

Data Processor Agreement pursuant to the Personal Data Act

Data Processor Agreement

in accordance with Section 13, cf. Section 15 of the Personal Data Act and
Chapter 2 of the Personal Data Regulations

by and between

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The Controller

The Norwegian Directorate of Immigration (UDI)
(org.nr. 974 760 746)

and

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The Data Processor

Organization

(org.nr.)

1. Intention of the Agreement

The purpose of the Agreement is to regulate rights and obligations pursuant to the Norwegian Personal Act of 14 April 2000 No. 31 relating to the processing of personal data (the Personal Data Act) and the Regulations of 15 December 2000 No. 1265 (the Personal Data Regulations). The Agreement shall ensure that personal information relating to the data subjects is not used unlawfully, accessed by unauthorized persons or comes into the hands of a third party.

The Agreement regulates the Data Processor's use of personal data on behalf of the Controller including collection, registration, recording, alignment, compilation, storage and disclosure or a combination of such uses.

2. Purpose

The purpose of the Data Processor's processing of personal data on behalf of the Controller is to carry out DNA-analyses for Norwegian immigration authority (UDI).

The Data Processor shall carry out DNA-analyses for UDI and only process the personal data for the purpose of confirming or disproving a parent/child relationship. In some cases it may also be of interest to confirm or disprove other kinds of consanguinity, for instance a sibling relationship, a grandparent/ grandchild.

The personal data transferred to the Data Processor cannot be used for purposes other than to carry out DNA-analyses for The Norwegian Directorate of Immigration (UDI) and described in this Agreement.

The purpose of the processing cannot be amended by either party without signing a new Agreement.

2.1 Processing of personal data

Confidential information is to be dispatched in such a manner that the duty of confidentiality and data protection is maintained, and in the manner the Controller at any time designates. The Controller and the Data Processor are both responsible for the duty of confidentiality and data protection being maintained.

The Data Processor shall process the following personal data:

Date of birth, name, nationality, ethnicity, and relationships, application of, DNA-information and DUF-number/UDI reference no.

The Data Processor will carry out the processes of receiving requests, registration and storage of applications for DNA-analyses. Further, the Supplier / the Data Processor will carry out the DNA-analyses and send the results to the UDI.

Personal data accessible through this Agreement may never be re-used for any medical purposes or any other purposes by the Data Processor without explicit Agreement with the Controller or consent from the party involved. Electronic journals and written documentation resulting from the DNA analyses shall be kept stored in such a manner that they are not accessible to any persons except persons with a legitimate and work-related need for such access. Precautions for the prevention and hindrance of unnecessary access, use and copying, plus secure destruction of both paper copies and all means of storage shall be implemented. This also includes any back-up routines.

The Data Processor is required to have a secure access control system and an adequate physical security of the locations where personal data is being stored.

The Data Processor is required to have routines and systems that prevent samples from being confused, or prevent other mistakes between persons and cases from happening.

As Data Processor / the Supplier must at all times be able to present information regarding data protection related to handling of the personal data the Agreement includes, and be able to document that the data protection is satisfactory.

The purpose of the analysis is to establish relationships of consanguinity. No analysis shall be made of any other genetic material than that required for establishing the consanguinity.

The Controller is entitled to inspect all of The Data Processor's documents, systems and databases connected to the implementation of this Agreement. The Controller may demand that any breaches of security be assessed by an independent party. The Controller is charged any costs of such an assessment.

The Controller and The Data Processor shall assist each other in compilation and procurement of the documentation necessary for satisfying the current legislation's conditions of documentary evidence.

Samples must be stored for at least one year to enable additional analyses in relation to new family members submitting applications for family immigration. If an analysis is not carried out because one or more family members fail to appear for the provision of samples, it must be possible to analyse the received samples up to one year after the first samples were collected, should the remaining family members provide samples.

One year after a test is completed The Data Processor must destroy all samples and information concerning the donors.

Nobody except the UDI shall have access to the results of the analysis. Any information shall be given to no other than the UDI.

The personal data must not be used and paired with other information that is not connected to the case and within the purpose of the Agreement.

The Data Processor has no ownership rights of personal data, and hence cannot process these for their own purposes

A request for access of personal information connected to a case must be handled by the Controller.

Confidentiality shall also be maintained after the end of the contract period.

Breach of confidentiality will always be regarded as a material breach of contract.

3. The Data Processor's obligations

When processing personal data on behalf of the Controller, The Data Processor shall follow the routines and instructions stipulated by the Controller at any given time.

The Data Processor is obliged to give the Controller access to his written technical and organizational security measures and to provide assistance so that the Controller can fulfill his responsibilities pursuant to the Act and the Regulations.

Unless otherwise agreed or pursuant to statutory regulations, The Data Processor is entitled to access all personal data being processed on behalf of the Controller and the systems used for this purpose. The Data Processor shall provide the necessary assistance for this.

The Data Processor must observe professional secrecy in regard to the documentation and personal data to which he has access in accordance with this Agreement. This provision also applies after the Agreement has been discontinued.

4. Use of a subcontractor

The Data Processor cannot use subcontractors for this assignment.

5. Security

The Data Processor shall fulfill the requirements regarding security measures stipulated in the Norwegian Personal Data Act and the Personal Data Regulations, in particular Sections 13 – 15 of the Personal Data Act and Regulations thereto. The Data Processor shall document routines and other measures to fulfill these requirements. The documentation shall be available upon the Controller's request.

Notifications of deviations pursuant to section 2-6 of the Personal Data Regulations shall be made by the Data Processor, which reports the deviations to the Controller. The Controller is responsible for reporting the deviation notice to the Norwegian Data Protection Authority (Datatilsynet).

6. Security audit

The implementation of regular security audits for systems etc. covered by this Agreement shall be agreed by the Controller and the Data Processor.

The audit may include a review of routines, random checks, more extensive on-site inspections and other appropriate control measures.

7. Duration of the Agreement

The Data Processor Agreement remains in force for as long as the Data Processor processes personal data on behalf of the Controller and in accordance with the contract for the purchase of DNA-analyses for Norwegian immigration authority (UDI)

In the event of breach of this Agreement or the Personal Data Act, the Controller can instruct the processor to stop further handling of the information with immediate effect.

The Agreement can be terminated by both parties with a mutual period of notice of 6 months, cf. Clause 8 of this Agreement.

8. Termination

Upon termination of this Agreement, the Data Processor is obliged to return all personal data received on behalf of the Controller and covered under this Agreement. The Data Processor is charged any costs of such a transmission.

The Data Processor shall delete or destroy in a secure and definite/irreversible manner all documents, data, diskettes, CDs, etc. that contain information covered under this Agreement. This also applies to any back-up copies.

The Data Processor shall document in writing that deletion or destruction has taken place in accordance with the Agreement within a reasonable period of time after termination of the Agreement.

9. Notifications

Notifications under this Agreement shall be submitted in writing to:

Name, title

mobile: + 47

email: xxx@udi.no

10. Choice of law and legal venue

The Agreement is subject to Norwegian jurisdiction and the parties accept Oslo District Court (Oslo Tingrett) as the legal venue. This also applies after termination of the Agreement.

This Agreement has been drawn up in 2 – two copies, of which the parties retain one copy each.

Place and date

The Data Processor

The Controller

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Organization

The Norwegian Directorate of Immigration (UDI)