

(1) INNOVATION NORWAY

- and -

(2) [COMPANY NAME]

DATA PROCESSING AGREEMENT

in accordance with

the GDPR Article 28

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THIS DATA PROCESSING AGREEMENT is entered into

BETWEEN:

- (1) **INNOVATION NORWAY** (organization number 986 399 445), Akersgata 13, 0158 Oslo, Norway (“**Controller**”); and
- (2) **[COMPANY NAME]** (organization number **[number]**), **[address]**, **[country]** («**Processor**»)

THE FOLLOWING IS AGREED:

1 DEFINITIONS

- 1.1 “**Agreement**” means the agreement between the Processor and the Controller regarding supply of Services set out in schedule 1;
- 1.2 “**Controller**” has the meaning ascribed to it above and designates the party who determines the purpose of the processing of Personal Data and the means to be used;
- 1.3 “**Data Processing Agreement**” means this data processing agreement and all schedules;
- 1.4 “**Data Subject**” means the person to whom Personal Data may be linked;
- 1.5 “**GDPR**” means the General Data Protection Regulation (regulation (EU) 2016/679);
- 1.6 “**Personal Data**” means any information relating to an identified or identifiable natural person (cf. the GDPR Article 4 paragraph 1);
- 1.7 “**Processor**” has the meaning ascribed to it above and designates the party who processes Personal Data on behalf of the Controller;
- 1.8 “**Services**” means the services to be supplied by the Processor to the Controller pursuant to the Agreement; and
- 1.9 “**Sub-Processor**” means a third party which the Processor uses in relation to the processing of Personal Data.

2 BACKGROUND AND PURPOSE

- 2.1 The Processor’s supply of Services to the Controller pursuant to the Agreement, presupposes that the Processor must process Personal Data on behalf of the Controller.
- 2.2 The purpose of the Data Processing Agreement is to fulfil the requirements set out in the GDPR article 28.

3 SCOPE OF THE PROCESSING

- 3.1 The Processor shall process the Personal Data relating to the Data Subjects as set out in schedule 1 and in accordance with the Controller’s instructions from time to time. The Processor shall be able to document such instructions if requested.
- 3.2 The scope of the Processor’s processing is set out in this Data Processing Agreement read in conjunction with the Agreement and includes everything that is necessary in order for the Processor to supply the Services pursuant to the Agreement.

- 3.3 The processing of Personal Data may be done manually or in the Processor's electronic systems. The Personal Data may not be transferred to any third party for storage, adaption or other processing without the Controller's prior authorisation, cf. clause 6.
- 3.4 Both parties are obligated to cooperate to ensure that all processing of Personal Data pursuant to this Data Processing Agreement from to time complies with the Norwegian Personal Data Act, the GDPR and other applicable regulatory framework regarding processing of Personal Data (including relevant guidelines, orders and licenses from the relevant supervisory authority, cf. the GDPR Article 55).
- 3.5 The Processor shall immediately inform the Controller if, in its opinion, an instruction from the Controller infringes the Norwegian Personal Data Act, the GDPR or other applicable regulatory framework regarding processing of Personal Data. The Processor is, however, obligated to perform its duties under this Data Processing Agreement and any instructions by the Controller regardless its opinion on non-compliance.

4 SECURITY OF PROCESSING AND PERSONAL DATA BREACHES

- 4.1 The Processor shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, cf. the GDPR Article 32. The Processor's documented technical and organisational measures are set out in schedule 1 and shall be accessible to the Controller and the supervisory authorities.
- 4.2 Audits shall be performed regularly, and the parties shall agree on when security audits shall be performed. Audits may comprise review of routines and processes, inspections, tests and more comprehensive controls.
- 4.3 Breaches of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise processed, that the Processor becomes aware of, shall immediately be notified in writing to the Controller. The Processor's notification to the Controller shall at least:
 - 4.3.1 describe the nature of the Personal Data breach including where possible, the categories and approximate number of data subjects concerned and the categories and approximate number of Personal Data records concerned;
 - 4.3.2 communicate the name and contact details of the data protection officer or other contact point where more information can be obtained;
 - 4.3.3 describe the likely consequences of the Personal Data breach;
 - 4.3.4 describe the measures taken or proposed to be taken to address the Personal Data breach, including, where appropriate, measures to mitigate its possible adverse effects; and
 - 4.3.5 contain any other information necessary in order for the Controller to fulfil its obligations as Controller.
- 4.4 If not all information above may be given in the first notification, the information shall be provided as soon as possible.
- 4.5 The Controller is responsible for notifying the relevant supervisory authority and the Processor is not to contact or notify the supervisory authority without the explicit instruction by the Controller.

5 CONFIDENTIALITY

- 5.1 The Processor has a duty of confidentiality with respect to the Personal Data and other information the Processor has access to or receives in connection with the supply of Services and shall ensure that persons authorised to process the Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.
- 5.2 This clause also applies after termination or expiry of the Data Processing Agreement, cf. the Innovation Norway Act section 27.

6 USE OF SUB-PROCESSORS

- 6.1 The Processor shall not engage, add or replace a Sub-Processor without the prior specific or general written authorisation of the Controller. In the case of a general written authorisation:
 - 6.1.1 this shall be expressly set out in schedule 1; and
 - 6.1.2 the Processor shall inform the Controller of any intended changes concerning the addition or replacement of Sub-Processors, thereby giving the controller the opportunity to object to such changes.
- 6.2 In order for the Controller to be able to carry out a proper assessment pursuant to clause 6.1, the Processor is obligated to:
 - 6.2.1 provide information about the Sub-Processor's business;
 - 6.2.2 provide the Controller with a copy of the sub-processing agreement with the Sub-Processor; and
 - 6.2.3 provide other information reasonably requested by the Controller.
- 6.3 Where the Processor is authorised to engage a Sub-Processor, the same data protection obligations as set out in this Data Processing Agreement shall be imposed on that Sub-Processor. The Controller and the Processor shall ensure that the information regarding Sub-Processors in schedule 1 is updated or that the Controller by other means at has access to updated information regarding the Sub-Processors from time to time used by the Processor.
- 6.4 The parties acknowledge that cross border transfers of Personal Data may require compliance with certain regulatory requirements, cf. the GDPR Chapter V.
- 6.5 Where that a Sub-Processor fails to fulfil its data protection obligations, the Processor shall remain fully liable to the Controller for the performance of that Sub-Processor's obligations.

7 CONTROL OVER PERSONAL DATA AND ACCESS TO SYSTEMS

- 7.1 The Controller shall at all times have:
 - 7.1.1 full control over the Personal Data processed by the Processor and any Sub-Processor; and
 - 7.1.2 right to access and inspect the Personal Data processed by the Processor and any Sub-Processor pursuant to this Data Processing Agreement and the systems used for this purpose.

7.2 The Processor is obligated to provide all necessary assistance in order for the Controller to exercise its rights pursuant to clause 7.

7.3 The Controller shall at any time have the legal rights to the Personal Data.

8 STORAGE AND DELETION OF PERSONAL DATA

8.1 The Controller may at any time demand that the Processor and/or a Sub-Processor:

8.1.1 makes available or returns the Personal Data to the Controller in the manner, in the format and at the time as determined by the Controller; and/or

8.1.2 deletes all databases, documents, data, discs, CDs, DVDs, back-up copies etc. containing Personal Data unless otherwise follows from mandatory Union or relevant member state law.

8.2 All costs relating to making available, returning and deleting shall be covered by the Processor.

8.3 The Processor shall, if requested by the Controller, document in writing that the deletion of the Personal Data Pursuant to clause 8.1.2 has been completed by the Processor and/or the Sub-Processors.

9 MISCELLANEOUS OBLIGATIONS FOR THE PROCESSOR

9.1 The Processor shall:

9.1.1 assist the Controller by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Controller's obligation to respond to requests for exercising the data subject's rights laid down in the GDPR Chapter III;

9.1.2 assist the Controller in ensuring compliance with the obligations pursuant to the GDPR Articles 32 to 36 taking into account the nature of processing and the information available to the processor;

9.1.3 make available to the Controller all information necessary to demonstrate compliance with the obligations laid down in the GDPR Article 28; and

9.1.4 maintain record of processing activities (log) which the Processor performs for the Controller (cf. the GDPR Article 30) and the Controller may at any time request a copy of the record.

10 BREACH

10.1 If the Processor and/or a Sub-Processor breaches with this Data Processing Agreement, the GDPR or other applicable regulatory framework regarding the processing of Personal Data, the Controller may:

10.1.1 order the Processor to cease further processing of the Personal Data with immediate effect; and

10.1.2 implement any necessary security measures to protect the Personal Data.

11 DURATION

- 11.1 The Data Processing Agreement will remain in force for as long as the Processor is processing Personal Data on behalf of the Controller.

12 AMENDMENTS TO THE DATA PROCESSING AGREEMENT

- 12.1 Any amendment to this Data Processing Agreement (including changes to the scope of the processing set out in schedule 1) must be done in writing.

13 GOVERNING LAW AND JURISDICTION

- 13.1 The Data Processing Agreement is governed by Norwegian law.
- 13.2 The district court in Oslo shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Data Processing Agreement.

14 SIGNATURE

- 14.1 The Data Processing Agreement is signed in schedule 1.

SCHEDULE 1 DESCRIPTION OF THE PROCESSING

Agreement:	Agreement dated [date] regarding [description]
Categories of Data Subjects:	<p>The Processor shall process Personal Data relating to the following categories of Data Subjects:</p> <ul style="list-style-type: none"> • [Employees] • [Customers] • [Prospects] • [Suppliers] • [...]
Personal Data:	<p>The Processor shall process the following types of Personal Data relating to the Data Subjects:</p> <ul style="list-style-type: none"> • [Name] • [Address] • [Telephone number] • [Email address] • [Social security number] • [Birth date] • [...]
Special categories of Personal Data:	<p>[No special categories of Personal Data will be processed by the Processor.]</p> <p>[The Processor shall process the following special categories of Personal Data relating to the Data Subjects:]</p> <ul style="list-style-type: none"> • [Racial or ethnic origin] • [Political opinions, religious or philosophical beliefs] • [Trade union membership] • [Genetic data, biometric data for the purpose of uniquely identifying a natural person] • [Data concerning health] • [Data concerning a natural person's sex life or sexual orientation] • [Data relating to criminal convictions and offences]

Sub-Processors:	<p>[The Processor does not use any Sub-Processors.]</p> <p>[The Controller consents to the Processor's use of the following Sub-Processors:]</p> <p>[Company name]</p> <p>[Address]</p> <p>[Organisation number]</p> <p>[Name and date of the data sub-processing agreement]</p> <p>[The Controller hereby provides the Processor with a general authorisation regarding the use of Sub-Processors. The Processor shall inform the Controller of any intended changes concerning the addition or replacement of Sub-Processors, thereby giving the Controller the opportunity to object to such changes.]</p>
Security of the processing	<p>[Description of the technical and organisational security measures implemented by the Processor or reference to attached documentations.]</p>

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INNOVATION NORWAY

[COMPANY NAME]

Place and date

Place and date

Signature

Signature

Name in CAPITAL LETTERS

Name in CAPITAL LETTERS

Title

Title