

# DATA PROCESSING AGREEMENT

This data processing agreement (**the Agreement**) is entered into between:

- (i) *[Data Controller's company name and organisation number]* (**Data Controller**), and
- (ii) KulturIT AS, org.no 915 168 175 (**Data Processor**).

The Data Controller and the Data Processor are referred to separately as **Part** and together as **Parties**.

## 1. Background

The aim of the Data Processor's processing of personal data on behalf of the Data Controller is solely to deliver and administer services included in separate agreements concerning service delivery.

In relation to the above-mentioned services (**the Services**), the Data Processor will process personal data on behalf of the Data Controller.

This Agreement regulates rights and obligations in relation to the Data Processor's processing of personal data on behalf of the Data Controller. The Agreement shall secure that personal data are processed according to the applicable data protection legislation (**Data Protection Legislation**), including Regulation (EU) No 2016/679 of the European Parliament and of the Council of 27 April 2016 (**the General Data Protection Regulation**).

Terms used in the Agreement should be understood in the same way as in the Data Protection Legislation.

## 2. Framework and purpose of the data processing

The purpose of the data processing is to assure provision of the Services in accordance with the contract (**the Purpose**). The Data Processor shall only process the personal data to the extent and for as long as necessary to fulfil the Purpose.

Below are examples of the personal data which the Data Processor may process in relation to the delivery and administration of the Services. The list is not exhaustive.

- **Personal data:** Name, address, telephone number, email address, IP addresses, photographs of persons, personal ID number, bank account number, etc.

- **Sensitive personal data** Labour union membership, health, political and/or religious convictions.

The Data Controller is responsible for describing the personal data that exist in the different systems that the Data Processor is processing (cf. Appendix 1).

The Data Processor will only process those personal data in accordance with documented instructions from the Data Controller and otherwise in accordance with this Agreement. If the Data Processor is legally obliged to process the personal data in a different way, for instance that it is obliged to disclose the information to third parties, the Data Processor shall notify the Data Controller before such processing commences, unless important public interests indicate that such a notification cannot take place.

The Data Processor is obliged to comply with the codes of conduct and certification schemes in accordance with the General Data Protection Regulation Articles 40 and 42, if the Data Processor is subject to these.

The Data Processor shall keep records of the processing activities carried out on behalf of the Data Controller, pursuant to the General Data Protection Regulation Article 30. The Data Controller can request a copy of the records at any time.

The Data Processor shall inform the Data Controller immediately should the Data Processor believe an instruction from the Data Controller is in conflict with the Data Protection Legislation.

### **3. Geographical area**

The Data Processor shall only process the personal data in the EEA and is not permitted to transfer the data to other countries, unless explicitly agreed in writing with the Data Controller.

### **4. Data Protection Impact Assessments**

The Data Processor shall assist the Data Controller in performing a data protection impact assessment of the processing to be conducted by the Data Processor, and, if necessary, in consultation with the Norwegian Data Protection Authority, cf. the General Data Protection Regulation Articles 35 and 36.

### **5. Security of processing**

The Data Processor shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk pursuant to the Data Protection Legislation, including in particular the General Data Protection Regulation Article 32. The Data Processor shall also assist the Data Controller in carrying out such measures.

The Data Processor shall document their measures, and the documentation shall be available at the Data Controller's request.

Security audits shall take place on a regular basis, in accordance with the agreements in place between the Parties. The audits can include a review of procedures, spot checks, more extensive local controls and other suitable control measures.

### **6. Personal data security breach**

If a personal data security breach becomes known to the Data Processor, it shall notify the Data Controller without undue delay.

The notification shall meet the requirements of the General Data Protection Regulation Article 33 No. 2 and 3, and shall, moreover, include all relevant information relating to the breach known to the Data Processor. If the Data Processor at a later stage becomes aware of further aspects relating to the breach, it shall send this information to the Data Controller without undue delay.

If necessary, a notification to the Norwegian Data Protection Authority and/or the data subject shall be sent by the Data Controller, unless otherwise specified between the Parties.

The Data Processor shall assist the Data Controller in meeting the requirements that apply to the Data Controller's handling of a personal data security breach.

## 7. Enquiries from Data Subjects

The Data Processor shall without undue delay notify the Data Controller about enquiries from data subjects.

The Data Processor shall assist the Data Controller in responding to enquiries about the rights of the data subjects pursuant to the General Data Protection Regulation Chapter III. The Data Processor shall not personally reply to enquiries, unless this is specifically agreed with the Data Controller.

## 8. Use of subcontractors

The Data Processor shall not use subcontractors/another data processor unless this has been approved in advance in writing by the Data Controller.

The Data Processor shall enter into a written data processing agreement with its subcontractors, which requires the subcontractor to comply with the same agreements and legal duties as the Data Processor in accordance with this Agreement. The Data Controller has the right to access these contracts.

The Data Processor is responsible for making sure the subcontractor adheres to its duties in the processing of the Data Controller's personal data.

The Data Processor uses the following subcontractors:

SUBCONTRACTORS' NAMES:	AGREEMENT:
<b>MICROSOFT ONLINE SERVICES (OFFICE 365)</b>	Conditions for electronic services
<b>AMAZON WEB SERVICES</b>	AWS Data Processing Agreement
<b>LIFTIT</b>	Data processing agreement
<b>SOPRA STERIA</b>	Data processing agreement
<b>TIETO NORWAY AS</b>	Data processing agreement

## 9. Audit

The Data Processor shall give the Data Controller access to such documentation and information necessary to ensure compliance with the duties stipulated in this Agreement, and for the Data Controller to be able to carry out audits. Audits can, among other things, comprise local inspection and evaluation of systems, organisation and security measures, in addition to use of subcontractors. Audits can be carried out by the Data Controller in person or by a person authorised by him.

The Data Processor will invoice time spent at the rates that apply to audit work.

## 10. Duty of confidentiality

The Parties are subject to a duty of confidentiality concerning information relating the other Party, received in connection with the performance of this Agreement and the delivery of the Services,

including the Data Controller's personal data. The duty of confidentiality shall continue to apply after termination of the Agreement.

The Parties shall make sure the employees and subcontractors involved in the performance of this Agreement are subject to a duty of confidentiality through an agreement or by law.

#### **11. Liability in damages**

The Data Processor is liable for the damage caused by failure on the Data Processor's part to fulfil its obligations according to the Agreement or Data Protection Legislation, or where it has acted outside or contrary to lawful instructions of the Data Controller.

If the Data Controller has been directly involved in an incident that led to damage, the Data Processor has a right to demand a proportionate share of any compensation payment, cf. the General Data Protection Regulation Article 82.

#### **12. The duration of the agreement**

This Agreement enters into force on [ ] and applies until the delivery of the Services expires, unless the Parties agree to terminate the Agreement earlier. In the event of a breach of the Agreement or breach of the Data Protection Legislation, the Data Controller may order the Data Processor to stop the further processing of the personal data with immediate effect.

On termination of the Agreement, the Data Processor shall either return or delete/destroy all personal data that it has processed on behalf of the Data Controller as instructed by the Data Controller, unless further processing is required by law. If necessary, the Data Processor shall within a reasonable time document in writing that deletion/destruction has been carried out as per the Data Controller's instructions.

On termination of the Agreement, the Data Processor shall cease to have access to the Data Controller's systems. The Data Processor shall, in as far as is necessary, assist the Data Controller in carrying this out.

The Data Processor shall invoice its work at the rates that apply to closing down services and returning data.

#### **13. Amendments**

The Parties shall revise the Agreement as needed to make room for adjustments on the basis of mandatory legislation and interpretations of the General Data Protection Regulation.

#### **14. Legal venue**

The Agreement is subject to Norwegian law, and the Parties have agreed that the Data Processor's home venue shall be the legal venue. This shall continue to apply after termination of the Agreement.

**15. Appendices**

Appendix 1

**A description of the personal data which exist in the different systems and that are processed by the Data Processor.**

*(must be filled out by the Data Controller)*

\* \* \*

This Agreement consists of two (2) copies, and the Parties receive one each.

*[place and date]*

On the part of the Data Controller:

On the part of the Data Processor:

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\_\_\_\_\_

Name:

Name:

Title:

Title: