Student Data Processing Agreement

in connection with a

research project

With effect from [INSERT DATE] ('the Effective Date'), the following agreement has been made between:

Aalborg University ('the Data Controller')

CVR no. 29102384

At the Department of…

PO box 159

DK-9100 Aalborg

Denmark

and

The student's name ('the Data Processor')

Address

Postcode and town/city

Country

(Hereinafter also referred to collectively as 'the Parties' and individually as 'the Party')

1. Definitions
	1. The 'Data Processing Agreement' means the present data processing agreement including any appendices.
	2. The 'General Data Protection Regulation' means 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) (with subsequent amendments).
	3. The 'Danish Data Protection Act' means the Danish supplementary provisions to the regulation on the protection of natural persons in connection with the processing of personal data and the free movement of such data.
	4. The 'Data Protection Rules' means the General Data Protection Regulation, the Danish Data Protection Act and any executive orders issued in accordance with the General Data Protection Regulation and the Danish Data Protection Act, case law, as well as decisions made by the Danish Data Protection Agency.
2. PURPOSE OF THE AGREEMENT
	1. The Data Processing Agreement concerns the Parties' obligations under the Data Protection Rules in connection with the conduct of the research project '[Insert project title]' ('the Project').
	2. In connection with the Project, the Data Processor must, on behalf of the Data Controller, among other things [insert description of the task(s) to be undertaken by the Data Processor]
3. THE DATA CONTROLLER'S OBLIGATIONS
	1. The Data Controller is obliged to instruct the Data Processor on the handling of personal data. The instructions can be seen below. Any changes to the instructions must be agreed in writing in advance.
	2. If the Data Processor is to process confidential or sensitive personal data, see the instructions, and the Data Processor is in need of technical equipment, such as a computer, to undertake the data processing task, the Data Controller must make such equipment available to the Data Processor.
	3. The Data Controller is obliged to inform the Data Processor how personal data must be handled, including whether the personal data must be deleted or returned once the Data Processor has completed the agreed task. This is described in detail in clause 10 of the Data Processing Agreement.
	4. If technically possible, the Data Controller is obliged to protect personal data by password-protecting documents and/or files containing personal data before handing over documents and/or files to the Data Processor. The Data Controller must ensure that the Data Processor receives passwords separately from the documents/files.
	5. The Data Controller's instructions to the Data Processor:

This form must be filled in by the AAU researcher responsible for the project – as specifically as possible and using layman's language.

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| For what purpose do the data need to be processed? | To be completed upon conclusion of agreement |
| Which type(s) of processing is the Data Processor to perform?(Collection, transcribing etc.) | To be completed upon conclusion of agreement |
| The Data Processor will be processing data about how many data subjects?*(It is sufficient to state 'up to' or 'approximate number').* | To be completed upon conclusion of agreement |
| What type of data is to be processed?*(Name, age, sex, nationality, health data, significant social problems etc.)* | To be completed upon conclusion of agreement |
| What specific type of data is to be processed?* General personal data

*(Name, address, age, self-published data etc.)** Confidential personal data

*(Civil registration number, grades, significant social problems etc.)** Sensitive personal data

*(Health data, race, political opinions etc.)* | Tick upon conclusion of agreement [ ]  General personal data[ ]  Confidential personal data[ ]  Sensitive personal data |
| Which categories of data subjects are to be processed? *(Adults or children aged 0-17 years. Specify if the data subjects are affected by special circumstances, such as physical, mental or cognitive disorders, language difficulties, abuse etc.)* | To be completed upon conclusion of agreement |
| Specify the time period during which the Data Processor will be processing the personal data, as well as the end date.*(Start date and end date)* | To be completed upon conclusion of agreement |
| Specify whether the Data Processor is to delete or return data after completion of the data processing task.  | It is recommended that this be filled in upon conclusion of the agreement; alternatively the Data Processor must be informed at least four weeks before the end of the data processing period. Cf. section 10.  |

1. DATA PROCESSOR'S OBLIGATIONS
	1. The Data Processor acts solely on behalf of and according to written instructions from the Data Controller in connection with the performance of the agreed tasks in relation to the Project. The Data Controller thus decides the purposes for which the processing of personal data may take place.
	2. The Data Processor undertakes to comply with the Data Protection Rules.
	3. Upon request, the Data Processor must provide the Data Controller with sufficient information to allow the Data Controller to ensure that appropriate technical and organisational security measures have been implemented. Among other things, this includes information about where the personal data are located, as well as physical access to the personal data, if so required by the Data Controller.

* 1. The Data Processor must ensure that only the Data Processor and the Data Controller have access to the personal data.
	2. The Data Processor must not, except when instructed by the Data Controller, disclose data which come into the possession of the Data Processor in connection with the performance of the Data Processor’s task. Moreover, the Data Processor must not use or process data from the data processing task for their own purposes or for purposes other than those stipulated by the Data Controller. If, in contravention of this agreement, the Data Processor processes data for their own purposes or for purposes other than the purposes stipulated by the Data Controller, an independent legal basis must exist, and the Data Processor will have the independent status of Data Controller for such processing.
	3. The Data Processor must implement appropriate technical and organisational security measures, cf. Art. 32 of the General Data Protection Regulation, to protect the personal data against accidental or unlawful destruction, loss or deterioration, and against any unauthorised disclosure, abuse or processing of the personal data in violation of the Data Protection Rules. As a minimum, the Data Processor is obliged to comply with the following security measures:
		+ If equipment has been supplied for use in connection with the processing of the data, the Data Processor must use this equipment to perform the agreed data processing task.
		+ If the Data Processor uses his or her own equipment, such as a computer etc., to perform the data processing task, such equipment must be password-protected.
		+ If the Data Processor creates documents and/or files, the Data Processor is obliged, if technically possible, to protect personal data by password-protecting such documents and/or files. The Data Processor must ensure that the Data Controller receives passwords separately from the documents/files. If the Data Processor receives password-protected documents and/or files from the Data Controller, this protection must be maintained.
		+ If, in connection with the data processing task, there is a need to send personal data via email, the Data Processor must use his or her AAU email account and send the data to the Data Controller's AAU email account. The Data Processor must not forward the personal data to other email addresses, and is therefore also obliged to ensure that their AAU email account is not set up to automatically forwarding emails to another email address.
		+ In connection with the performance of the data processing task, the Data Processor must not use public Wi-Fi networks (e.g. libraries, trains) or internet connections which are not password-protected.
		+ Data storage media (e.g. USB keys) and prints must be stored in a safe manner, and if technically possible, they must be protected by passwords so as to prevent unauthorised access.
1. CONFIDENTIALITY AND SECRECY
	1. In connection with the processing of personal data, the Data Processor is subject to the duty of secrecy and confidentiality applying to staff members in the public administration. Reference is made to section 27 of the Danish Public Administration Act and sections 152-152(f) of the Danish Criminal Code.
	2. The Data Processor must keep the personal data confidential, and is thus only entitled to use the personal data as part of the fulfilment of the Data Processor's obligations under the Data Processing Agreement.
	3. The Data Processor's obligations to maintain secrecy and confidentiality also apply after termination of the agreement.

1. SUB-PROCESSORS
	1. The Data Processor must not entrust the processing of the personal data to other parties without the Data Controller's prior written consent.
2. PROCESSING ABROAD
	1. The Data Processor must not process the personal data outside Denmark without the prior written consent of the Data Controller.
3. INSPECTION, SUPERVISION AND CONTROL
	1. In the event that the Data Controller, including an external consultant/representative and/or relevant public authorities, in particular the Danish Data Protection Agency, wants to carry out a physical inspection of the above-mentioned measures, the Data Processor is obliged – subject to a reasonable notice – to make themselves available for such inspection.
	2. In the event of serious data protection breaches or similar serious inadvertent incidents, the Data Processor must, at the request of the Data Controller, and without undue delay, prepare a written statement.
4. DUTY TO NOTIFY
	1. The Data Processor is obliged to immediately notify the Data Controller of any deviations from the requirements set out in the Data Processing Agreement, e.g. of:
		* any deviations from the instructions given
		* any suspected breaches of confidentiality
		* any suspected instances of abuse, loss or deterioration of data
		* any accidental or unauthorised disclosure of or access to the personal data processed under this Data Processing Agreement
	2. A notification under clause 9.1 must be addressed to the contact, cf. clause 11.

1. HANDLING OF PERSONAL DATA AFTER TERMINATION OF DATA PROCESSING AGREEMENT
	1. The Data Processor undertakes to ensure that the personal data be returned or deleted when the processing activities described in the instructions in section 3 of the Data Processing Agreement terminate. This must take place by agreement with the Data Controller's contact, cf. clause 11.
2. CONTACTS
	1. The following persons are the Parties' contacts.

Data Controller: Fill in the fields with the contact details of the responsible AAU researcher

Name:

Tel.:

Email:

Data Processor: Fill in the fields with the student's contact details

Name:

Tel.:

Email:

1. COMMENCEMENT AND TERM
	1. The date of commencement of the Data Processing Agreement is the date on which it is signed by both Parties.
	2. Subject to one month's written notice to the Data Controller, the Data Processor is entitled to terminate the Data Processing Agreement, however, subject to the condition that the personal data be returned or deleted before termination.

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Signatures

**Data Processor**

Place/date

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| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name, Project Manager |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name, Head of Department |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Nina Schjoldager, Contract Manager  |

**Data Controller**

Place/date