

**DATA PROCESSING AGREEMENT BELONGING TO THE AGREEMENT REGARDING THE PROVISION OF
A REGIONAL AIRCRAFT NOISE MONITORING SYSTEM**

The undersigned:

1. **Eindhoven Airport N.V.**, a private company with limited liability under Dutch law, with its offices on Luchthavenweg 13 and official place of business at Eindhoven, listed in the Commercial Register in Eindhoven under file number 17051407, legally represented in this matter by its Chief Executive Officer (CEO), R.A.J. Hellemons, and its Chief Operations Officer (COO), M.P.J. van den Bogaard hereinafter referred to as **"EANV"**

and

2. **<Legal form + company name>** with its offices on **<address>** and official place of business in **<place>**, listed in the Commercial Register in **<place>** under file number **<Chamber of Commerce/company number>**, legally represented in this matter by **<name>** in the capacity of **<function>**, hereinafter to be referred to as the **"Data Processor"**,

EANV and the Data Processor are hereinafter jointly referred to as the **"Parties"**,

WHEREAS:

- I. EANV has entered into one or more agreements with or provided one or more purchase order number(s) to the Data Processor, with a contract number or other agreed conditions that has/have been agreed with Data Processor, concerning the provision of (various) services by Data Processor to EANV, or will enter into such an agreement or provide such purchase order number(s). This/these agreement(s) are hereinafter referred to as the **"Main Agreement"** and is/are further specified in the title of this Data Processing Agreement.
- II. In the performance of the Main Agreement, Data Processor will process data with regard to which EANV is and remains the Controller. These data include Personal Data within the meaning of the General Data Protection Regulation (EU 2016/679), hereinafter referred to as the **"GDPR"**.

- III. In view of the provisions of Article 28(3) and (4) of the GDPR, the Parties wish to set out the conditions for the processing of such Personal Data in this Data Processing Agreement.

HEREBY AGREE AS FOLLOWS:

1. Subject matter of this Data Processing Agreement

- 1.1 This Data Processing Agreement (hereinafter referred to as the “**Data Processing Agreement**”) applies solely to the processing of Personal Data within the scope of the Main Agreement.
- 1.2 Terms such as “Processing”, “Personal data”, “Data Controller”, “Data Processor” and “Data Subject” have the meaning ascribed to them in the GDPR.
- 1.3 The Data Processor may process Personal Data on EANV’s behalf (hereinafter to be referred to as the “**Personal Data**”) in the course of the performance of the Main. Annex A contains an overview of:
- the processing activities;
 - the categories of Personal data;
 - the purposes for which the Personal data are processed by the Data Processor;
 - the legal bases for the Processing of the Personal data by the Data Processor; and
 - the retention periods per processing activity.

2. The Data Controller and the Data Processor

- 2.1 Parties are obliged to comply with the GDPR irrespective of the privacy qualifications attributed to the Parties in this article.
- 2.2 Pursuant to the applicable law, EANV qualifies as the controlling party – the Controller – in the processing of the Personal Data. EANV has appointed the Data Processor and the Data Processor agrees to process Personal Data on the Controller’s behalf.
- 2.3 The Data Processor guarantees that it will only process the Personal Data based on written instructions from EANV and in such a manner – and insofar – as required for the provision of the services under the Main Agreement, except as required to comply with a legal obligation to which the Data Processor is subject, or to follow instructions issued by EANV. The Data Processor will never process the Personal Data for its own purposes.
- 2.4 In particular, EANV may give instructions with regard to the retention period of each of the Personal Data referred to in Annex A and with regard to the correction, anonymisation, blocking, deletion or any other processing of the Personal Data. The Data Processor will provide all

reasonable assistance to enable EANV to comply with its statutory obligations in the event that a Data Subject invoked his or her rights pursuant to applicable law, including the GDPR.

- 2.5 The Parties are entering into the Main Agreement in order to make use of the Data Processor's expertise in the context of the Main Agreement and the processing of Personal Data for the purposes set out in Annex A. The Data Processor may exercise its own discretion in the selection and use of such means as it deems necessary to pursue those purposes.

3. Confidentiality

- 3.1 Without prejudice to any existing contractual arrangements between the Parties, the Data Processor guarantees that it will treat all Personal Data as strictly confidential and that it will inform all its employees, agents and/or data processors engaged by the Data Processor and/or are explicitly approved by EANV (hereinafter referred to as the **"Sub-Data Processors"**) and possible third parties of these Sub-Data Processors engaged in processing the Personal Data, of the confidential nature of the Personal Data.
- 3.2 The Data Processor will ensure that, to that end, such parties have signed an adequate sub-data processing agreement (hereinafter referred to as the **"Sub-Data Processing Agreement"**) as specified in further detail in Article 4 of this Data Processing Agreement. The Data Processor will, when there is reason to do so, provide EANV with evidence that his/these Sub-Data Processing Agreement(s) have been concluded.

4. Engagement of Sub-Data Processors

- 4.1 The Data Processor will refrain from subcontracting any of its activities consisting, in part or in full, of the processing of Personal Data to one or more Sub-Data Processors without EANV's prior written consent. The written consent should be agreed with the Data Processor's formal contact person at EANV.
- 4.2 The Data Processor will append an up-to-date list of Sub-Data Processors already engaged, as stated in Annex A of this Data Processing Agreement.
- 4.3 Notwithstanding EANV's consent within the meaning of the preceding paragraphs, the Data Processor will remain fully liable towards EANV for any consequences of subcontracting its activities to one or more Sub-Data Processors in accordance with Article 12.
- 4.4 EANV's consent pursuant to Article 4.1 is without prejudice to the fact that engagement of Sub-Data Processors in a country outside the European Economic Area without an appropriate level of protection also requires consent pursuant to Article 9.

- 4.5 The Data Processor will ensure that the Sub-Data Processor(s) is/are bound by the obligations of the Data Processor under this Data Processing Agreement, and will monitor compliance with these obligations.

5. Security

- 5.1 Without prejudice to the security standards the Parties agreed upon in the Main Agreement, the Data Processor will take appropriate technical and organisational measures to ensure the security of the processing of the Personal Data, listed in Annex 2. These measures at least include, without prejudice to the provisions of Article 28(3) and 32 of the GDPR, the following:
- a. measures to ensure that the Personal Data can be accessed only by authorised personnel for the purposes set forth in Annex A of this Data Processing Agreement;
 - b. measures to protect the Personal Data against accidental or unlawful destruction, accidental loss or alteration, unauthorised or unlawful storage, processing, access or disclosure;
 - c. measures to identify imminent security breaches with regard to the processing of the Personal Data in the systems that are used to provide services to EANV;
 - d. the measures agreed upon by the Parties in the Security Annex to the Main Agreement or to this Data Processing Agreement.

6. Audit requirements

- 6.1 The Data Processor will regularly check the security measures it has taken and in any case conduct a check at least once a year. At EANV's request, the Data Processor will demonstrate which measures it has taken in accordance with Article 5.1, will allow EANV to audit and test such measures and, based on the findings of these audits and tests, amend its security policy in accordance with EANV's further written instructions within the context of the applicable privacy legislation, including but not limited to Article 28(5) of the GDPR. Alternatively, EANV may use a statement by an independent external expert who gives an opinion on the measures taken by the Data Processor (Third Party Assurance).
- 6.2 The Data Processor will provide all reasonable cooperation in the relevant audits and tests, which must in any case be understood to include: providing access to buildings and data bases and making any relevant information available.
- 6.3 In the event that an audit and/or test shows that the Data Processor has failed to comply with its obligations under this Data Processing Agreement, the Data Processor will bear both its own

costs and EANV's costs, incurred within the framework of the audit and/or the test, all this without prejudice to EANV's other statutory rights.

7. Security improvements

- 7.1 The Parties acknowledge that security requirements are subject to constant change, that an effective security system must be frequently evaluated and that regular improvements must be made to outdated security measures. The Data Processor will therefore evaluate the measures as implemented in accordance with Article 5 on an on-going basis and will strengthen, supplement and improve these measures in accordance with Article 6.
- 7.2 EANV has the right to instruct the Data Processor to take additional security measures. The Data Processor will implement these additional security measures within a reasonable term (in principle: within 4 weeks). Where an amendment to the Main Agreement is necessary in order to execute such an instruction, the Parties will agree upon an amendment to the Main Agreement.

8. DPIA

- 8.1 Data Processor will provide EANV with all reasonable cooperation in carrying out a Data Protection Impact Assessment (DPIA) as defined in Article 35 of the GDPR.

9. Data transfers

- 9.1 The Data Processor will notify EANV without delay of any permanent or temporary planned or unplanned transfers of Personal Data to a country outside of the European Economic Area without an adequate level of protection (as referred to in Article 44 of the GDPR) and will only perform such a transfer (planned or otherwise) and will only perform such a planned or unplanned transfer after obtaining EANV's written consent. Annex 3 contains a list of countries outside the European Economic Area without an appropriate level of protection and the international organisations with regard to which EANV grants its consent to the Data Processor upon the conclusion of this Data Processing Agreement.
- 9.2 The Data Processor is obliged to comply with one of the transfer mechanisms from Chapter V of the GDPR in the event of a transfer to third countries as referred to in Chapter V of the GDPR. If a transfer mechanism is declared invalid, the Data Processor shall provide all reasonable cooperation to comply with an alternative transfer mechanism from Chapter V of the GDPR.

10. Information requirements and incident management

- 10.1 The Data Processor will promptly notify EANV – in any event within 24 hours after the Data Processor becoming aware thereof – of any privacy requests and incidents relating to the processing of the Personal Data. Data Processor will at all times cooperate with EANV upon its request and will follow EANV’s written instructions in response to such privacy requests and/or with regard to such incidents, in order to enable EANV to perform a thorough investigation into the privacy request and/or incident, to formulate a correct response and to take suitable further steps in respect of the privacy request and/or incident. In addition, Article 12 of this Data Processing Agreement regarding liability and indemnity applies accordingly.
- 10.2 The term “privacy request” used in Article 10.1 must in any case be understood to mean: a compliant, a request for information or any other request concerning their rights as set out in the GDPR by a Data Subject or another natural person with regard to the processing of the Personal Data by the Data Processor.
- 10.3 The term “incident” used in Article 10.1 must in any case be understood to mean:
- a. an investigation into or seizure of the Personal Data by government officials, or any indication that this is about to take place;
 - b. any unauthorised or accidental access, processing, deletion, loss or any form of unlawful processing of the Personal Data;
 - c. any breach of the security and/or confidentiality as set out in Articles 3 and 5 of this Data Processing Agreement that leads to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, the Personal Data, or any indication of such breach being imminent or having taken place.
- 10.4 The Data Processor will at all times have up-to-date and written procedures in place to enable it to provide an immediate response to EANV concerning an incident, and to cooperate effectively with EANV in handling the incident. The Data Processor will provide EANV with a copy of such procedures upon EANV’s written request.
- 10.5 Any notifications pursuant to Article 10 will be addressed to EANV’s IT Service Desk:

IT Servicedesk

Telephone: +31 (0) 88 - 0043010

Email: privacy@eindhovenairport.nl

The IT Service Desk can be contacted by telephone during office hours (Monday till Friday from 08.30 a.m. – 05.00 p.m.). If the call is not being answered, notification should be sent by email to privacy@eindhovenairport.nl with high priority.

Gewijzigde veldcode

Gewijzigde veldcode

A notification to the IT Service Desk must at least contain the following information:

- the start and end time, the start and end date and the location of the event;
- the nature and extent of the event;
- the department or part of the system involved in the event;
- the time required to determine the loss caused by the incident;
- the sort, the nature and extent of the Personal Data affected;
- the type and (estimated) number of Data Subjects that were affected;
- the expected consequences, including the consequences for the Data Subjects and a proposal for preventing loss and other negative consequences;
- the measures that have been or will be taken to mitigate the consequences of the incident; and
- the name and contact details of the Data Protection Officer or other contact person from whom additional information concerning the incident can be obtained.

10.6 The Data Processor is forbidden from, on its own initiative, informing Data Subjects who (may) have been affected by the incident and/or the competent authority, such as the Dutch Data Protection Authority of the incident.

11. Returning or destruction of Personal Data

11.1 Upon termination of this Data Processing Agreement, or upon EANV's written request, the Data Processor will, at EANV's discretion, either immediately destroy or return all Personal Data to EANV. EANV can request Data Processor to provide a written confirmation of the destruction of Personal Data.

11.2 The Data Processor will notify all Sub-Data Processors and other third parties involved in the processing of the Personal Data of the termination of the Data Processing Agreement and will ensure that all such third parties will either destroy the Personal Data or return the Personal Data to EANV, at EANV's discretion.

12. Liability and indemnity

12.1 If either Party fails to comply with this Data Processing Agreement, that Party will be liable to compensate the other Party for the loss or damage it has suffered. Loss or damage will in any case be understood to include, but not exclusively, the costs incurred in connection with having to recompile files of lost or destroyed Personal Data and the costs incurred to prevent or limit loss or damage. Liability with regard to reputation damage and/or loss of profit is excluded.

- 12.2 In the event of intent or gross negligence on the part of the breaching Party, that Party will be liable for all loss or damage suffered or suffered in future by the other Party.
- 12.3 The Parties indemnify each other against any third-party claims in connection with a breach of the Data Processing Agreement. The aforementioned indemnity also includes any loss or damage and costs (including penalties) which the other Party suffers or incurs as a result of such a third-party claim.
- 12.4 Each Party is obliged to inform the other Party as soon as reasonably possible of an actual or a potential claim for liability or the actual or potential imposition of a penalty by the Supervisory Authority in connection with the Data Processing Agreement. Where reasonable, each Party is obliged to provide the other Party with information and/or assistance to enable it to conduct a defence against an actual or a potential claim for liability or a penalty. If a Party which has incurred costs in connection with the investigation of and conducting of a defence against actual or potential penalties of the Supervisory Authorities or third-party claims fails to inform the other Party in accordance with paragraph 4 of this Article, the other Party will not be liable for the costs.

13. Duration and termination

- 13.1 This Data Processing Agreement takes effect on the commencement date of the Main Agreement and ends automatically upon termination or expiry of the Main Agreement. In the event of extension of the Main Agreement, tacit or otherwise, this Data Processing Agreement will remain in force for the duration of the extension period.
- 13.2 Termination or expiry of this Data Processing Agreement will not discharge the Data Processor from its confidentiality obligations pursuant to Article 3 and obligations to return or delete the Personal Data pursuant to Article 11.
- 13.3 For the duration of the term of the Data Processing Agreement, EANV will be authorised to amend the terms, including but not limited to the technical and organisational measures to secure the processing of the Personal Data.

14. Miscellaneous

- 14.1 In the event of any inconsistency between the provisions of this Data Processing Agreement and the provisions of the Agreement, the provisions of this Data Processing Agreement prevail.
- 14.2 This Data Processing Agreement contains the entire agreement between the Parties with regard to the processing of Personal Data as specified in Annex 1 and takes the place of any previous oral and/or written agreements between the Parties within this framework.

14.3 Any amendments to this Data Processing Agreement are valid only if agreed between the Parties in writing.

14.4 This Data Processing Agreement is governed by the laws of the Netherlands. Any disputes arising from or in connection with this Data Processing Agreement will be brought exclusively before the competent court in the district Oost-Brabant.

Thus agreed and signed in a single copy,

on behalf of EANV

Name: R.A.J. Hellemons Name: M.P.J. van den Bogaard.....

Title: Chief Executive Officer (CEO) Title: Chief Operations Officer (COO)

Date: Date:

Signature: Signature:.....

on behalf of the Data Processor

Name:

Title:.....

Date:

Signature:

Annex A

1. Main Agreement

Main Agreement	
Agreement regarding the provision of a Regional Aircraft Noise Monitoring System	Signing date

Subject of the Main Agreement
The provision of a Regional Aircraft Noise Monitoring System

2. Description of processing activities

Processing activity	Personal Data	Purpose	Legal basis	Retention period
Storage of personal data in the Regional Aircraft Noise Monitoring System	- Name - Telephone number - Email address - Address - Date, time and description of the nuisance - IP address	- Registration and handling of reports or questions - Analyzing reports and questions - Prepare reports on air traffic at, from, and to the airport based on anonymized data.	- Legal obligation - Legitimate interest	Personal data will be anonymized 1 year after last report or question

3. Sub-Data Processors

Organisation	Purpose	Personal Data	Processing location	Sub-Data Processing Agreement	Retention Period
TO BE COMPLETED BY DATA PROCESSOR				Yes/no	
				Yes/no	

				Yes/no	
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4. Contact details

Contact details Data Processor

Name/function contact person	Email	Telephone number
TO BE COMPLETED BY DATA PROCESSOR		

Contact details EANV

Name/function contact person	Email	Telefoonnummer
IT Servicedesk	it@eindhovenairport.nl	+31 (0) 88 - 0043010
Privacy Officer	privacy@eindhovenairport.nl	N/A

Annex B

Data transfers to countries outside of the European Economic Area without an adequate level of protection, and international organisations for which EANV has granted its consent:

☒ Not applicable

☐ Applicable:

Country/countries:

Security Annex

The Security Annex is included separately as Appendix [NUMBER] to the Main Agreement.