



AAU'S PROCESSING OF PERSONAL DATA ABOUT YOU

When you apply for and receive/use a license to use AI-LAB, Aalborg University (AAU) process personal data about you. In accordance with our obligations in the General Data Protection Regulation, we hereby inform you of our processing of your personal data.

AAU process your personal data for the following purposes:

Secure access to the platform via login
Logging of user access
Contact in case of breach of Terms and Conditions of use

AAU process the following general personal data about you, in accordance with GDPR det art. 6, stk. 1, litra b.

Full name
AAU-Mail address
Study program
(Purpose of use)

We store your personal data as long as necessary for the data processing purpose for which we are obtaining your consent and in accordance with the applicable legislation. We will then erase your personal data.

AAU does not share your personal data with any third parties.

When we process your personal data, you have several rights under the General Data Protection Regulation. For example, you have a right to erasure and a right to data portability. In certain cases, you have a right of access, a right to rectification, a right to restriction of processing and a right to object to our processing of the personal data in question. You can read more about your rights in our privacy policy, which you will find here: <https://www.aau.dk/om-cookies/>.

If you have general questions about your rights, you can contact our Data Protection Officer Niels Vase at dpo@aau.dk.

We must and will always comply with the rules. If you believe that we do not meet our responsibility or that we do not process your data according to the rules, you may lodge a complaint with the Danish Data Protection Agency at dt@datatilsynet.dk. However, we encourage you also to contact us, as we want to do our utmost to accommodate your complaint.

DATA PROCESSING AGREEMENT

When you enter data that are considered personal data into AI-LAB, Aalborg University (AAU) process these personal data on your behalf. You are considered a data controller and AAU is considered as a data processor.

When applying for a license to AI-LAB you ('the Data Controller') enter into a data processing agreement with Aalborg University ('the Data Processor'), CVR No.: 29102384, Fredrik Bajers Vej 7K,



9220 Aalborg, Denmark, in accordance¹ with The General Data Protection Regulation (The GDPR)². (Hereinafter also referred to collectively as 'the Parties' and individually as 'the Party').

1. PURPOSE OF THE AGREEMENT

- 1.1. The Data Processing Agreement concerns the Parties' obligations under the Data Protection Rules in connection with the use of AI-LAB for processing and analysing data. The provisions shall prevail over any equivalent provisions of other agreements between the parties.
- 1.2. In connection with the Data Controllers use of AI-LAB, the Data Processor must, on behalf of the Data Controller, among other things follow instructions from the data controller, comply with data protection rules and delete all data each year.

2. THE DATA CONTROLLER'S OBLIGATIONS

- 2.1. The Data Controller is responsible for ensuring that the processing of personal data is carried out in accordance with the GDPR and any other data protection regulations. The Data Controller is responsible for ensuring, among other things, that there is a basis for the processing of personal data that the Data Processor is instructed to carry out.
- 2.2. The Data Controller has the right and the obligation to make decisions about the purposes and means of the processing of personal data and is obliged to instruct the Data Processor on the handling of personal data. The instructions can be seen below in section 2.4.
- 2.3. Any changes to the instructions must be agreed in writing in advance. The Data Processor will prior to any changes update the Terms & Conditions and give the Data Controller 30 days to retrack all data from AI-LAB.
- 2.4. The Data Controller's instructions to the Data Processor:

Types of processing: Storage, analysis, modelling, and management

Amount of data subjects: depends on the Data Controller's dataset to be processed in the system

Categories of data subjects: depends on the Data Controller's dataset to be processed in the system

Type of data to be processed: Public or internal information. It is not allowed to process sensitive or confidential information on AI-LAB.

Time period: The Data Controller is responsible for deleting the personal data in AI-LAB in accordance with the GDPR. However, to help ensure dataminimization, the data will automatically be deleted every august each year, if The Data Controller do not renew its access. Several warnings will be sent to The Data Controller before deletion. The Data Processor allows retrieval of data 30 days after the automatic deletion. The Data Processor keeps a backup of all data for up to 95 days in AAU systems.

¹ These provisions are designed to comply with Article 28(3) 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 (Privacy Regulation)

² The 'General Data Protection Regulation' means 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) (with subsequent amendments).

3. DATA PROCESSOR'S OBLIGATIONS

- 3.1. The Data Processor may only process personal data on documented instructions from the controller, unless required by Union or Danish Law to which the Data Processor is subject. The Data Processor acts solely on behalf of and according to written instructions from the Data Controller in connection with the performance of the agreed tasks in relation to the Project. The Data Controller thus decides the purposes for which the processing of personal data may take place.
- 3.2. The Data Processor undertakes to comply with the Data Protection Rules. The Data Processor shall immediately inform the Data Controller if, in its opinion, an instruction is contrary to this Regulation or to data protection provisions of other Union or Danish legislation in general.
- 3.3. The Data Processor shall, taking into account the nature of the processing, assist the Data Controller, as far as possible but within reason, with relevant information in order for the Data Controller to fulfill its obligation according to the GDPR, including to
 - respond to requests for the exercise of data subjects' rights as set out in Chapter III of the GDPR,
 - inform the data subjects and the competent supervisory authority in the event of a personal data breach.

4. SAFETY OF TREATMENT

- 4.1. Article 32 of the GDPR states that the Data Controller and the Data Processor, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of the processing concerned, as well as the risks of varying likelihood and severity to the rights and freedoms of natural persons, shall implement appropriate technical and organizational measures to ensure a level of protection appropriate to those risks, to protect the personal data against accidental or unlawful destruction, loss or deterioration, and against any unauthorised disclosure, abuse or processing of the personal data in violation of the data protection legislation.
- 4.2. The Data Processor is entitled to assess the risks to the rights and freedoms of natural persons posed by the processing. The Data Processor shall then be entitled and obliged to make decisions on the technical and organizational security measures to be implemented to establish the necessary security level that adequately accommodates and manages that the processing is associated with data processing in AI-LAB. This includes e.g. two-step verification access, physically protected server rooms and other measures in accordance with AAU-protected services.
- 4.3. The processing takes place at the following premises: Fredrik Bajers Vej 1, and Niels Jernes vej 14, 9220 Aalborg Øst

5. CONFIDENTIALITY AND SECRECY

- 5.1. In connection with the processing of personal data, the Data Processor is subject to the duty of secrecy and confidentiality applying to staff members in the public administration. Reference is made to section 27 of the Danish Public Administration Act and sections 152-152(f) of the Danish Criminal Code.
- 5.2. The Data Processor must keep the personal data confidential and is thus only entitled to use the personal data as part of the fulfilment of the Data Processor's obligations under the Data Processing Agreement.

6. SUB-PROCESSORS AND PROCESSING ABROAD

- 6.1. The Data Processor must comply with the conditions referred to in Article 28(2) and (4) of the GDPR in order to make use of another processor (a sub-processor).



6.2. The Data Processor is allowed to entrust the processing of the personal data to other parties in accordance with section 6“

6.3. Where the Data Processor use a sub-processor in carrying out specific processing activities on behalf of the Data Controller, the Data Processor shall, by means of a contract or other legal document under Union or Member State law, impose on the sub-processor the same data protection obligations as those set out in those provisions, providing in particular appropriate safeguards that the sub-processor will implement the technical and organisational measures in such a way that the processing complies with the requirements of these Provisions and the GDPR.

The Data Processor is therefore responsible for requiring that the Sub-Processor at least comply with the Data Processor's obligations under these Conditions and the General Data Protection Regulation.

6.4. As of the date of these Terms and Conditions, the Data Processor uses the following sub-processors: The Data Processor does not use any sub processors (14. June 2024).

6.5. The Data Processors does not process personal data outside of the EU. If the Data Processor wish to use a sub processor that process personal data outside the EU, the Data Processor must inform the Data Controller in sufficient time for the Data Controller to withdraw all data from AI LAB.

7. INSPECTION, SUPERVISION AND CONTROL

7.1. In the event that the Data Controller, including an external consultant/representative and/or relevant public authorities, in particular the Danish Data Protection Agency, wants to carry out an inspection of the above-mentioned measures, the Data Processor is obliged – subject to a reasonable notice – to make themselves available for such inspection.

7.2. In the event of serious data protection breaches or similar serious inadvertent incidents, the Data Processor must, at the request of the Data Controller, and without undue delay, prepare a written statement.

8. DUTY TO NOTIFY

8.1. The Data Processor is obliged to notify the Data Controller as soon as possible of any deviations from the requirements set out in the Data Processing Agreement, e.g. of:

- any deviations from the instructions given
- any suspected breaches of confidentiality
- any suspected instances of abuse, loss or deterioration of data
- any accidental or unauthorised disclosure of or access to the personal data processed under this Data Processing Agreement

8.2. A notification under clause 8.1. will be addressed to the information provided by the Data Controller at the time of application for license to AI-LAB.

8.3. The Data Processor can be contacted through IT-service at AAU: Serviceportal.aau.dk or phone: +45 9940 2020



9. LIABILITY

- 9.1. If a data subject claims compensation for material or non-material damage, Art. 82 GDPR applies.
- 9.2. Liability of the Parties: The parties are generally liable under the general rules of Danish law. Apart from art. 82 GDPR, the Data Processor shall not be liable for indirect losses, consequential damages, operating losses, lost earnings or other financial consequential losses.

10. COMMENCEMENT AND TERM

- 10.1. The date of commencement of the Data Processing Agreement is the date on which the user send in the application form, in which they have approved this agreement.
- 10.2. Subject to one month's written notice to the Data Controller, the Data Processor is entitled to terminate the Data Processing Agreement, however, subject to the condition that the personal data be returned or deleted before termination. The data will automatically be deleted every august each year if there is no renewed access.