

Privacy addendum

Processing Personal Data outside the European Union/European Economic Area

The Parties have agreed on the following contractual clauses ("Clauses"):

1. Definitions

For the purposes of the Clauses:

- a) **"Agreement"** means the main exchange agreement between the parties to which this Addendum is connected
- b) **"Addendum"** means this document, which is an addendum to the Agreement between the parties regulating the processing of Personal Data
- c) **"Personal Data"**, **"Process/Processing"**, **"Data Subject"**, shall have the same meaning as in The General Data Protection Regulation (EU) 2016/679 ("GDPR")
- d) **"Data Subject"** will in the context of this addendum mean the exchange or study abroad student

2. Processing of Personal Data by BI Norwegian Business School

BI Norwegian Business School will transfer Personal Data of students as deemed necessary to fulfil the purpose of the agreement, and as allowed by the Norwegian Personal Data Act (2018).

2.1 Description of the data and transfer (To be completed by both Parties)

Data Subjects

The Personal Data transferred concern the following categories of Data Subjects:

BI Students hosted by PARTNER SCHOOL

Purposes of the transfer(s)

The transfer is made for the following purposes:

The purpose of the transfer is to regulate the exchange of Personal Data of the students between PARTNER SCHOOL and BI Norwegian Business School.

- BI Norwegian Business School and PARTNER SCHOOL share lists of the students that are considered to be exchanged by email or through a database

- The students are registered at the **PARTNER SCHOOL** in the system that handles student registration
- The students are sent a “letter of acceptance”
- The students are registered on courses and will be sent a transcript when they have passed the exam(s)

Categories of data

The Personal Data transferred concern the following categories of data:

- Nationality, surname, first name, date and place of birth, gender, copy of passport, photograph, personal details, any element concerning his/her school life, follow-up program, email address at BI Norwegian Business School
- Contact details of the person to contact in case of emergency
- CV and research area
- Username and password
- Initial education, diploma, school contact details, previous professional experience
- Curriculum follow-up; attendance, grades, internships
- Student scholarship; disability

Recipients

The Personal Data transferred may only be disclosed to the following recipients:

Responsible e.g. IO officers

3. Processing of Personal Data by the receiving institution

When importing Personal Data, the receiving institution agrees and warrants:

- a) That it will use the Personal Data only for the purposes mentioned in the Agreement and in this addendum.
- b) That it will not (except for the purposes of the Agreement, this addendum or as permitted by law), alter, modify, adapt, delete, add to any part of the Personal Data.
- c) That it will take reasonable steps to ensure that the received Personal Data is accurate and up-to-date.
- d) That access to the received data is limited to:
 - i. authorised individuals within the receiving institution who need access to the data in order to fulfill the purpose of the agreement;

- ii. such part and parts of the Personal Data that is necessary for the performance of those individuals' authorised duties.
- e) That it will not disclose or transfer the Personal Data to a third party other than those mentioned above unless it notifies BI Norwegian Business School up front,
- f) That it shall take appropriate technical and organisational measures against the unauthorised or unlawful processing and/or use of the Personal Data beyond the scope of the Agreement and this addendum, and against the accidental loss or destruction of, or damage to, such data.
- g) That it will identify to BI Norwegian Business School a point of contact within its organisation, authorised to respond to inquiries concerning processing of the Personal Data and will cooperate promptly and in good faith with the exporting party, the Data Subject concerning all such inquiries within a reasonable time.
- h) That it will, upon reasonable request, submit its data Processing facilities, data files and documentation needed for reviewing, auditing and /or to ascertain compliance with the Agreement, or needed by BI Norwegian Business School in order to ascertain its own compliance with the Norwegian Data Protection Act of 2018.
- i) That it will be transparent and provide information to the Data Subject concerning the processing of Personal Data at the receiving institution
- j) That it will grant the Data Subject the following rights:
 - i. right of access to his/her Personal Data,
 - ii. right to rectification of inaccurate Personal Data concerning him or her,
 - iii. right to erasure of Personal Data unless processing is necessary to fulfil the purposes of the agreement, or to fulfil obligations under local national law.

4. General principles relating to processing of the Data Subject's Personal Data

The Parties agree and warrant that in addition to processing of data with the purpose of fulfilling the obligations in the agreement, the processing of the Data Subject's Personal Data shall be:

4.1 Processed lawfully, fairly and in a transparent manner in relation to the Data Subject

4.2 Collected for specified, explicit and legitimate purposes and not further processed in a manner that is incompatible with those purposes

4.3 Adequate, relevant and limited to what is necessary in relation to the purposes for which they are processed

4.4 Accurate and, where necessary, kept up to date; every reasonable step must be taken to ensure that Personal Data that are inaccurate, having regard to the purposes for which they are processed, are erased or rectified without delay

4.5 Kept in a form which permits identification of Data Subjects for no longer than is necessary for the purposes for which the Personal Data are processed

4.6 Processed in a manner that ensures appropriate security of the Personal Data, including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage, using appropriate technical or organisational measures

5. Liability and termination of data processing

5.1 The Parties agree that a Data Subject who has suffered damage as a result of any violation is entitled to receive compensation from the parties for the damage suffered. The Parties agree that they may be exempted from this liability only if they prove that neither of them is responsible for the violation of those provisions.

5.2 When the purpose of the processing is completed, the Agreement is terminated or any of the Parties are legally dissolved, all Personal Data created or received through the Agreement shall be deleted. Any rights protecting the Data Subject by the Agreement or this addendum shall survive the termination or expiry of this Agreement.

6 Point of contact regarding the processing of Personal Data

6.1 The Parties shall each designate a person in their organisation to receive the relevant Personal Data as well as to respond to inquiries regarding the processing of Personal Data;

For Name of institution

Responsible e.g. IO Officer

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The **PARTNER SCHOOL** is under a strict obligation to notify BI Norwegian Business School's point of contact of any potential or actual losses of the Personal Data as soon as possible. The aforementioned notification shall at least describe the nature of the Personal Data breach including when possible, the categories and approximate number of Data Subjects and number of Personal Data records concerned, the likely consequences of the loss and if applicable the measures taken or proposed to be taken to address the loss of Personal Data.

In witness whereof, each of the Parties hereto has caused this Agreement to be executed by its duly authorised officers or representatives.

For: [Company/party name]

Name: _____

Date: Click or tap to enter a date.

Sign: _____

For: [Company/party name]

Name: _____

Date: Click or tap to enter a date.

Sign: _____