, the data importer has ensured an adequate level of security by undertaking to fulfil the required obligations set out in the Terms for User Organisations, and where relevant, the Terms for Private Service Providers.