

# Appendix 11 Processing of personal data

## 1. Description of the processing of personal data

The processing of personal data for the test and examination services will be carried out in connection with operation, maintenance and/or further development of the system. This includes collection, registration, storage, delivery and deletion.

### *Overview of personal data processed*

There will be personal data relating to all users of the system. The users are pupils and students, teachers, graders, employees in administration at school/training place/examination office, municipality, county, board of private schools (VIGO IKS), county governor and employees from the Directorate for Education and Training. Registration of information that can be linked directly or indirectly to the above-mentioned roles will e.g. be the national identity number, name, address, e-mail address, school affiliation, code for exams and tests, results from exams and exams, phone number and bank account number. There will also be sensitive personal information related to language, ethnicity and health information.

### *Description of Customer's security regulations*

There are currently no additional safety regulations than those stated in this appendix.

## 2. The basis for the processing of personal data

The purpose of this annex is to regulate the Contractor's processing of personal data on behalf of the Customer, so that the delivery of the described service is carried out in accordance with the requirements of the Personal Data Act and the Privacy Regulation (GDPR). Personal data shall be processed in accordance with the requirements of the Personal Data Act and the General Data Protection Regulation (GDPR). The annex shall be a part of the fulfilment of GDPR Article 28 no. 2.

The following definitions, as applicable in this Annex, are set out in Article 4 of the GDPR: Number 1: "personal data" means any information on an identified or identifiable physical person ("the data subject"); an identifiable physical person is a person who can be identified directly or indirectly, in particular by means of an identifier, e.g. a name, identification number, location information, an online identifier or one or more items specific to mentioned physical, physiological, genetic, psychological, economic, cultural or social identity of said person;

Number 7: "responsible processor" means a physical or legal person, a public authority, an institution or any other body which alone or with others determines the purpose of the processing of personal data and the means to be used; where the purpose and means of treatment are laid down in Union law or in the national law of the Member States, the person responsible for the treatment, or the specific criteria for designating the person concerned, may be determined in Union law or in the national law of the Member States;

Number 8: "data processor" means a physical or legal person, public authority, institution or any other body which processes personal data on behalf of the controller.

## 3. The Contractor's Obligations

The assignment/service shall be carried out in accordance with the requirements of this annex and shall be carried out professionally, efficiently and with a high professional standard.

The Contractor has in this appendix the role of data processor.

The Contractor must:

1. only process the personal data in accordance with this appendix and has no independent control over the personal information. The Contractor is not allowed to hand over the personal information to anyone in any way, unless it is part of the assignment / service, without it being agreed in writing with the Customer in advance.
2. On request, the Contractor provides an overview of which personal information is registered with the data subject who has requested access. In case of requests for access to the personal data, to the extent that it is not part of the assignment/service, the transparency requirement shall be processed by the Contractor before any access is given.
3. on request, assist the Customer in carrying out a risk analysis and/or privacy impact assessment, possibly pre-discussions with the Data Protection Authority (Datatilsynet).
4. Without undue delay notify if circumstances the Contractor understands or should understand can have an impact on the execution of the assignment/service, including any delays.
5. promptly notify the Customer if the Contractor considers that an instruction from the Customer is in violation of GDPR or national law.

#### **4. Treatment abroad**

The Contractor does not in any way have the opportunity to perform the assignment/service abroad, without further agreement with the Customer.

If it is agreed that parts or the entire assignment/service is performed abroad, the Contractor shall in advance provide a written guarantee that there are no regulatory requirements that prevent the fulfilment of the requirements in this appendix. This applies, among other things, to the disclosure of documentation, see section 5.3, and the return of the personal data to the Customer, see point 6.

#### **5. Security**

##### *5.1 Requirements for Information Security*

The Contractor has an independent responsibility for information security. In addition, the Contractor shall adhere to the safety regulations that the Customer has stipulated, see point 1.3. In the case of planned and systematic measures, the Contractor shall ensure satisfactory information security with regard to confidentiality, integrity and availability in the processing of personal data. Below the requirements of the GDPR section 2 article 32 must be fulfilled.

The Contractor must document routines and other measures to fulfill these requirements.

The Contractor is obliged to keep the Customer's data, including personal data processed, systematically separated from any third party data.

##### *5.2 Security audits*

The Customer may require that security audits be performed regularly for systems and processing of personal data covered by this Agreement. The audit may include reviewing routines, random checks, more extensive site checks, and other appropriate control measures.

The timing of any revisions are agreed separately.

##### *5.3 Documentation*

The Contractor must document the safety measures. The documentation must be available to the Customer upon request. The documentation must also be available to the Data Protection Authority and the Privacy Appeals Board.

#### *5.4 Deviation handling*

Without undue delay, the Contractor is obliged to document and report to the Customer any breach of the security regulations that imply that the personal data is processed in violation of the GDPR, the Personal Data Act, or the provisions of this Agreement.

The reporting shall provide an account of the breach of security in accordance with the requirements of Article 33 (3) (a), (b) and (c) of the GDPR.

The Contractor shall further describe the measures taken or proposed to deal with the breach of personal data security, including, where appropriate, measures to reduce any adverse effects resulting from the breach.

### **6. Termination of the agreement**

Upon termination of the agreement, for whatever reason, the Contractor shall return all personal data that has been the subject of processing pursuant to this annex. It is agreed in more detail in what format and in what way the return will take place.

Upon termination of the agreement due to transfer to another Supplier, the Contractor is obliged to assist the Customer with handing over the personal data to the other Supplier. The Contractor is not allowed to keep any copy or other reproduction of personal information in any form or on any medium. The Customer must receive a written confirmation that the personal data has been deleted/cancelled, no later than one month after the termination of the agreement.