

Template for assessment of external DPAs

NO.	Subject	Requirement
1	The purpose of the treatment	The agreement shall state the purpose of processing personal data
2	Description of the treatment	The agreement shall describe how the treatment will take place
3	Categories of information	The agreement shall include a description of which categories of information are to be processed
4	Categories of registered	The agreement shall include a description of which categories of data subjects are to be processed
5	Instruction opportunity	The agreement shall ensure that the data processor can only process the personal data in the manner described in the agreement or instructions from the bank
6	Confidential treatment of information and confidentiality	The agreement shall ensure that the data processor and its employees, including consultants and others who are engaged by the data processor, have a duty of confidentiality if matters the person in question becomes aware of during the contractual relationship that require confidential processing of information. (NB! May follow from the main agreement)
7	Information security measures	The agreement shall ensure that the data processor meets the requirements for security measures set in accordance with current personal data regulations.
8	Access to personal information	The agreement shall ensure that only personnel with service needs at the data processor have access to the personal information.
9	The data processor's opportunity to use subcontractors	The agreement shall ensure that Norges Bank has the right to oppose the data processor's use of subcontractors
10	Data process agreement with subcontractor	The agreement shall ensure that the Data Processor shall ensure, and is responsible for that all who on behalf of the Data Processor perform assignments where the use of personal data is included, shall be familiar with the Data Processor's contractual obligations, and fulfill the conditions according to these.
11	Subcontractor's responsibility	The agreement shall ensure that the Data Processor is responsible for the subcontractor's performance of services in the same way as if the Data Processor itself was responsible for the performance.
12	The data processor's opportunity to transfer personal data outside the EEA area	The agreement shall ensure that the transfer of personal data to countries outside the EEA that are not considered to ensure an adequate level of protection under the Privacy Regulation ("Third States") or international organizations, cannot take place without the bank's consent.
13	Security audits / inspections	The agreement shall ensure Norges Bank the opportunity to carry out security audits / inspections
14	Access to information	The agreement shall ensure that Norges Bank has the right to access all information that is necessary to check the Data Processor's compliance with the personal data regulations and compliance with the data processor agreement.
15	Reporting of breaches of personal data security	The agreement shall ensure that breaches of personal data security are reported to Norges Bank immediately. Included a clear deadline that does not exceed 24 hours.
16	Deletion and return of personal data after the services related to the processing have been provided	The agreement shall ensure that the Data Processor is obliged to delete and return all personal information upon termination of the agreement.
17	Protection of the data subjectes' rights	The agreement shall ensure that the Data Processor is obliged to assist with any access requirements and other requirements from data subjects related to the handling of personal data.
18	Disclaimer	The agreement shall not contain liability clauses that transfer responsibility from the data processor to the data controller, when there are decisive errors on the part of the data processor.
19	Costs	It should be checked that the agreement does not impose unreasonable costs on Norges Bank in connection with the implementation of obligations under the Data Process Agreement.
20	Other relationships	Any other matters that should be considered