

DATA PROCESSING AGREEMENT (DPA)

For the purpose of compliance with the applicable Personal Data Protection Act, that is, 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, hereinafter “GDPR”) and the relevant Slovenian legislation implementing the GDPR, every single **1KA user** and the **1KA service**, which is provided by the University of Ljubljana, Faculty of Social Science, can enter into this Data Processing Agreement (DPA).

The **1KA service** (hereinafter referred to as the service provider) relates to the open source web application 1KA, which supports the processing of web surveys with the following functionalities: development, design, and technical creation of a web survey questionnaire (including support for invitations, publishing, and dissemination of URL address), corresponding data collection, editing, and analysing of the collected data and paradata.

The **1KA user** (hereinafter referred to as user) is a person who has registered with the 1KA service on his/her own behalf or on behalf of any organisation or any other legal entity and is the author of every single 1KA survey questionnaire carried via 1KA service in his/her own name or in the name of the entity he/she represents. Any other person who is authorised by the initial author(s) of a single 1KA survey questionnaire to access a certain 1KA survey questionnaire also has the role of 1KA user.

The **1KA survey questionnaire** relates to a specific type of web form, created with the 1KA service by the 1KA user, which resides on the server of the 1KA service and enables passive access to the web form content together with the option to enter some data to this web form.

The **respondents** are persons taking part in a 1KA survey, where they provide answers to the corresponding web survey questionnaire questions by entering data to the web form.

The act of survey **data collection** relates to the recording of the answers from respondents (data entered to the web form) of a single 1KA survey questionnaire; the answers (or data) are then interactively (page by page) transferred to the 1KA server.

The two parties of this agreement have the following roles:

- 1KA user has the role of the **Controller**: Controller means the natural or legal person, public authority, agency, or other body that, alone or jointly with others, determines the purposes and means of the processing of personal data; where the purposes and means of such processing are determined by Union or Member State law, the controller or the specific criteria for its nomination may be provided for by Union or Member State law;
- Provider of 1KA service has the role of a **Processor**: Processor means a natural or legal person, public authority, agency, or other body that processes personal data on behalf of the controller. 1KA service also includes the company offering the hosting of the 1KA service and may include any other company that support the 1KA service functionalities, which thus have the role of a **Sub-processor** (all potential sub-processors are explicitly listed in the contract).

When entering into this DPA, the two parties agree that the 1KA service will process the personal data on behalf of the 1KA user on the condition that this processing complies with the following:

This contract governs the rights and obligations of the user and the service provider in the context of processing of personal data.

This contract applies to all activities where the contractor's personal data are processed by the contractor's employees or the contractor's authorized sub-processors.

The terms used in this contract should be understood in the light of their definition in the EU General Data Protection Regulation (hereinafter: GDPR).

Article 1 (Processing personal data)

When a specific 1KA survey questionnaire, created by the 1KA user, collects personal data (as defined in the related Personal Data Protection Act and GDPR), the 1KA service will make all efforts to obtain and record the necessary information (as required by the Personal Data Protection Act and GDPR) from the 1KA user. It will also structure and automate the display of this information for the needs of respondents, the 1KA user, and other potential stakeholders.

The corresponding 1KA survey questionnaire is automatically archived at the 1KA service (within the account of the 1KA user), and it forms a constitutive documentation of this agreement.

The data processor may perform tasks associated with the processing of personal data within the scope of the object of this Agreement but may not process personal data for any other purpose that is not explicitly determined.

The 1KA user is responsible for giving adequate notice and making all appropriate disclosures to respondents about how the 1KA user and 1KA service will use, disclose, and process the personal data.

The 1KA user is responsible for obtaining all necessary rights and related consents from respondents and other sources for disclosing personal data to 1KA service for further processing in line with this agreement, as well as with Personal Data Protection Act and GDPR.

The 1KA service will process personal data using standardised technical procedures, for which the documentation is available under the corresponding open source license (GPL), in line with Terms of Use of 1KA service and in line with the Personal Data Protection Act.

The 1KA user is responsible for ensuring that eventual additional instructions and requests from the 1KA user to the 1KA service that are related to the processing of the personal data of a single 1KA web survey questionnaire are well documented and in line with the Personal Data Protection Act and GDPR.

Aside from the specific and documented requests noted in the previous paragraph, the 1KA service employees and other individuals will never access any personal data related to a single 1KA web survey questionnaire created by the 1KA user. The only exception to this is the access of data for the purpose of specific processing of personal data required by Authorities and the Personal Data Protection Act to which the 1KA service is subject. In such case the 1KA service will, to the extent permitted by the Personal Data Protection Act, inform the 1KA user of this legal requirement before processing the corresponding personal data.

The 1KA service must provide for a user a list of data recipients to whom personal data were supplied, when they were supplied, and on what basis and for what purpose they were supplied, for the period covered by the statutory protection of the rights of an individual due to unauthorised supply or processing of personal data.

After completion of the processing on behalf of the 1KA user, the 1KA service must, in accordance with the envisaged deadlines for the deletion of personal data, delete the personal data. The estimated deadline for deleting personal and survey data is 5 years after the activation of the survey or within the time limit set for the realization of the purpose of the research or until the individual request of cancellation or deletion.

The 1KA service enables the 1KA user to have insight into the digital traces (who, when, what), which record all accesses and eventual changes to the corresponding 1KA web survey questionnaire that was created by the 1KA user, and also into the related survey data collected with this questionnaire, for the period covered by the statutory protection of the rights of an individual due to unauthorised supply or processing of personal data.

Article 2 (Confidentiality)

The service provider undertakes to treat the personal data, as well as any other information of the user (such as trade secrets and confidential information) with which he became acquainted within the framework of the contractual relationship, and shall also oblige all persons working for him in the context of this contractual relationship, insofar as the latter is not already bound by appropriate legal professional secrecy. In case of doubt as to whether certain information is subject to legal professional secrecy, it must be treated confidentially until the other party has given its written consent to be treated differently.

The 1KA service ensures that all reasonable steps are undertaken, so that 1KA service employees and other individuals that process personal data on behalf of the 1KA service are subject to appropriate training, have committed themselves to confidentiality, or are under an appropriate statutory obligation of confidentiality.

Article 3 (Security)

The 1KA service will implement the appropriate technical and organisational measures to ensure a level of security appropriate to the potential risks. The corresponding descriptions of these measures are publicly available on the 1KA website, and they elaborate on the following technical and organisational security measures implemented by the 1KA service.

Organisation of Information Security will be assured by following measures:

- by protecting the premises, equipment, and systems software, including input-output units:
 - premises on which filing systems, equipment, and systems software that enable access to data are located must be secured with organisational, physical, and technical procedures and measures designed to prevent unauthorised persons from accessing the data;
 - the data processor's premises on which personal data are being processed must be physically protected;

- entrance to the protected premises shall be permitted only to those employees whose right to enter results from an explicit authorisation of the responsible persons or from any other internal act by the data processor.
- by protecting software applications used to process personal data:
 - access to the software must be protected with passwords for authorisation and identification of users that enable access to authorised employees only and employees who do maintenance work on the computers and software of the data processor;
 - the program or application must be set so that it can enable reproduction of data processes and also ensure that, in the case of interruption, there will not be any loss, destruction, or change of data;
 - every new program or change to existing programs must be tested on test samples before being put into regular use; development programs and test databases must be separated from the production environment.
- by protecting data carriers: data carriers shall be kept in safe premises. Outside these safe premises (for example, in common use areas, etc.), they shall be kept in locked, refractory, and anti-theft closets.
- by preventing unauthorised access to personal data during transmission thereof, including transmission via telecommunications means and networks: personal data must be protected during transmission via telecommunications means and networks;
- by ensuring effective methods of blocking, destruction, deletion, or anonymisation of personal data;
- by enabling subsequent determination of when individual personal data were entered into a filing system, used, or otherwise processed, and who did so, for the period covered by statutory protection of the rights of an individual due to unauthorised supply or processing of personal data.

Other measures will also be implemented for this purpose by the 1KA service:

- Human Resources Security (corresponding security training),
- Security Incident Management (recording security breaches, tracking of disclosures of personal data, promptly notify user of 1KA service of potential security breaches),
- Business Continuity Management (emergency and contingency plans for personal data processing systems, redundant storage, data recovery procedures),
- Multi-Tenant Environment (separating the personal data related to different 1KA users).

Article 4 (Sub-processing)

The 1KA user agrees that the 1KA service may subcontract the Sub-processor for hosting service and other additional Sub-processors that support the 1KA service functionalities. All potential Sub-processors (subcontractors) are explicitly listed by the processor (1KA service) and added to this contract with their defined role. The Sub-processors need to comply with the same security measures as specified in Articles 2 and 3. The corresponding contract (1KA service – Sub-processors) and the related GDPR Annex can be disclosed by the 1KA service to the 1KA user upon explicit request from the 1KA user.

Article 5 (Requests from respondents)

The 1KA service will automatically alert the 1KA user about any requests based on the Personal Data Protection Act and GDPR (e.g., withdrawal of consent, insight, change, move, deletion of the data) from respondents, which are related to personal data processed by the 1KA service on behalf of the 1KA user. The 1KA user will immediately alert the 1KA service about any similar request from respondents. The 1KA service will provide the 1KA user with all reasonable support in the process of fulfilling such requests from respondents.

Requests from respondents, the 1KA service and the 1KA user are obliged to fulfil (according to the Personal Data Protection Act and GDPR) without undue delay.

The 1KA user will alert the 1KA service about the fulfilment of these requests. In the event the 1KA user has not reported to the 1KA service on the fulfilment of these requests in due time, the 1KA service will remove and delete all data related to the corresponding questionnaire.

After the complete fulfilment of these requests, the 1KA service will alert the 1KA user and the respondent that the activities related to these requests were concluded.

Article 6 (Personal data breach)

In the event of a Personal Data Breach, the 1KA service will notify the 1KA user of the breach immediately, within 24 hours of becoming aware of the justified suspected Personal Data Breach or Personal Data Breach. Such notification will be delivered to the email address provided by the 1KA user, i.e., **[INSERT THE CONTACT]**. The written notification shall describe the nature of the personal data breach, including the categories and number of data subjects concerned and the categories and number of personal data records concerned. The 1KA user is thus responsible for ensuring that the corresponding email provided to the 1KA service is current, valid, and checked regularly. The 1KA service will also undertake all reasonable steps to help the 1KA user comply with the corresponding obligations that the 1KA user may have with respect to Authorities related to the applicable Personal Data Protection Act.

Article 7 (Deletion of personal data)

The 1KA service will automatically delete all personal data related to surveys that are authored by the 1KA user after the corresponding period specified for each individual corresponding web survey. The deletion will be conducted on all 1KA service platforms.

If a corresponding period is not specified, the 1KA service will automatically delete all personal data related to the surveys five (5) years after fulfilment of the survey.

The 1KA user will be alerted about this deletion one month and also three days in advance. After deletion of personal data from the 1KA service platforms, the 1KA user bears the sole responsibility for further processing of these data according to the applicable Personal Data Protection Act.

The eventual exceptions from the deletion procedure are potential requests from Authorities, which rely on the applicable Personal Data Protection Act and GDPR; of the existence of which the service provider will immediately inform the user.

Article 8 (Data protection impact assessment)

In cases when the 1KA user considers that the processing of the related personal data by the 1KA service requires a specific impact assessment to be undertaken by an independent third party, the 1KA service will provide all reasonable efforts to provide relevant information and assistance to fulfil such requests.

Article 9 (Auditing)

In the event of auditing, the 1KA service will make available to the 1KA user, upon corresponding formal request, all information reasonably necessary to demonstrate compliance with this DPA. The 1KA service will provide reasonable cooperation and assistance, including inspections of documentation, with audits undertaken by the 1KA user or auditor mandated by the 1KA user.

The 1KA service will also inform the 1KA user whether audit requests infringe on the internal acts for personal data protection of 1KA and FDV or any other confidential obligations of the 1KA service or other 1KA users.

The 1KA user agrees to acknowledge such auditing requests by notice at least one month in advance and agrees that auditing activities will occur only during official business hours. The auditing should also not have any adverse impact on normal 1KA service business operations.

The 1KA user agrees that the auditor will comply with the 1KA service's safety standards, confidentiality, and security procedures in conducting any such audits; any data or reports by the auditor will be the confidential information of the 1KA service.

Article 10 (Service charges)

The 1KA service may additionally charge, within its reasonable discretion, the 1KA user for additional services that are based on explicit requests from the 1KA user. This, in particular, relates to potential additional services related to Articles 1, 5, 6, 7, 8, and 9 of this DPA. The 1KA service may charge only for corresponding time and materials, where standard business tariffs are used. The charges only apply for activities that require more than one hour of additional work and exclude the time needed for communication and clarifications.

Article 11 (Countries outside the EU)

When the transfer of personal data occurs outside the European Union, the parties entering into this agreement should immediately alert each other about the situation (or a possibility of such a situation), so that a corresponding annex to this agreement is signed. Any transfer of personal data to a third country may only take place with the consent of the user and in accordance with the conditions contained in Chapter V of the GDPR. If personal data is transferred outside the EEA (i.e., EU countries plus Iceland, Lichtenstein, and Norway), the 1KA user provides that an adequate level of data protection exists at the target location or organisation in accordance with the European Union's data protection requirements, e.g., by employing contracts based on the Standard Contractual Clauses. The 1KA user is also responsible to properly inform respondents about such transfer.

Article 12 (General provision)

In case of any conflict, the terms and conditions in this DPA contract take precedence over the general terms and conditions of the 1KA online survey services.

No variation of this DPA can be effective unless it is in writing and executed by both parties.

Nothing in this DPA constitutes one party as the agent of any other party, nor authorises one party to make or enter into any commitments for or on behalf of any other party, or to create a partnership, joint venture, or other relationship.

This DPA may be executed in any number of counterparts and by each party on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument.

Information on official data protection officer is available at the University of Ljubljana https://www.uni-lj.si/university/personal_data_protection/, and the corresponding contact of the Data Protection Officer (DPO) can be contacted at dpo@uni-lj.si.

The main contact on behalf of the 1KA service is Dr. Vasja Vehovar (email vasja.vehovar@fdv.uni-lj.si, telephone +386 1 5805 297), the technical contact is Peter Hrvatin (peter@1ka.si, telephone +386 40 626 161),

The main contact on behalf of 1KA user is (enter first and last name and contact).

In accordance with data protection laws, the contact details of the DPO shall be published and communicated to the supervisory authority.

To the extent required by the applicable Personal Data Protection Act, this DPA is governed by the laws of Slovenia and also by corresponding EU legislation.

In the event of a dispute between the 1KA user and the 1KA service, the 1KA service shall, upon the request of the 1KA user, return to the 1KA user without delay the personal data processed under this Agreement. The 1KA service shall immediately destroy any remaining copies of such data or deliver the data to the state body competent by statute for detection or prosecution of criminal offences, to a court or to another state body, if so provided by statute.

Any legal issue raised by either party is the subject of the Court of Justice in Ljubljana.

This Agreement is concluded in two identical copies. Each party shall receive one copy.

This Agreement shall enter into force when the 1KA user consents to the Agreement in writing by signature.

Article 13 (Appendixes)

1. The 1KA questionnaire of the 1KA user (INSERT URL OF THE 1KA QUESTIONNAIRE)
2. Output of processing activity for 1KA questionnaire (obtained in GDPR survey settings)
3. Description of eventual other processing procedures (INSERT OPTIONALLY)

Article 14 (Signatures)

1KA service

University of Ljubljana,
Faculty of Social Science,
Kardeljeva pl. 5
1000 Ljubljana

1KA user

INSERT THE INFO

Dean

prof. dr. Iztok Prezelj

Responsible person

INSERT THE NAME

Date:

Date: