

## DATA PROCESSING AGREEMENT

Agreement in accordance with Article 28.3 of the General Data Protection Regulation EU 2016/679

This Data Processing Agreement together with the appendices attached hereto (see Appendix 1) ("**DPA**") has been entered into \_\_\_\_\_ between AcadeMedia Support AB, Corporate ID no. 556568-8479, with the address Adolf Fredrik Kyrkogata 2, 111 37 Stockholm, and \_\_\_\_\_, Corporate ID no. \_\_\_\_\_, with the address \_\_\_\_\_, each named "**Party**" and together "**Parties**".

The Parties have entered into a framework agreement (the "Framework Agreement") regarding certain services. The services regulated in the Framework Agreement will be used by all companies that, from time to time, are part of the AcadeMedia Group. This means that several companies within the AcadeMedia Group are responsible for the Processing of Personal Data that occurs as a result of the Framework Agreement. This PDP Agreement must therefore include each of the companies within the AcadeMedia Group that, as a result of the Framework Agreement, assume the role of Personal Data Controller ("**Controller**"), and \_\_\_\_\_ as the Personal Data Processor ("**Processor**").

### PARTIES

This Data Processing Agreement together with the appendices attached hereto (see Appendix 1) ("**DPA**") has been entered into between the following parties:

1) **AcadeMedia Support AB**, Corporate ID no. 556568-8479, Personal Data Controller ("**Controller**"),

and

2) \_\_\_\_\_, Corporate ID no. \_\_\_\_\_, Personal Data Processor ("**Processor**").

### APPENDIX

Instructions given by the Controller to the Processor are included in Appendix 1. In the event of any inconsistency between this DPA and the appendix, precedence shall be given to this DPA.

### CONTACT DETAILS AND CONTACT PERSONS

Any notification, claim or request in accordance with this PDP Agreement shall be made as follows:

#### The Controller

**Contact person for the administration of this PDP Agreement and for cooperation between the parties about data protection**

Name: \_\_\_\_\_

E-mail: \_\_\_\_\_

Telephone: \_\_\_\_\_

#### The Processor

**Contact person for the administration of this PDP Agreement and for cooperation between the parties about data protection**

Name: \_\_\_\_\_

E-mail: \_\_\_\_\_

Telephone: \_\_\_\_\_

## 1. BACKGROUND AND PURPOSE

- 1.1 According to Data Protection Legislation all processing of Personal Data performed by the Processor on behalf of the Controller shall be governed by an independent agreement regarding Processing.
- 1.2 The Processor shall on behalf of the Controller process Personal Data. Protection of privacy and the integrity of the individuals with regard to the processing of Personal Data is of vital importance for the Controller and its activities.
- 1.3 The purpose of this DPA is to ensure that the processing of Personal Data by the Processor is conducted in compliance with Data Protection Legislation, the Controller's explicit instructions set out in Appendix 1, precedents and industry norms.

## 2. DEFINITIONS

- 2.1 In addition to the terms that are explicitly defined in the running text of this DPA Agreement, these definitions shall have the meanings set out below and shall be interpreted in accordance with the applicable provisions regarding the Processing of Personal Data.

*Processing*, refers to measures or combination of measures with respect to Personal Data or sets of Personal Data, regardless of whether they are carried out in an automated manner or not, such as collection, registration, organization, structuring, storage, processing or modification, development, reading, using, disclosure through transfer, dissemination or provision by other means, adjustment or amalgamation, limitation, deletion or destruction.

*Data Protection Legislation*, refers to all privacy and personal data legislation and including, but not limited to Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 april 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC ("*General Data Protection Regulation*") (including regulations and directives) that applies to Personal Data Processing, including such decisions, opinions and recommendations set forth by the supervisory authority.

*Personal Data*, refers to any piece of information that relates to an identified or identifiable natural person, whereby an identifiable natural person is a person that can be, directly or indirectly, identified, e.g. through a name, an identification number, a localization detail or online identifier, or one or more factors that are specific for the natural person's physical, physiological, genetic, mental, economic, cultural or social identity.

*Personal Data Incident*, refers to a security incident that leads to unintentional or unlawful destruction, loss or modification, or to unauthorized disclosure of or unauthorized access to the Personal Data that is transferred, stored or otherwise Processed.

*Log*: refers to a structured collection of Personal Data that is available according to specific criteria, regardless if the collection is centralized, decentralized or scattered due to functional or geographical conditions.

*Registered Person*, refers to a natural person whose Personal Data is being Processed.

*Standard Contractual Clauses*, refers to clauses for the transfer of personal data to processors established in third countries under Directive 95/46/EC of the European Parliament and of the Council adopted on the 5<sup>th</sup> of February 2010 or other equivalent clauses which have replaced them.

*Sub-Processor*, refers to a processor which processes Personal Data on behalf of the Processor, which is a party to this DPA.

### **3. OBLIGATIONS OF THE CONTROLLER**

- 3.1 The Controller shall ensure that the Processing of Personal Data, which the Processor is instructed to perform, has a legal basis.
- 3.2 The Controller undertakes to provide the Processor with correct instructions regarding the subject, purpose, the extent, nature and duration of the Processing of Personal Data, the type of Personal Data and categories of data subjects enabling the Processor to carry out its duties in accordance with this DPA and Data Protection Regulations. The Controller is entitled to adjust Appendix 1 and provide modified or additional Instructions to the Processor.

### **4. PROCESSING OF PERSONAL DATA**

- 4.1 The Processor shall only be allowed to Process the Personal Data, that the Processor has access to, in accordance with this DPA and Data Protection Regulations.
- 4.2 The Processor shall ensure that the Processing of Personal Data solely is in accordance with the Controller's written instructions, unless the Processor is required by law to Process the Personal Data for another purpose or in another manner. If the Controller has given incomplete or inaccurate instructions to the Processor, the Processor shall immediately inform the Controller and await further instructions.
- 4.3 The Processor shall immediately inform the Controller if the Processing of Personal Data contravene Data Protection Regulations and await further instructions from the Controller.
- 4.4 Upon the Controller's request, the Processor shall, without undue delay, provide the Controller access to the Personal Data that the Controller has in its possession and perform the requested change, deletion, restriction or transfer of the Personal Data. If the Controller has deleted or requested deletion by the Processor, the Processor shall take necessary measures to prevent restoration of the Personal Data.
- 4.5 The Processor shall, in accordance with article 30 in the General Data Protection Regulation maintain a record of Processing activities carried out on behalf of the Controller. The Processor shall, upon request make the record available to the Controller or the supervisory authority.
- 4.6 The Processor does not obtain any rights to the Personal Data processed in accordance with this DPA or to the results arising from the Processing of the Personal Data, unless otherwise specified by other legal act under EU or Member State law.

## **5. ABILITY AND CAPACITY**

- 5.1 The Processor guarantees that it has the necessary technical and organizational capacity, including technical solutions, skills, financial and personnel resources, routines and methods to be able to fulfill the obligations set forth in this DPA and the Data Protection Regulations.
- 5.2 Upon the Controller's request, the Processor shall provide relevant documentation, refer to relevant and approved Code of Conduct or certification, allow for and contribute to audits and inspections and/or provide other adequate evidence, to prove that the Processor fulfills the obligations in this DPA and the Data Protection Regulations.
- 5.3 The Processor shall, without undue delay, make relevant information and documents necessary to demonstrate compliance with the obligations in this DPA or Data Protection Regulations available to the Controller and allow for effective audits, conducted by the Controller or another auditor mandated by the Controller, including giving access to the Processor's premises and equipment for inspection.

## **6. SECURITY AND CONFIDENTIALITY**

- 6.1 The Processor shall implement appropriate technical and organizational measures to ensure a level of security adequate given the risk that the Processing of Personal Data entails. The Processor shall only grant access to the Personal Data on a need to know basis to be able to fulfill the Processor's obligations under this DPA. The Processor shall ensure that persons under the Processor's authority has undertaken required training and received sufficient instructions to handle the Personal Data in an efficient and secure manner.
- 6.2 The Processor shall process the Personal Data, where applicable, in accordance with Public Access to Information and Secrecy Act (2009:400) and in a confidential manner and ensure that persons under the Processor's authority have committed themselves to an equivalent confidentiality undertaking or are under an appropriate statutory obligation of confidentiality.
- 6.3 The Processor shall, without undue relay, and no later than forty eight (48) hours after having become aware, notify the Controller about the existence of or the risk of a Personal Data Incident. Such notification shall include all the necessary and available information for the Controller to be able to take appropriate preventive measures and countermeasures and to fulfill the obligations to notify the competent supervisory authority and/or the data subjects of a Personal Data Incident.
- 6.4 The commitment in paragraph 6.2, shall remain in force even after this DPA has been terminated, but no later than such time that is applicable according to certain legal requirements.

## **7. COOPERATION**

- 7.1 The Processor shall, at the request of the Controller, assist the Controller in ensuring compliance with the Controller's obligations in accordance with Data Protection Regulations, and thereby assist the Controller in executing a Data Protection Impact Assessment in regards to data protection, provide the Controller with information concerning the technical and organizational measures already implemented by the Processor to ensure appropriate level of protection, if the Controller consults the supervisory authority, assist the Controller with the requested information, and assist the Controller's investigation regarding Personal Data Incidents. The Processor does not retain the right

to claim compensation for the assistance stated in this paragraph, if not otherwise agreed upon between the Parties.

- 7.2 If necessary, the Controller is required to carry out a review to assess the Processing of Personal Data in accordance with any present impact assessment regarding data protection. The need for such a review is particularly relevant when the level of risk regarding the Processing changes. The Processor shall assist the Controller to carry out the review and comply with the obligations set out in paragraph 7.1.
- 7.3 If a Registered Person, the supervisory authority or a third party requests information from the Processor, or if necessary the sub-processor, regarding the Processing of Personal Data, the Processor shall, without undue delay, inform the Controller of the matter. Furthermore, the Processor shall as soon as possible, and without undue delay, refer to the Controller. The Processor may only disclose the Personal Data or information regarding the Processing in accordance with instructions from the Controller or if the Processor is required to disclose the current information in accordance with applicable law, regulation, court order or other decision by the regulatory authority or security regulations.
- 7.4 The Processor shall assist the Controller, as far as possible, with technical and organizational security measures, enabling the Controller to fulfil its obligations regarding the rights of the data subjects.
- 7.5 Thirty (30) days before a planned change of the Processing of Personal Data, including technical and organizational measures that can affect the protection of Personal Data and the Processor's compliance with Data Protection Legislation, the Processor shall in writing inform the Controller of such change. The Controller shall give consent, which shall not be unreasonably withheld, before such change is enforced.

## **8. USE OF SUB-PROCESSORS**

- 8.1 The Processor shall not engage or otherwise transfer the Processing of Personal Data to another Processor without the Controller's written consent. A transfer of this nature is carried out on the Processor's risk and does not entail any changes as regards the responsibilities of the Parties in the DPA.
- 8.2 When the Processor engages a sub-processor for carrying out specific Processing activities on behalf of the Controller, the same data protection obligations as set out in the DPA shall be imposed on the sub-processor by way of a contract or other legal act under EU or Member State law, in particular providing sufficient guarantees to implement appropriate technical and organizational measures in such a manner that the Processing will meet the requirements of the DPA and Data Protection Regulations.
- 8.3 The Processor shall inform the Controller in writing 30 days in advance of any intended changes concerning the addition or replacement of sub-processors, giving the Controller the opportunity to object to such changes prior to the engagement of the concerned sub-processor(s). If the Controller opposes to an intended change of a sub-processor or if the Controller revokes the prior written consent, the Processor shall without undue delay terminate the sub-processor's Processing of Personal Data.

- 8.4 In addition to the paragraphs above in this section 8, the Processor shall be prohibited to lease or transfer the rights or obligations set forth in the DPA without the Controller's prior written consent. The Controller may lease or transfer the rights and/or obligations according to the DPA to a legal person that is, directly or indirectly, controlled by the Controller.

## **9. TRANSFER OF PERSONAL DATA TO THIRD COUNTRIES**

- 9.1 Any transfer of Personal Data to Third Countries by the Processor or sub-processor is strictly forbidden, unless the Processor has been instructed otherwise by the Controller, the transfer is required under EU or Member State Law or has otherwise been agreed upon between the Parties.
- 9.2 If transfers to Third Countries is necessary for the Processor's Processing of Personal Data and the transfer does not, according to the European Commission, ensure an adequate level of protection in relation to Data Protection Regulations, the Parties shall enter into an additional agreement based on Standard Contractual Clauses.
- 9.3 If transfers to Third Countries is necessary for the sub-processor's Processing of Personal Data and the transfer does not, according to the European Commission, ensure an adequate level of protection in relation to Data Protection Regulations, the sub-processor and the Processor shall enter into an additional agreement based on Standard Contractual Clauses. The Processor shall provide, upon the Controller's request, the Controller with a signed copy of the additional agreement stated above.

## **10. LIABILITY IN CONNECTION WITH THE PROCESSING**

- 10.1 In case the Processor is not compliant with the DPA or other legal requirements, the Processor shall be liable for all damages caused by the Processor, or of the sub-processor, and hold the Controller harmless for such damage. Furthermore, the Processor shall be liable in case data subjects, or other third parties, make a damage claim or other claims towards the Controller, due to the Processor's, or of the sub-processor's, processing of Personal Data. The Processor is obliged to have and maintain adequate insurance coverage for potential damage claims under the DPA.
- 10.2 Paragraph 10.1 shall also be applicable if an administrative fine or other damage claims are imposed on the Controller due to the Processor's processing of Personal Data.

## **11. COMMENCEMENT AND TERMINATION**

- 11.1 This DPA shall be valid until the Processor's Processing of Personal Data is terminated or replaced by another DPA. The Processor shall delete or transfer all Personal Data in an open and standardized format to the Controller, according to the instructions of the Controller. The Processor shall erase all copies of the Personal Data unless this is incompatible with applicable law.
- 11.2 If the Processor has substantially failed to fulfil the obligations stated in this DPA and does not rectify the breach upon written request from the Controller (such request to include a description of the breach with reference to this paragraph), within ten (10) days (where rectification is possible, the Controller has the right to terminate this DPA immediately. Upon such dismissal, the Processor's processing of Personal Data shall end in accordance with the above stated paragraph 11.1.

## 12. CHANGES AND AMMENDMENTS

12.1 The Controller reserves the right, other than indicated in paragraph 3.2, to amend the DPA, as the Controller deems adequate to fulfil all applicable obligations and legal requirements. Such amendment shall enter into force no later than thirty (30) days counted from the time at which the notice of amendment was sent to the Processor.

12.2 Additions and amendments to the DPA shall be in writing and signed by both parties to be legally binding.

## 13. CHOICE OF LAW AND DISPUTE RESOLUTION

13.1 This DPA shall be governed by Swedish law. Any interpretation or dispute arising out of the DPA that the Parties cannot resolve on their own, shall be finally settled by a Swedish general court, where the Controller has its place of domicile.

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This DPA Agreement has been executed in two (2) original copies where each party has taken one (1) copy.

The Controller

The Processor

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name, title

\_\_\_\_\_  
Name, title

City: \_\_\_\_\_

City: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**APPENDIX 1 - INSTRUCTIONS**

These instructions are an integral part of the DPA and the Processor shall follow these instructions, unless the DPA state otherwise. By signing the DPA, the Processor has confirmed the content of these instructions. All amendments and additions to these instructions shall be in writing and signed by both parties to be legally binding.

**Type of Personal Data and purpose of the processing that the Processor performs**

The Processor shall process personal data by: *(tick all the apply)*

- Accept, store and make available
- Use and process
- Disclose to an external party
- Publish externally
- Other:

The purpose of the processing is to:

- Deliver the services agreed upon
- Other: \_\_\_\_\_

**Type of Personal Data processed by the Processor *(tick all the apply)***

- Basic information about employees. For example, name, contact details, title, etc.
- Information about children. For example name, address, gender, social security number, attendance/absence, parent information, pedagogical documentation regarding the child's abilities, etc.
- Student information. For example, name, contact details, age, gender, social security number, grades, attendance/absence, parent information, curriculum and development plan, pedagogical documentation, etc.
- Student information within adult education. For example, name, contact details, age, gender, social security number, grades, attendance/absence, pedagogical documentation, previous work experience, etc.
- Client information. For example, client's name, company representative, e-mail, phone number, preferences, purchasing and user history, etc.
- HR related information. For example, name, gender, social security number, CV, employee surveys, bank statements, salary and benefits, leave of absence, evaluations, etc.
- Special categories of Personal Data. For example, racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, genetic or biometric data for the purpose of uniquely identifying a natural person, health, sex life or sexual orientation.
- Other: \_\_\_\_\_



**Who's Personal Data is involved in the processing?** (*Categories of Personal Data subjects, tick all the apply*)

- Children
- Students
- Students within adult education
- Parents
- Employees
- Clients
- Partners/suppliers /other contact person
- Other: \_\_\_\_\_

#### **Duration of the processing of Personal Data by the Processor**

The Personal Data shall be processed as long as the main agreement, which entails the processing of Personal Data, is applicable between the parties, unless the Controller has stated otherwise.

#### **Sub-processor**

In certain cases, and taking into account paragraph 8 in the DPA, the Controller gives consent to the Processor to use the following sub-processor for the processing of Personal Data.

#### **Transfer of Personal Data to a third country**

State if the Personal Data may be transferred to a third country outside of the EU/EES and to which countries such transfer may occur.

#### **Data protection and information security**

If necessary, taking into account paragraph 6 in the DPA, provide specific instructions to the Processor regarding security measures or protection of data:

#### **Contact person for data breaches**

The Processor shall, in case of a Personal Data Incident, notify the data protection officer, [dataskydd@academedia.se](mailto:dataskydd@academedia.se) and to AcadeMedias head of IT (at the signing of the DPA [andreas.roos@academedia.se](mailto:andreas.roos@academedia.se)).