**JOINT DATA CONTROLLER AGREEMENT**

According to applicable Norwegian personal data legislation and EUs General Data Protection Regulation 2016/679 of 27 April 2016 (“GDPR”)

**[*Sub-title related to the specific project*]**

**(“Main agreement”)**

between

**Norwegian School of Sport Sciences**

*org.no 971526033*

 **“NIH”**

and

**[*Name of institution/company*]**

[*org.no.*]

 **(“Name2”)**

[*Several institutions/companies can be added depending on the underlying conditions/project*]

*Text in italics should be removed and replaced with relevant text, or with one of several alternatives where applicable.*

## Purpose of the Agreement

This agreement for the joint control of personal data between two data controllers (the “Agreement”) sets out the parties’ respective responsibility for compliance with applicable personal data legislation when the use or processing of personal data between the parties in connection with the specific relationship/ project as stated on the first page of the Agreement (the “Main Agreement”) indicates that there is a joint controller responsibility between the parties.

The parties are jointly responsible for the processing of personal data processed under this Agreement, as the parties jointly determine the purpose of the processing of personal data and the means to be used, cf. Article 26 of the GDPR.

The agreement establishes the contractual arrangement required by Article 26 of the GDPR and establishes each of the parties respective responsibilities to comply with the obligations of the GDPR, in particular with regard to the exercise of the data subjects' rights and the obligation of the parties to comply with the information requirements of Articles 13 and 14 of the GDPR.

In the event of conflicting terms, the terms of this Agreement shall take precedence over the parties’ respective privacy policies or terms in other agreements entered into between the parties in connection with the data processing which is the subject of this Agreement.

The purpose of the data processing, the types of personal data that will be processed, the relevant category of data subjects, as well as a general description of each party's respective roles in connection with the data processing and the obligations that apply to data processors under Chapter 4 of the GDPR, are set out in the Annex 1to the Agreement. These conditions cannot be changed by either party without a new agreement or an amendment to the Agreement being signed by both parties.

## Purpose Limitation

The parties shall not process personal data for any other purposes than the ones specified in this Agreement, unless otherwise provided by statutory obligations.

## Compliance with applicable Privacy Legislation

By entering into this Agreement, each party agrees that:

* The parties shall comply with all requirements of applicable privacy legislation with regard to the processing of personal data in relation to this Agreement, including the obligation to carry out risk assessments and to enter into data processing agreements with its data processors.
* They in accordance with GDPR Article 32 shall take satisfactory technical, physical, and organizational safeguards to protect personal data comprised by this Agreement from unauthorized use, or access, alteration, deletion, damage, loss or inaccessibility.
* If a party discovers errors or signs of errors in connection with the transfer of personal data under this Agreement, the party that discovers the error shall immediately inform the other party, and take reasonable remedial action to remedy the error(s).
* Each party has a sufficient legal basis for its respective processing of personal data as specified in this Agreement, in accordance with GDPR Article 6.
* In consultation with the other party, comply with the obligation in GDPR Articles 33 and 34 to report nonconformities to the Norwegian Data Protection Authority (Datatisynet) and to the data subjects, respectively, when the conditions for such notification exist in each case.

## The rights of registered subjects

Each party shall respect the rights of the data subjects as regulated in GDPR Chapter 3.

Each Party shall ensure that clear and sufficient information on the processing of personal data is made available to the registered individuals, in accordance with Article 12-14 of the GDPR.

In respect of compliance with this duty of disclosure, each Party shall make the essential content of the Agreement between the Joint Processing Parties available to the data subjects in accordance with the GDPR Article 26, as a minimum. This means that the following information shall be given as a minimum:

* information that there is a joint processing responsibility
* who the joint processors are
* information on the most important roles of the respective processors in the processing of personal data on the data subjects
* that each controller is required to fulfill the data subjects' rights under GDPR Chapter 3
* the contact point for the data subjects, cf. section 14

## Confidentiality

The content of the Agreement and the information being processed are subject to confidentiality between the parties. However, each Party may share information about the Agreement and the information with advisors and subcontractors to the extent deemed necessary for the fulfillment of their respective tasks by the respective Party, provided that the recipient party is subject to a equivalent confidentiality obligation as set forth in this provision. Each Party may also share such information as set out in Section 4 with the data subjects.

Norwegian law may limit the extent of the duty of confidentiality for each of the parties.

## Obligation to provide information and attend meetings

Each party is obliged to keep the other party informed on an ongoing basis of relevant information in connection with the parties' respective responsibilities under the Agreement. This is especially true when receiving inquiries from registered individuals regarding the exercise of the data subjects' rights to rectification and deletion, etc. pursuant to Chapter 3 of the GDPR, or by a party's implementation of its own measures to comply with those rights to the extent that it may be presumed that this may be of significance to the other party. This applies further to any inquiries from the Data Protection Agency (Datatilsynet) with a request for information, notification of inspection etc.

Each party has the right to summon the other party to a meeting to discuss matters in the exercise of the joint treatment responsibility with a minimum of 10 – ten – working days written notice. The notice must follow a proposal for a meeting agenda. Meetings may not be required more frequently than once in the first quarter, unless there are specific reasons justifying more frequent meetings.

## Duty to notify in case of security breach

Each party shall, without undue delay, notify the other party if personal data processed by the respective party is exposed to a breach of security that involves the risk of violations of the data subjects' privacy (GDPR Articles 33 and 34).

The notification to the other party shall include, as a minimum, information describing the breach, which data subjects are affected by the breach, what personal information is affected by the breach, what immediate action has been taken to deal with the breach, and any preventive measures that may have been taken to avoid it similar events in the future.

The party responsible for the system or process underlying the breach in question is responsible for notifying the breach of notification as a nonconformity to the Data Protection Agency where this is required by Article 33 of the GDPR, or to those registered in accordance to Article 34. To the extent that time permits it based on statutory deadlines, the other party shall be convened before notice is sent. A copy of the notice must be sent to the other party.

## Subcontractors

Each party is obliged to enter into its own data processing agreements with any suppliers or subcontractors that regulate their processing of personal data as data processor on behalf of the relevant party. Data processing agreements shall satisfy all requirements under Article 28 of the GDPR and furthermore, carry out all the duties necessary for the respective controller to fulfill his obligations to the other party.

Each party must verify that its own data processors comply with their contractual obligations, in particular that information security is satisfactory and that subcontractor employees are aware of their obligations and fulfill them.

At the time of the agreement, the parties agree on the use of data processors as specified in Annex 1 to the Agreement. Changes in the use of data processors must be approved in advance by the other party before new agreements are entered into. A copy of the data processing agreements entered into shall be submitted to the other party upon request.

## Transfer to countries outside the EU/EEA

*Note: If the Agreement means that personal data that is processed can be transferred to countries outside the EU/EEA (third country), such transfer can only take place under certain conditions. The rules on transfer to third countries can be found in GDPR Articles 45-47 and 49. Note that the Privacy Shield framework no longer is a lawful basis for transfer of personal data to companies in the USA. These rules include, inter alia, that the transfer will be legal if the transfer is to an EU-approved third country.*

*Include if relevant:*

Personal data processed under this Agreement will be transferred to, or accessed from, the following recipient countries outside the EU / EEA:

 …………………………………………………………………………………………………... *(recipient country name)*

The legal basis for the transfer of personal data to the said recipient countries outside the EU / EEA is:

…………………………………………………………………………………………………... *(brief explanation of the transfer basis)*

##  Security Audits

The Parties shall regularly carry out security audits of their own work in securing personal data against unauthorized or illegal access, alteration, deletion, damage, loss or unavailability.

The parties shall carry out security audits of the information security in the enterprise. Security audits shall include the party's security objectives and security strategy, security organization, guidelines and procedures for security work, established technical, physical and organizational security measures and work on information security with subcontractors. It shall also include routines for notification of joint treatment officers in case of security breaches and routines for testing of contingency and continuity plans.

The parties shall document the security audits. On request, each of the processors shall be given access to the other processors' audit reports.

If an independent third party conducts security audits with one party, the other party shall be informed of the auditor used and, upon request, access summaries of the audit reports.

*Note: The parties can agree that the respective processing providers themselves carry out security audits with the other party, possibly also how costs incurred in connection with such audits should be distributed. This can be included here, or in the Main Agreement.*

##  Breach

In the event of a material breach of the terms of this Agreement due to errors or negligence by one party, the other party may terminate the Agreement and the Main Agreement with immediate effect.

##  Compensation

Either party may claim compensation for any direct financial loss that can be attributed to breach of the other party's obligations under the Agreement. Compensation cannot be claimed for indirect losses. Indirect losses include, but are not limited to, lost profits, lost savings, losses due to data loss and third party claims.

Total compensation per calendar year is limited to:

*Note: Choose the appropriate option depending on the project/agreement:*

*Option 1:*

an amount corresponding to total annual remuneration excl. value added tax under the Main Agreement.

*Option 2:*

an amount set at one million Norwegian kroner (NOK 1 million)

The aforementioned limitations on compensation do not apply in the event of gross negligence or intent.

##  The Agreements duration

This Agreement applies as long as the Main Agreement is in force and thereafter as long as at least one of the parties continues to process personal data originating in the Main Agreement.

When all processing of the parties' respective processing of personal data under the Agreement has ceased, each of the parties is obliged to document to the other party that the relevant personal data has been deleted in accordance with Article 17 of the GDPR.

##  Contacts

The contact at [*Name 1*] for questions related to this Agreement is: \_\_\_\_\_\_\_\_\_\_\_.

*[Unit, position, contact information, address, telephone and email]*

The contact at [*Name 2*] for questions related to this Agreement is: \_\_\_\_\_\_\_\_\_\_\_.

 *[Unit, position, contact information, address, telephone and email]*

*[The following paragraph is included if appropriate between the parties (optional). Note that each of the parties is in any case responsible for complying with the rights of the data subject in the case of inquiries from the data subjects, cf. section 4.]*

The contact point of data subjects for the processing of personal data related to this Agreement shall be: \_\_\_\_\_\_\_\_\_\_\_.

[*Unit, position, contact information, address, telephone and email*]

##  Choice of Law and Venue

*Note: Choose the appropriate option depending on the contracting party:*

*Option 1 - applies when UiO's counterparty is a private entrant/non-governmental university or college:*

The agreement is governed by Norwegian law. The parties adopt *[enter name of district court]* as venue.

*Option 2 - applies when UiO's counterparty is another state university or college.*

The agreement is governed by Norwegian law. Any disputes arising out of this Agreement shall first be tried resolved through negotiation. If the parties do not reach agreement through negotiations, the dispute shall be resolved with binding effect by the *Ministry of Education/Oslo District Court.* Either party may request that the dispute be forwarded to the *Ministry/District Court.*

\*\*\*

This Agreement is in 2 – two – copies, each of the parties retain their own copy.

Place and date

………………………..

On behalf of [Name 1] On behalf of [Name 2]

……………………….. ………………………

(Signature) (Signature)

**ANNEX 1 – SPECIFICATION OF THE DATA PROCESSING**

## 1. Purpose

The purpose of the parties' processing of personal data under the Agreement is:

*Note: Clearly state what the parties' purpose of the data processing is. If the purpose is stated in another agreement between the parties, it may be referred to.*

## 2. Types of personal data

The following types of personal data will be processed by the parties under the Agreement:

*Note: Give a brief (preferably point by point) overview of the main types of personal data that will be processed by the parties. Indicate whether they are sensitive and whether the data is directly identifiable or unidentified (ie. if the data appears anonymous, but where one can actually go back and find out who the data/information applies to).*

## 3. Categories of registrered subjects/data subjects

The personal data processed under the Agreement relate to the following categories of data subjects:

*Note: Give a brief overview of who the information applies to, such as students and staff at the institution.*

## 4. Description of roles

*[Name 1]* will mainly have the following role and perform the following processing activities under the Agreement:

*Note: Provide an overall description of the party's role in relation to data processing and the main types of processing activities he or she will perform.*

*[Name 2]* will mainly have the following role and perform the following processing activities under the Agreement:

*Note: Provide an overall description of the party's role in relation to data processing and the main types of processing activities he or she will perform.*

## 5. Approved Data Processors

The parties have agreed that the following data processors may be used by the respective parties under the Agreement:

*[Name 1’s]* data processors:

*[Specification of any authorized data processors.]*

*[Name 2’s]* data processors:

*[Specification of any authorized data processors.]*