

## Agreement on transfer of personal data between inependent controllers

between

[Name of institution/company]

[Org. no.]

[Address]

(hereinafter referred to as «Transferor»)

and

[Name of institution/company]

[Org. no.]

[Address]

(hereinafter referred to as «Transferee»)

## Object of the agreement

The parties have entered into an agreement on project cooperation (the “Main Agreement”) which involves transferring and sharing of personal data between the parties. The parties are independent controllers for the personal data transferred, as each party independently determine the purposes and means of their processing.

This agreement on transfer of personal data (the «Agreement») regulates the parties’ responsibilities when personal data are collected and shared between them under the Main Agreement. The purpose of the Agreement is to ensure that personal data is processed in accordance with Regulation 2016/679/EU (the “GDPR”) and other applicable privacy legislation. The Agreement shall ensure that the personal data is not used illegally, unlawfully or in ways that lead to unauthorized access, alteration, deletion, damage, loss, or inaccessibility.

In the event of conflict, the terms of this Agreement will take precedence over the parties’ privacy policy and the terms of the Main Agreement entered into between the parties.

## Purpose limitation

The purpose of the transfer of personal data is to carry out the project cooperation as described in the Main Agreement. A more detailed description of each party’s purposes with the transfer is set out in Appendix 1. The parties shall not transfer personal data or process the transferred personal data for any other purpose than set out in this Agreement unless otherwise prescribed by mandatory law or agreed in writing between the parties.

## Types of information and categories of data subjects

An overview of the types of personal data that will be transferred and the relevant categories of data subjects are set out in in Appendix 1. This cannot be changed without a written agreement between the parties.

1. **Compliance with the GDPR and other applicable privacy legislation**

By signing this Agreement, the parties confirm the following:

* The parties shall comply with all provisions in the GDPR and other applicable privacy legislation in relation to the transfer and further processing of personal data under this Agreement, including, but not limited to, compliance with the principles relating to processing of personal data as set out in the GDPR article 5.
* The parties shall have a valid legal basis in accordance with the GDPR articles 6, 9, and 10 for the processing of personal data under this Agreement, including collection and transfer of the personal data to the other party.
* The parties shall ensure that the personal data transferred is accurate, complete, and up to date, and that the personal data is rectified, erased, or supplemented without undue delay if they are incorrect, outdated, or incomplete.
* The parties shall implement appropriate technical, physical, and organisational measures to ensure a level of security as required by the GDPR article 32 and which is appropriate to the risk, including to protect personal data transferred under this Agreement against unauthorized access, alteration, deletion, damage, loss, or inaccessibility.
* If a party discovers errors or data breach in relation to the transfer of personal data under this Agreement, that party discovering the error shall immediately inform the other party.
* The parties shall keep each other informed about important circumstances affecting the transfer of personal data under this Agreement, including circumstances that affect or are able to affect a party’s ability to process personal data in accordance with this Agreement or fulfil the requirements in the GDPR or other applicable privacy legislation.

1. **The rights of the data subjects**

Each party shall respect the data subjects’ rights as specified in the GDPR Chapter III and other applicable privacy legislation. Each party shall ensure that the data subjects are provided with clear and sufficient information about the processing of personal data in accordance with the GDPR articles 12 to 14. The parties shall assist each other to the extent relevant and necessary for the parties to be able to comply with their obligations towards the data subjects.

1. **Duty of confidentiality**

The content of the Agreement and the personal data transferred shall be treated as confidential and not be shared with third parties without consent from the other party or as required by mandatory law. Both parties shall ensure that the personal data transferred under this Agreement is made available only to the parties’ employees or other affiliated persons who have a documented need for such access to the personal data. Each party shall also ensure that such employees or other persons who are authorised to process the personal data are subject to a duty of confidentiality with regards to personal data accessed under this Agreement. This provision also applies after the expiration of the Agreement. The duty of confidentiality includes the employees of third parties carrying out maintenance of (or similar tasks related to) systems, equipment, networks, or buildings used by the parties to carry out the project cooperation under the Main Agreement.

## Processors

If the parties use processors in relation to the processing of the personal data transferred under this Agreement, they shall ensure that the processor is providing sufficient guarantees to implement appropriate technical and organisational measures in such a manner that the processing will meet the requirements of the GDPR and other applicable privacy legislation. The parties shall also ensure that they enter into a valid data processing agreement in accordance with the GDPR article 28 with their processors and that this data processing agreement imposes on the processor all obligations set out in this Agreement.

## Transfers to countries outside the EU/EEA

If the parties transfer personal data transferred under this Agreement to a third country outside the EU/EEA, they shall ensure that such transfer is in accordance with the rules set out in the GDPR Chapter V. This also includes remote access from third countries. An overview of the third countries to which the personal data will be transferred and the basis for such transfer is set out in Appendix 1.

## Breach and liability

If the parties do not fulfil their obligations under this Agreement, it is considered a breach of this Agreement and the Main Agreement. In case of such breach caused by the failure or negligence of a party, the other party may terminate the Agreement and Main Agreement with immediate effect.

Each party can claim compensation for direct financial loss, including administrative fines and claims for compensation, suffered as a consequence of the other party’s breach of its obligations under this Agreement or the GDPR or other applicable privacy legislation. Compensation cannot be claimed for indirect loss. Indirect loss includes, but is not limited to, lost profits, lost savings, and loss due to data loss. Total compensation per calendar year is limited to a fixed amount of one million Norwegian kroner (1 MNOK). The above-mentioned limitations do not apply in the event of gross negligence or wilful misconduct. The parties are similarly liable to the other party if the financial loss is caused by illegal or unlawful processing of personal data on part of a processor.

## Duration of the Agreement

This Agreement applies for as long as the Main Agreement is in force, or as long as the Transferee processes personal data received from the Transferor in accordance with this Agreement.

## Contact

The contact persons of the parties for questions and communications related to this Agreement are set out in Appendix 1.

## Choice of law, disputes, and legal venue

The parties’ rights and obligations under this Agreement are determined in full by Norwegian law. Any disputes arising out of this Agreement shall first be sought to be resolved through negotiations. If the parties do not reach agreement through negotiations, the dispute will be resolved with binding effect by Oslo District Court in Norway. If both parties are state universities or university colleges, the dispute will be resolved with binding effect by the Ministry of Education and Research. Either party may require that the dispute be sent to the Ministry.

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This Agreement is made in 2 – two copies, one for each party.

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| --- | --- |
| Place and date: | Place and date: |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  On behalf of the Transferor | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  On behalf of the Transferee |
| Name: | Name: |
| Position: | Position: |

## Appendix 1

## Purpose

The purpose of the Transferor’s transfer of personal data under this Agreement is:

[Describe the Transferor’s purpose of the transfer. As a general rule, this will be to carry out the project cooperation under the Main Agreement.]

The purpose of the Transferee’s receipt of the personal data under the Agreement is:

[Describe the Transferee’s purpose with the transfer, including what the Transferee will use the data for. As a general rule, this will be to carry out the project cooperation under the Main Agreement.]

## Categories of data subjects

[Describe the categories of data subjects of whom personal data is transferred, such as employees, students, suppliers, etc.]

## Types of personal data

[Describe the types of personal data transferred in relation to the data subjects, for example name, addresses, phone numbers, e-mails, etc. If relevant, please also indicate whether any special categories of data are transferred, such as health data, ethnic origin, political opinions, etc.]

## Transfers to countries outside the EU/EEA

The parties will transfer personal data to or use processors located in the following countries outside the EU/EEA:

|  |  |  |  |
| --- | --- | --- | --- |
| **Importer/processor** | **Exporter/controller** | **Country** | **Basis for transfer** |
| [Microsoft Azure] | [Transferee] | [USA] | [Data Privacy Framework] |
|  |  |  |  |
|  |  |  |  |

## Contacts

Contact person for Transferor: [Name, e-mail, phone]

Contact person for Transferee: [Name, e-mail, phone]