

DATA PROCESSING AGREEMENT (DPA)

1 PARTIES

1) University of Helsinki (**Processor**), business ID 0313471-7

and

2) [Name of controller] (**Controller**), business ID [add business ID from the main agreement]

1) ja 2) jointly the **Parties** and individually a **Party**.

2 BACKGROUND AND PURPOSE

2.1 The Parties have entered into a [name of agreement] of [date of agreement] concerning the services provided or products supplied to the Controller by the Processor (hereinafter the '**Agreement**').

2.2 For the purposes of fulfilling the obligations under the Agreement, the Processor has access to or is otherwise processing the Controller's data relating to an identified or identifiable natural person(s) considered as personal data under the applicable data protection legislation (hereinafter '**Personal Data**') on behalf of the Controller.

2.3 This DPA sets out the terms and conditions for the processing of Personal Data under the Agreement. This DPA is an integral part of the Agreement. In the event of any conflict between the terms of the Agreement and the terms of this DPA, this DPA shall prevail with respect to the subject matter of this DPA.

2.4 Any references made to data protection legislation in this DPA include the Finnish Personal Data Act (523/1999, as amended) or any other national law replacing it, the EU General Data Protection Regulation ((EU) 2016/679) and any other applicable data protection legislation, as amended from time to time, as well as the instructions and binding orders of the data protection authorities ('**Data Protection Legislation**').

3 RIGHTS AND RESPONSIBILITIES OF THE CONTROLLER

3.1 The Controller shall

- (a) process the Personal Data in compliance with the Data Protection Legislation, other applicable law and this DPA;
- (b) specify the purpose and means of the processing of Personal Data;
- (c) be entitled to give instructions to the Processor on the processing of Personal Data, which instructions shall comply with the applicable Data Protection Legislation; and
- (d) confirm upon signing this DPA that (i) the processing stipulated under this DPA meets the Controller's requirements including, but not limited to, with regard to intended security measures and that (ii) it has provided the Processor with all necessary information in order for the Processor to perform the processing in compliance with the applicable Data Protection Legislation.

4 RESPONSIBILITIES OF THE PROCESSOR

- 4.1 The Processor may not use the Personal Data for any purposes other than those specified in the Agreement and this DPA.
- 4.2 The Processor shall
- (a) not use the Personal Data for any purposes other than those specified in the Agreement and this DPA;
 - (b) process Personal Data in a professional manner and in compliance with law;
 - (c) process the Personal Data only upon legitimate and reasonable instructions from the Controller, updated from time to time, unless required to do so by law to which the Processor is subject. In such case, the Processor shall notify the Controller of such legal requirement before processing the Personal Data, unless law prohibits such notification;
 - (d) taking into account the nature of the processing, assist the Controller by appropriate technical and organisational measures in the Controller's obligation to respond to requests for exercising the data subject's rights laid down in the Data Protection Legislation;
 - (e) taking into account the nature of the processing activity and the information available to the Processor, reasonably assist the Controller, if reasonably requested by the Controller, in ensuring compliance with its legal obligations, such as the Controller's data security, data protection impact assessment and prior consulting obligations set out by the Data Protection Legislation;
 - (f) be entitled to use the subcontractors listed in Appendix 1 (hereinafter **Subprocessor**) for processing of Personal Data. The Processor shall remain fully liable for the processing of Personal Data carried out by the Subprocessor and shall ensure that the obligations set forth in this DPA are imposed on the Subprocessor by way of a contract; and
 - (g) process Personal Data only during the term of this DPA.
- 4.3 Unless otherwise agreed, the Processor is entitled to invoice reasonable costs incurred as a result of the measures required by the Controller as described above under items (d) and (e) in accordance with **the pricing principles of the Agreement**.

5 RECORDS, INFORMATION REQUESTS AND AUDITS

- 5.1 The Processor shall maintain, in accordance with the Data Protection Legislation binding on the Processor, written records of all processing activities carried out on behalf of the Controller.
- 5.2 The Processor shall, in accordance with the Data Protection Legislation, make available to the Controller such information as is reasonably necessary to demonstrate the Processor's compliance with the obligations of data processors under the Data Protection Legislation, and allow for and contribute to audits, including inspections, carried out by the Controller or another auditor mandated by the Controller for this purpose, and solely with relation to the Controller's Personal Data, subject to the Controller:
- (a) giving the Processor reasonable prior notice of such information request, audit and/or inspection;
 - (b) ensuring that all information obtained or generated by the Controller or its auditor(s) in connection with such information requests, inspections and audits is kept strictly confidential (with the exception of disclosure of personal data to the supervisory authority or as otherwise required by law);

- (c) ensuring that such audit or inspection is undertaken during normal business hours, with minimal disruption to the Processor's business, the subprocessors' business and the business of other customers of the Processor; and
- (d) paying the Processor's reasonable costs incurred for the audits and inspections.

6 CATEGORIES OF DATA SUBJECTS AND PERSONAL DATA

- 6.1 The specific types of Personal Data and categories of data subjects, which are processed under the Agreement, are further specified in Appendix 1.

7 PERSONAL DATA BREACHES

- 7.1 In case Personal Data is accidentally, unlawfully or without proper authorisation destroyed, lost, altered, disclosed or accessed, or the confidentiality, integrity or availability of Personal Data is endangered by any other event (hereinafter **Personal Data Breach**), the Processor shall notify the Controller of the Personal Data Breach in writing without undue delay after becoming aware of it.

8 CONFIDENTIALITY

- 8.1 Processor undertakes to keep confidential and secret all Personal Data. The Processor shall ensure that all of its personnel having access to Personal Data are bound by confidentiality obligations.

9 TRANSFERS OF PERSONAL DATA

- 9.1 Where necessary, the Processor is entitled to transfer Personal Data to other countries (outside of the EEA) provided that the transfer takes place in accordance with the Data Protection Legislation, e.g. using the EU's standard contractual clauses.

10 LIABILITY

- 10.1 Each Party's liability for damages for any direct losses, expenses and/or damage incurred by the other Party that result from the Party's breach of this DPA is limited to the amount corresponding to the charges paid by the Controller to the Processor under the Agreement during the twelve (12) months preceding the event giving rise to liability. Neither Party is liable for consequential or indirect damage. However, the above limitation of liability is not applicable to damage arising from wilful misconduct, gross negligence.
- 10.2 The Parties agree that each Party needs to fulfil its own obligations under the Data Protection Legislation. Hence, any administrative fines imposed or damages ordered should be paid by the Party that has failed in its performance of its legal obligations under the Data Protection Legislation and other applicable law.

11 TERM AND TERMINATION

- 11.1 This DPA shall remain in force for the term of the Agreement. This DPA shall automatically terminate upon any termination or expiration of the Agreement.
- 11.2 Any amendment to this DPA shall be in writing and shall have no effect before signed by duly authorised representatives of both Parties. If applicable Data Protection Legislation or the instructions or binding orders of data protection authorities are amended, and such amendments require changes to this DPA, the Parties shall agree on the necessary changes.

12 SIGNATURES

- 12.1 This DPA has been executed in two (2) identical counterparts. Each party has received one original counterpart.

[THE CONTROLLER]

UNIVERSITY OF HELSINKI

[Place and date]

[Place and date]

[Name]
[Title]

[Name]
[Title]

APPENDICES

- 1 Description of the Data Processing

APPENDIX 1 DESCRIPTION OF THE DATA PROCESSING

This description of the data processing constitutes an integral part of the Data Processing Agreement (“DPA”) dated [date] between the Parties.

The purpose of this description is to agree on the purposes of processing, categories of Personal Data and Data Subjects, appropriate technical and organizational measures and transfers of Personal Data under the DPA.

Controller	[name, business ID and contact details of Data Protection Officer]
Processor	University of Helsinki Business ID 0313471-7 Data Protection Officer: [contact details]
Purposes of Processing	Personal Data is processed for the following purposes: [insert purposes]
Duration of Processing	Personal Data is processed: <input type="checkbox"/> For the duration of the [insert name of agreement] between the Parties <input type="checkbox"/> Until [date] <input type="checkbox"/> [Other description on the duration of processing]
Transfers of Personal Data	<input type="checkbox"/> Personal Data may only be transferred to data importers located in the EU or EEA. <input type="checkbox"/> Personal Data may be transferred to data importers located outside the EU or EEA on the basis of the following: <input type="checkbox"/> The data importer is located in a country recognized by the European Commission as providing adequate protection for personal data <input type="checkbox"/> Model Contract Clauses <input type="checkbox"/> Privacy Shield <input type="checkbox"/> Binding Corporate Rules
Geographic location of Personal Data	<input type="checkbox"/> EU/EEA <input type="checkbox"/> United States <input type="checkbox"/> Other (please specify):
Sub-processors	<input type="checkbox"/> The use of sub-processors is not permitted. <input type="checkbox"/> The following sub-processors are permitted:

<p>Data Subjects</p>	<p>The Personal Data processed under the DPA includes the following categories of data subjects:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Employees (including visiting researchers and lecturers) <input type="checkbox"/> Students <input type="checkbox"/> Research participants <input type="checkbox"/> Job applicants <input type="checkbox"/> Student applicants <input type="checkbox"/> Contact persons of cooperation partners, suppliers, customers, clients and/or authorities <input type="checkbox"/> Other (please specify):
<p>Types of Personal Data</p>	<p>The types of Personal Data processed under the DPA include the following.</p> <ul style="list-style-type: none"> <input type="checkbox"/> Identifiers that can easily be connected to individuals, including: <ul style="list-style-type: none"> <input type="checkbox"/> Name <input type="checkbox"/> Personal identification number/social security number <input type="checkbox"/> Username <input type="checkbox"/> Signature <input type="checkbox"/> Other identifiers, including: <ul style="list-style-type: none"> <input type="checkbox"/> Age/birthdate <input type="checkbox"/> Sex/gender <input type="checkbox"/> Student number <input type="checkbox"/> Employee ID <input type="checkbox"/> IP address <input type="checkbox"/> Insurance number <input type="checkbox"/> Contact details, including: <ul style="list-style-type: none"> <input type="checkbox"/> Home address <input type="checkbox"/> Residence <input type="checkbox"/> Workplace address <input type="checkbox"/> Delivery address/address in which a service is provided <input type="checkbox"/> Email address <input type="checkbox"/> Telephone number <input type="checkbox"/> Fax number <input type="checkbox"/> Job title/role of contact persons <input type="checkbox"/> Employment-related data, including: <ul style="list-style-type: none"> <input type="checkbox"/> Job title and description, credentials, duration of employment, working hours, absences and holidays <input type="checkbox"/> Salary or wage, bank account number, tax information <input type="checkbox"/> Performance reviews and other evaluations <input type="checkbox"/> Data on access rights to facilities <input type="checkbox"/> Recruitment data, such as applications, CVs, job interview data, aptitude test results

	<p><input type="checkbox"/> Student data, including:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Study right data, such as faculty, degree objective, degree program, major subject, minor subject and duration of the study right <input type="checkbox"/> Attendance data <input type="checkbox"/> Data on studies, such selected and completed courses, scope, completion date and other data on completed courses, study plans, grades and evaluations, and completed degrees <input type="checkbox"/> Data on student admittance, such as registration to entrance exams, attendance in entrance exams, entrance exam answers, evaluations and results of entrance exams, and data relates to aptitude tests <p><input type="checkbox"/> Stakeholder (e.g. customers, suppliers, cooperation partners) data, including:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Data on communication with stakeholders' representatives <input type="checkbox"/> Data on the location where services/research will be performed or products will be delivered <input type="checkbox"/> Payment and invoice information <p><input type="checkbox"/> Data on research subjects, including:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Genetic data <input type="checkbox"/> Biometric data (please specify): <input type="checkbox"/> Other (please specify): <p><input type="checkbox"/> Other Personal Data (please specify):</p>
Sensitive Personal Data	<p>The Personal Data processed under the DPA includes data concerning or related to the following categories of personal data mentioned in Articles 9 and 10 of the General Data Protection Regulation:</p> <ul style="list-style-type: none"> <input type="checkbox"/> No sensitive Personal Data is processed <input type="checkbox"/> Racial or ethnic origin <input type="checkbox"/> Political opinions <input type="checkbox"/> Religious or philosophical beliefs <input type="checkbox"/> Trade union membership <input type="checkbox"/> Genetic data <input type="checkbox"/> Biometric data for the purpose of uniquely identifying a natural person <input type="checkbox"/> Health <input type="checkbox"/> A natural person's sex life or sexual orientation <input type="checkbox"/> Criminal convictions and offences

Technical and Organisational Measures to Protect Personal Data	<input type="checkbox"/> Encryption of the Personal Data <input type="checkbox"/> Pseudonymization of the Personal Data <input type="checkbox"/> The Processor shall take the following technical and organizational safeguards to protect the Personal Data:
Other terms	