**Joint Data Controller Agreement**

This agreement is dated [ ]

**Between**

Party A : [ full name, address, ]

Party B:

Party C …

1. **Introduction**

 This agreement is made among VID specialized University, and [ ] University (parties A,B,C…). All the parties have agreed to enter into this agreement for the purposes of ensuring compliance with Data Protection Legislation, inter alia, Regulation (EU) 2016/679 of the European Parliament and of the Council (General Data Protection Regulation 2016/679) (mentioned below as 'GDPR'). The parties have agreed that they are Joint Controllers as defined in Article 26 of the GDPR as all the parties jointly determine the purposes and means of processing of personal data.

1. **Interpretation**

The following definitions apply in this Protocol:

**Agreed Purposes**: has the meaning given to it in clause 4 of this agreement.

**Data Protection Authority**: a national authority, as defined in the : the General Data Protection Regulation ((EU 2016/679) (GDPR)): for Norway, this is the Data Protection Authority (Datatilsynet)

**Data Protection Legislation**: GDPR and any applicable national and state legislation protecting Personal Data.

**Data Security Breach**: a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to the Shared Personal Data.

**Data Discloser:** the Party transferring the Personal Data to the Data Receiver.

**Data Receiver:** The Party receiving the Personal Data from the Data Discloser.

**Shared Personal Data**: the Personal Data shared between the parties under clause 3 of this Protocol.

**Subject Access Request**: has the same meaning as “Right of access by the data subject” in Article 15 of the GDPR.

*Data Controller, Joint Controllers, Data Processor, Data Subject and Personal Data, Sensitive Personal Data or Special Category Personal Data, processing and appropriate technical and organisational* measures shall have the meanings given to them in the GDPR.

1. **Scope of data being shared**

3.1 The following types of Personal Data may be shared between the parties:

(a) Contact and biographical details

(b) Application, student and alumni records

(c) Staff records

(d) Financial records and details of giving to the University and Colleges

(e) Records relating to alumni and supporter relations, and fundraising

(f) Records relating to the use of services

 3.2 Special Category Personal Data and Sensitive Personal Data may be shared between the parties only where compatible with the Data Protection Legislation.

3.3 The processing of Shared Personal Data must not be irrelevant or excessive with regard to the Agreed Purposes.

3.4 The parties agree wherever practicable to operate proportionate checks to ensure the accuracy of the Shared Personal Data and its correct incorporation into different systems.

1. **Purpose of data sharing**

4.1 The aim of the data sharing is to [ ].

4.2 To the extent the each party has access, the parties agree to process Shared Personal Data, as described in clause 3, only for and compatible with the following Agreed Purposes:

(a) Maintaining academic and teaching records

(b) Administering admissions processes and records

(c) Staff administration and record-keeping

(d) Pursuing alumni and supporter relations, and fundraising activities

(e) Operating communications and IT infrastructure

…..

* 1. Parties agree that the personal data will not be used for any other purpose other than the main purpose and those purposes listed above.
1. **Retention of Data**
	1. The project will process specific categories of personal data and general categories of personal data until [date]. The information will be kept for archive to five years i. e. [date ] after the project ended.
	2. Data will be transferred between researchers using double encrypted files with 7-zip and then encrypted in Filesender.
	3. In particular ensure that any Sensitive Personal Data is stored and transferred (including where stored or transferred on portable devices or removable media) using industry standard 256-bit AES encryption or suitable equivalent
2. **Data Subject Rights**

Data subjects have a range of rights under the GDPR, all the parties have agreed on the following procedures to allow data subjects exercise these rights. It should be noted that a data subject is not obliged to follow these procedures and a data subject may exercise his or her rights against each of the controllers as stated in Article 26.3 of the GDPR.

**6.1 Rectification by Data Subject**

A data subject may request the rectification of any inaccurate personal data held by the joint controller under article 16 of the GDPR. Where the personal data is provided by the data subject and not being directly used for assessment of the application the relevant party will correct any inaccurate data and make available to the remaining parties .

Where the personal data is provided by the data subject and is being directly used for assessment of the application, it may not be possible to take account of amendments to data for assessment purposes if provided after a deadline for submission of the data, this is to ensure that the application process for all applicants is run in an efficient and fair manner.

**6.2 Right of Erasure of Personal Data**

A data subject may request the erasure of personal data held by the joint controller under article 17 of the GDPR. If this request is made prior to any offers being made, parties will delete the data and inform the other party of the request who will delete any data on their system.

**6.4 Right of Restriction of Processing**

The parties will administer requests to restrict processing under Article 18 of the GDPR and should restriction of processing proceed, the parties shell inform each other. Data will be processed only for the reason of writing and publishing of articles not other purposes.

**6.5 Right of Data Portability**

The parties will administer any requests for data portability under Article 20 of the GDPR. Where this request relates to processes conducted solely by one of the parties or data held solely by one of the parties, this request will be forwarded directly to the right party.

**6.6 Provision of Information Regarding Processing**

All the parties will provide the data subject with information required under articles 13 and 14 of the GDPR by means of a notice on the both parties website. The summary text(s) of this notice is contained in appendices 1 and 2 of this agreement.

1. **Data quality**
	1. The Data Discloser shall ensure that Shared Personal Data is accurate.

7.2 Where either Party becomes aware of inaccuracies in Shared Personal Data, they will notify the other Party within 2 business days.

7.3 Shared Personal Data shall be limited to the Personal Data described in clause **3** of this Agreement.

1. **Security**
	1. The Data Discloser shall be responsible for the security of transmission of any Shared Personal Data in transmission to the Data Receiver by using appropriate technical methods.
	2. The Parties agree to implement appropriate technical and organisational measures to protect the Shared Personal Data in their possession against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure.
	3. All the parties will document its own security organisation, guidelines and routines for security, risk assessments and established technical, physical or organisational security measures.
2. **Data security breaches and reporting procedures**
	1. The Parties are under a strict obligation to notify any potential or actual losses of the Shared Personal Data to the other Party as soon as possible and, in any event, within 2 **Business Day** of identification of any potential or actual loss to enable the Parties to consider what action is required in order to resolve the issue in accordance with the applicable national data protection laws and guidance.
	2. *Clause 9.1* also applies to any breaches of security which may compromise the security of the Shared Personal Data.
	3. The Parties agree to provide reasonable assistance as is necessary to each other to facilitate the handling of any Data Security Breach in an expeditious and compliant manner.
3. **Resolution of disputes with data subjects or the data protection authority**
	1. In the event of a dispute or claim brought by a Data Subject or the Data Protection

Authority concerning the processing of Shared Personal Data against either or both Parties, the Parties will inform each other about any such disputes or claims, and will cooperate with a view to settling them amicably in a timely fashion.

* 1. The Parties agree to respond to any generally available non-binding mediation procedure initiated by a Data Subject or by the Data Protection Authority. If they do participate in the proceedings, the Parties may elect to do so remotely (such as by telephone or other electronic means). The Parties also agree to consider participating in any other arbitration, mediation or other dispute resolution proceedings developed for data protection disputes.
	2. In respect of breaches relating to this Agreement, each Party shall abide by a decision of a competent court of the Data Discloser’s country of establishment or of any binding decision of the relevant Data Protection Authority.
1. **Term and termination**
	1. This Agreement shall commence on [ ] and shall continue in force until [ ]
	2. The Agreement shall automatically terminate on expiry of the period unless, following a review of the terms of the Agreement, the Parties agree to extend the Agreement for a further period
	3. Any such renewal shall be in writing signed by an authorised signatory of all the Parties and the Parties shall seek to agree any such renewal at least 1 month in advance of the expiry of the period.
2. **Roles and responsibilities**

Each Party shall nominate a single point of contact within their organisation who can be contacted in respect of queries or complaints regarding the DPA, GDPR and/or compliance under the terms of this Agreement.

|  |  |
| --- | --- |
| **Party A**  | Party B  |
|  [name and role] [address][email][telephone] | [name and role][address][email][telephone] |

1. **Governing law and jurisdiction**
	1. This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of Norway.
	2. Each Party irrevocably agrees that the courts of Norway shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.

EXECUTED as an agreement:

SIGNED for and on behalf of [Approved Centre Name]

Name: ………………………………….

Position:…………………………………………………………..

Signature:

SIGNED for and on behalf of [Approved Centre Name]

Name: ………………………………….

Position:…………………………………………………………..

Signature: