**Data processor agreement**

(Replace with subheading related to the specific circumstance/project)

*The cursive text must be deleted and replaced with relevant text or one of the alternatives must be chosen.*

1. Parties to the agreement

**1.1 Parties**This agreement is entered into between the data controller:...................................................(business enterprise no………..) and the data processer:……………………………………………….. (business enterprise no………….).

**1.2 Contact persons**

Contact person for the data controller: (*name, contact information, role*).......

Contact person for the data processor: (*name, contact information, role*)……

2. Purpose of the agreement

The purpose of the agreement is to regulated the processing of personal data carried out by the data processor on behalf of the data controller in connection with   
  
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The data processor may only process personal data made available by the data controller in accordance with this agreement.

This agreement must clearly state whether the data processor may transfer personal data to a subcontractor for storage, preparation or other types of processing. The name of the subcontractor must be provided in point 8, second paragraph of the agreement.

The data processor is responsible for the subcontractor.

The purpose of the data processing regulated in this agreement may not be changed by either of the parties without a new, signed agreement.

**3. Duration and termination**

This agreement is valid as long as the data processor processes personal data on behalf of the data controller in accordance with the purpose stated in points 2 and 5 of the agreement.

In the event of a breach of this agreement or non-compliance with the Act relating to the Processing of Personal Data, the data controller may require that the data processor stops any further processing of the personal data with immediate effect.

4. The parties’ spheres of responsibility under the Personal Data Act and appurtenant regulations

In accordance with the Act relating to the Processing of Personal Data (hereafter referred to as the Personal Data Act), the data controller is regarded as the party which determines the purpose of the processing of personal data and which means are to be used, cf. section 2, point 4 of the Act. The data controller is responsible for ensuring compliance with the provisions of the Personal Data Act and appurtenant regulations, including the regulation on security. This also entails, among other things, that the data controller is responsible for ensuring compliance with the provisions related to the storage and use of personal data by the data processor, cf. section 15 of the Personal Data Act and section 2-15 of the Personal Data regulations.

The data processor is regarded as the party which processes personal data on behalf of the controller in accordance with section 2, point 5 of the Personal Data Act, and may only process personal data provided by the data controller in accordance with this agreement, cf. section 15 of the Personal Data Act. Any other use of the personal data must be agreed on in advance with the data controller, separately and in writing.

The data processor is required to ensure that the personal data provided by the data controller are kept separate from its own and others’ data and services, unless otherwise agreed in writing.

On expiry of the agreement, the data processor must ensure that all personal data provided by the data controller are destroyed/erased. Rather than destroying the material, the data processor may return all of the material received in connection with the personal data to the data controller.

5. Description of the purpose of using a data processor

The data processor may only process the personal data in accordance with the purposes determined by the data controller and in keeping with the terms stipulated in this agreement:

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*(This section MUST be filled out. Please provide a detailed description of the purpose of the use of the data processing regulated in this agreement. Any links with other data sets must be approved by the data controller. The only exception to the requirement of a description of the use is if the links are anonymized – i.e. it is not possible to identify a particular person based on the data.*

*If the purpose of the use of the data is stated in other agreements, such as contracts signed between the University Center for Information Technology/the University of Oslo and the data controller/data processor, a reference may be made to these agreements instead of describing the purpose of the data processing.)*

6. Specification of relevant data

*(This section MUST be filled out. The specification must state which type of data will be processed and whether or not any of the data are directly identifiable (i.e. if the data appear anonymous, but where it is actually possible to trace back and find out whom the data/information applies to.).*

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If the data controller finds it necessary to change the data or adds a new set of data to the data already processed, the controller must conduct a new security assessment. If the change is substantial, or when a new set of data has been added, the data controller is required to signing a new agreement.

7. Requirements regarding information security

The data processor must satisfy the requirements regarding security measures set out in the Personal Data Act and appurtenant regulations, including in particular sections 13-15 of the Personal Data Act and appurtenant regulations, as well as the IT security handbook and IT regulations for the University of Oslo. The data processor must document the routines and other measures established to satisfy these requirements. The documentation must be made available at the request of the data controller.

To comply with the provision on notification of deviation in section 2-6 of the regulations on the Personal Data Act, the data processor shall notify the data controller of the deviation as soon as possible. The data controller is responsible for notifying the Norwegian Data Protection Authority of the deviation.

8. Use of subcontractors

If one of the parties engages an outside supplier (subcontractor) to perform services in connection with this agreement, the party bears full responsibility for the performance of these services as if it had performed the services itself. The data processor must ensure that the subcontractor signs and agrees to comply with the data controller’s data processing agreement.

The names of any subcontractors must be stated here:

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9. Duty of confidentiality

The parties must keep secret all confidential information, individuals’ personal circumstances, security and business-related circumstances, information that may do harm to one of the parties or may be misused by any third parties.

The duty of confidentiality applies to the parties’ employees and others who act on behalf of the parties in connection with the contract. All employees must have signed a declaration of non-disclosure of confidential information.

The parties are obliged to take the necessary precautions to ensure that the data or information are not made known to others in contravention of this point. Employees and others that resign their position with the data processor(s) must be subject to a duty of confidentiality with regard to the above, including after they have left their position.

This provision also applies after the expiry of the agreement.

10. Breach

Breach of the agreement has occurred when one of the parties fails to satisfy the obligations and requirements set out in this agreement, and when this is not due to circumstances for which the other party is responsible or liable. If one of the parties wishes to declare a breach, the other party must be notified of this without undue delay.

In the event of a breach, the injured party may withhold its required services, but not more than is clearly required to mitigate the effects of the breach, and only until the circumstances are brought into compliance with the agreement.

If a material breach has occurred, the other party may – after giving written notification and a reasonable deadline by which to remedy the circumstances – terminate all or parts of the agreement with immediate effect and demand compensation for any loss incurred as a result.

11. Choice of law and place of jurisdiction

The rights and obligations of the parties under this agreement are determined in their entirety by Norwegian law. Any disputes arising from this agreement are to be handled by the ordinary courts. The place of jurisdiction will be the Oslo District Court.

12. Signatures

This agreement is signed in two – 2 – originals, with each party retaining one – 1 – original.

Oslo, date: ………………………………… Oslo, date: …………………………………..

Name: ………………………………………... Name: …………………………………………

(please print) (please print)

Position: ……………………………………. Position: ………………………………………

…………………………………………………… …………………………………………………………

Data controller (signature) Data processor (signature)