

Data Processing Agreement

Today, the following Data Processing Agreement (“data processing agreement”) has been made between:

The Norwegian Maritime Authority
(organisation number 974761262)
 (“data controller”)

and

xxxxxxx
(D-number xxxxxxx)
 (“data processor” / “seafarer's doctor”)

This agreement has been signed in two (2) original copies, one for each party

.....
Place, date

Norwegian Maritime Authority

Seafarer's doctor

.....

.....

1. Scope of the data processing agreement

- 1.1 xxxxxx has been approved as a seafarer's doctor by the Norwegian Maritime Authority (NMA). This means that xxxxxx will process personal data, as stated in item 2 below, on behalf of the NMA during the approval period.
- 1.2 With regard to the processing of personal data in Altinn as referred to in item 2.1, the Norwegian Maritime Authority is the data controller and the seafarer's doctor is the data processor.
- 1.3 The personal data to be processed by the seafarer's doctor concerns the categories of personal data and categories of data subjects specified in item 2 below, and the processing will only take place in accordance with the purposes stated here.
- 1.4 "Personal data" means any information relating to an identified or identifiable natural person, cf. article 4 (1) of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (Personal Data Act). Any processing that takes place in accordance with this data processing agreement shall comply with the current data protection regulations, including binding guidelines, statements and decisions from the authorities, courts and other relevant organs, as well as EU legislation and Norwegian regulations.

2. Personal data processing – purpose of the processing

- 2.1 The seafarer's doctor shall process personal data on behalf of the NMA. This processing includes that the seafarer's doctor has access, through Altinn, to the history of seafarer's doctors' former decisions on medical certificates and/or declarations of unfitness. Moreover, the doctor issues new medical certificates and/or declarations of unfitness in accordance with the Regulations of 5 June 2014 No. 805 on the medical examination of employees on Norwegian ships and mobile offshore units (Health Regulations). The seafarer's doctor shall carry out the tasks that are specified in the Health Regulations. The purpose of the processing is to make sure that these tasks may be carried out.
- 2.2 The seafarer's doctor shall not process personal data in any other way than what is necessary to perform the tasks pursuant to the Health Regulations. The seafarer's doctor shall not use personal data for any other purpose than set out in this data processing agreement or implemented in other written instructions from the NMA. The NMA sets the terms and conditions for the seafarer's doctor's processing of personal data. Instructions from the NMA concerning the processing may be changed during the term of the data processing agreement.
- 2.3 The scope of the seafarer's doctor's processing of personal data is pursuant to this data processing agreement and specified in the processing instructions presented in item 9 of the agreement.

3. Responsibility of the data processor

- 3.1 The seafarer's doctor must make sure that the processing of personal data is carried out pursuant to the current data protection regulations and any orders from public authorities.

3.2 The seafarer's doctor shall maintain a record of all categories of processing activities as required by Article 30 of the GDPR.

The seafarer's doctor shall make the record available to the NMA on request. This also includes other safety documentation and assisting the NMA in maintaining responsibilities pursuant to the current data protection regulations and any orders from public authorities.

3.3 On request, the seafarer's doctor shall provide advice in order to carry out an assessment of the impact pursuant to Article 35 of the GDPR.

3.4 The seafarer's doctor shall only process personal data on documented instructions of the NMA and in accordance with the purpose and within the limits of use specified by the NMA. The data will not be used in any context other than that specified in this data processing agreement, including the transfer of personal data to a third country or international organisation, except as required by current data protection regulations. In such cases, the NMA must be informed of this legal obligation prior to processing, unless the current legislation prohibits such information.

3.5 The seafarer's doctor shall not transfer any personal data to a third country or international organisation, unless a written consent has been granted by the NMA. If the NMA's personal data is to be transferred to a third country, the seafarer's doctor must help the NMA to allow for a legal transfer.

3.6 If the seafarer's doctor realises that the instructions from the NMA violate the current data protection regulations, the NMA must be notified in writing.

3.7 The seafarer's doctor may not disclose personal data to any third party unless this is set out in the data processing agreement or based on other legal grounds. The seafarer's doctor shall assist the NMA to fulfil obligations pursuant to the current data protection regulations, including, but not limited to, obligations to respond to requests for access, rectification, erasure of personal data or restriction of processing personal data as well as the right to obtain a copy of the personal data being processed.

3.8 The seafarer's doctor shall maintain a level of security for personal data processing which is appropriate to the risk. The seafarer's doctor shall protect personal data from being destroyed, altered, accessed or disclosed in an unauthorised way. The seafarer's doctor shall take necessary technical and organisational safety measures to prevent personal data from being:

- (i) accidentally or illegally destroyed, lost or altered;
- (ii) transferred or disclosed in an unauthorised way;
- (iii) in breach of the current data protection regulations.

3.9 Furthermore, the seafarer's doctor shall be subject to the mandatory obligation to implement safety measures that applies in the country where the parties are established or in the country where the data processing takes place.

3.10 The seafarer's doctor is committed to carry out annual safety audits of the information system used as a part of the work on behalf of the NMA relevant to this data processing agreement. The results of this safety audit shall be made available to the NMA on request. The NMA has the

right of access to personal data being processed as well as the systems used for this purpose by the seafarer's doctor. The seafarer's doctor is required to provide the necessary data and must promptly answer any specific questions from the NMA and demonstrate compliance with this data processing agreement.

- 3.11 The location of the seafarer's doctor, including the location of servers, etc. included in the data processing, is stated in the processing instructions of the data processing agreement, cf. item 9. The NMA must be notified of a change of physical location at least one (1) month prior to the change taking effect.

4. Confidentiality

- 4.1 The seafarer's doctor shall keep personal data confidential.
- 4.2 The seafarer's doctor shall not convey personal data to anyone, nor copy personal data unless absolutely necessary to honour his/her commitment to the NMA and provided that the receiver of the personal data is aware of the confidentiality of the information.
- 4.3 The provisions of the data processing agreement related to confidentiality shall apply to all the seafarer's doctor's co-workers, and the seafarer's doctor must ensure that the co-workers comply with the data processing agreement.
- 4.4 The seafarer's doctor must make sure that only co-workers that need access to personal data to honour the seafarer's doctor's commitment to the NMA, are granted access.
- 4.5 The seafarer's doctor's obligations pursuant to item 5 have no time limitation and will apply even if other cooperation has ended.
- 4.6 The NMA shall process information from the seafarer's doctor confidentially and shall not use or disclose confidential information without consent. Confidential information shall not be passed on to any other parties than those who need such information to comply with the requirements of the data processing agreement, nor to any third parties.

5. Amendments and transfers

- 5.1 The parties may at any time agree to amend the data processing agreement. The amendments must be presented in writing.
- 5.2 The seafarer's doctor may not transfer his/her rights and obligations pursuant to the data processing agreement without a written consent from the NMA.
- 5.3 If the seafarer's doctor finds the data processing by instructions from the NMA to be in breach with current data protection regulations, the seafarer's doctor shall report this to the NMA, and the NMA may change the instructions if necessary.

6. Duration and termination of the data processing agreement

- 6.1 The data processing agreement enters into force by signature of both parties and will apply as long as the seafarer's doctor is approved by the NMA.
- 6.2 Regardless of how long the seafarer's doctor has been approved, the data processing agreement shall apply as long as the seafarer's doctor is processing personal information on behalf of the NMA.

7. Hierarchy of legislation

- 7.1 If there is a conflict of the provisions in the Act or regulations with other written or verbal agreements between the parties, the provisions of the Act/Regulations will take precedence. The provisions of item 3 do not apply to cases where the seafarer's doctor is subject to stricter obligations by means of other agreements between the parties or if the European Commission's standard contractual clauses (SCC) for the transfer of personal information to third countries are used and under stricter terms.

8. Statements

- 8.1 Statements pursuant to this data processing agreement shall be sent in writing to the contact persons stated in the processing instructions of item 9 of the data process agreement.

9. Processing instructions

The scope of the seafarer's doctor's processing of personal data on behalf of the NMA:

9.1 Type of data processing

Seafarer's doctors approved by the NMA have access to results from previous medical examinations performed by a seafarer's doctor, by using the Norwegian web portal Altinn.

9.2 Categories of registered persons

Persons working on board ship, cf. section 1 of the Health Regulations, cf. section 2.

9.3 Categories of personal data

The following categories of personal data is included in the processing:

- name
- age
- gender
- Norwegian national identity number / D-number
- nationality
- contact information
- results from previous medical examinations

9.4 Special categories of personal data

The seafarer's doctor has access to previously registered medical certificates and declarations of unfitness. The doctors also register new certificates and declarations. The declarations contain information whether the employee complies with the health, eyesight and hearing requirements pursuant to the Health Regulations.

9.5 Seafarer's doctor's office

The seafarer's doctor's business address:

9.6 Contact information

Contact person at the Norwegian Maritime Authority:

Contact person / role	Telephone	E-mail
Anne Eik (case handler)	+47 52 74 50 52	ake@sdir.no
Line Myklebust (case handler)	+47 52 74 51 26	lmh@sdir.no
Solfrid Josefsen (case handler)	+47 52 74 52 56	sjo@sdir.no

Contact person for the seafarer's doctor:

Contact person / role	Telephone	E-mail
