**AGREEMENT FOR TRANSFER OF PERSONAL DATA**

**(DATA TRANSFER AGREEMENT)**

**BETWEEN INDEPENDENT DATA CONTROLLERS**

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 concrete project*]**

between

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

[*org.no*.]

 **(“Transferor”)**

and

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

[*org.no.*]

 **(“Transferee”)**

*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 transfer of personal data between two data controllers (the “Agreement”) sets out the parties’ respective responsibility for compliance with applicable personal data legislation when personal data is exchanged between the parties in connection with the specific relationship/ project as stated on the first page of the Agreement (the “Main Agreement”).

The parties are independent controllers of the personal data transferred under this Agreement, as each party independently determines the purpose of the processing of the personal data and the means to be used, cf. GDPR Article 4 (7).

This Agreement shall ensure that 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 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 transfer which is the subject of this Agreement.

Each of the parties' purposes of the data transfer, the types of personal data that will be transferred and the relevant categories of data subjects are stated in Appendix 1 of the Agreement. These conditions cannot be changed by either party without a new agreement, or an amendment attachment to the Agreement, being signed.

## Purpose Limitation

Transferee shall not process the personal data received for any purposes other than those specified in the 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 it 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.

## Rights of the Data Subjects

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

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

## Duty of Confidentiality

The content of the Agreement and the data transferred are subject to a duty of confidentiality for both parties. However, each of the parties may share information on the Agreement and the data with advisers and subcontractors to the extent necessary for the performance of their duties for the respective party, provided that the recipient of such information is made subject to a corresponding duty of confidentiality as set out by this provision.

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

## Data Transfer to Countries outside the EU/EEA

*Comment: If the Agreement implies that personal data transferred from the Transferor to the Transferee may be transferred to countries outside the EU/EEA (third countries), such transfer can only take place on certain conditions. The rules on transfer to third countries can be found in GDPR Articles 45-47 and 49. These rules include, inter alia, that the transfer will be legal if the transfer is to an EU-approved third country or on the basis of the EU Standard Contractual Clauses for the transfer of personal data to a controller in third countries.*

*Include only if relevant:*

Personal data transferred from Transferor to Transferee pursuant to this Agreement will be transferred to, or accessed from, the following recipient country outside the EU/EEA:

…………………………………………………………………………………………………... (name of recipient country).

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

……………………………………………………………………………………………… (brief description of the transfer basis).

## Termination for Breach

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

## Compensation

Each party may claim compensation for any direct financial loss that is attributable to a breach of the other party’s obligations under the Agreement. Compensation cannot be claimed for indirect loss. Indirect loss includes, but is not limited to, lost profits, lost savings, loss due to data loss and third party claims.

Total compensation per calendar year is limited to

*Comment: Choose appropriate alternative depending on project/agreement:*

*Alternative 1:*

an amount equal to the total annual remuneration excl. VAT under the Main Agreement.

*Alternative 2:*

a fixed amount of one million NOK (1 MNOK).

The above-mentioned limitations do not apply in the event of gross negligence or willful misconduct.

## Term of Agreement

This Agreement remains in force for as long as the Main Agreement is in effect and thereafter for as long as the Transferee continues processing personal data received from the Transferor in accordance with the Agreement.

## Contact Persons

Transferor’s contact person for questions related to this Agreement is: \_\_\_\_\_\_\_\_\_\_\_.

[*Unit, position, contact information, address, telephone number and e-mail*]

Transferee’s contact person for questions related to this Agreement is: \_\_\_\_\_\_\_\_\_\_\_.

[*Unit, position, contact information, address, telephone number and e-mail*]

## Choice of Law and Jurisdiction

*Comment: Choose appropriate alternative depending on contracting party:*

*Alternative 1 – to be chosen when NTNU’s contracting party is a private* *actor / non-governmental university or college:*

The Agreement is governed by Norwegian law. The parties agree on [*insert agreed venue*] as the applicable legal venue.

*Alternative 2 – to be chosen when NTNU’s contracting party is another governmental university or college:*

The Agreement is governed by Norwegian law. Any disputes arising out of this Agreement shall first be attempted to be resolved through negotiations. If the parties do not come to agreement through negotiations, the dispute shall be resolved with binding effect by the Ministry of Education and Research. Each party may require that the dispute be submitted to the Ministry.

\*\*\*

This Agreement is executed in two – 2 – copies, of which the parties retain one copy each.

Place, date

………………………..

On behalf of Transferor On behalf of Transferee

……………………….. ………………………

(*signature*) (*signature*)

**APPENDIX 1 – SPECIFICATION OF THE DATA TRANSFER**

## 1. Purpose

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

*Comment: Specify in a clear and unambiguous manner the Transferor’s purpose of the data transfer. If the purpose is stated in another agreement between the parties, it can be referred to such an agreement.*

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

*Comment: Specify in a clear and unambiguous manner the Transferee’s purpose of the data transfer, including for what purposes the Transferee will use the data. If the purpose is stated in another agreement between the parties, it can be referred to such an agreement.*

## 2. Types of Personal Data

The following types of personal data will be transferred from Transferor to Transferee under this Agreement*:*

*Comment: Provide a brief (preferably point-by-point) overview of the main categories of personal data that the Transferor will transfer to the Transferee. Specify whether they are sensitive and whether the data is directly identifiable or unidentified (i.e., if the data appears anonymous, but where one can actually go back and find out to whom the data/information relates).*

## 3. Categories of Data Subjects

The personal data transferred under this Agreement relates to the following categories of data subjects:

*Comment: Provide a brief overview over to whom the personal data relates, for example students and employees at the institution.*