

Personal Data Assistant Agreement ESTER

Agreement according to the General Data Protection Regulation (GDPR)

This personal data assistant agreement has been reached between the two following parties.

Personal Data Controller (also called the Customer)	Personal Data Assistant (also called the Supplier)
	Vetevi AB
Company/Organization Registration Number	Company Registration Number
	556725-5392
Address	Address
	Vetevi AB Bruksgatan 11 702 83 Örebro Sweden E-mail: info@ester-bedomning.se
Contact person for ESTER and personal data processing (Name, E-mail, Phone number)	Contact person for ESTER and personal data processing (Name, E-mail, Phone number)
	Henrik Andershed, Data protection officer E-mail: info@ester-bedomning.se Phone: +46(0)706581381

1. BACKGROUND AND PURPOSE

- 1.1. The parties' regulation in this agreement constitutes a written personal data assistant agreement as referred to in the General Data Protection Regulation (GDPR). The agreement may only be revised by written agreement between the above parties.
- 1.2. The subject of this agreement is the personal data processing in the digital web-based service ESTER (ESTER's computer support), which is a risk and protective factor assessment system for youths (0-18 years) and their parents/legal guardians. ESTER and ESTER's computer support is owned and managed by the company Vetevi AB (Reg.nr: 556725-5392), based in Örebro, Sweden, the EU. The ESTER computer support service is intended for use by, for example, municipalities (preschool, school, social services, child protection), child and adolescent psychiatry, and others. ESTER is based on the use of ESTER's computer support as a user/customer. In the computer

support there are manuals and assessment booklets but it is also in the computer support that the professional using ESTER documents/saves assessments conducted with ESTER screening or ESTER assessment. Thus, in ESTER's computer support, the professional saves/stores the assessments made on individual clients (youths and their legal guardians). Use of ESTER's computer support means that users/customers can store personal data (name and social security number/birth date of the youth) and the names and contact details of parents/legal guardians) together with information about the risk and protective factors of those persons for norm breaking behavior of the youth. This agreement is intended to regulate this personal data processing. The risk and protective factors in ESTER concerns the young person's own behaviors, but also relationships with others and to the school. The factors also concerns the behavior of the parents/legal guardians, their well-being and relationships. The purpose of assessing these factors is that it should provide useful information about what interventions the youth is in need of. A further purpose is that ESTER enables follow-ups of the youth and his/her risk and protective factors over time. You can then conduct follow-up assessments to see if risk and protective factors change over time and all these assessments can be saved in ESTER's computer support. ESTER's computer support also helps provide the user/customer with visual and textual summaries of assessments that are intended to facilitate conclusions, analysis, and proposals for effective interventions.

- 1.3. The customer is personal data controller for the personal data in ESTER, more specifically for the personal data/information the customer enters and saves in ESTER's computer support. The supplier (Vetevi AB) is thus the customer's personal data assistant.
- 1.4. The supplier undertakes to process the personal data of the persons concerned in accordance with this personal data assistant agreement and any additional agreements, GDPR, other applicable legislations, and other instructions from the customer, as well as to take the technical and organizational measures required by GDPR, to protect the personal data processed from unauthorized access, destruction, and modification.
- 1.5. This agreement also aims to regulate the parties' responsibilities and rights in the personal data processing. The agreement covers all processing of personal data that the supplier performs on behalf of the customer within the framework of the purposes set out in section 3.2 of this agreement.

2. CONCEPTS USED IN THIS AGREEMENT

- 2.1. *Personal data processing* refers to an action or combination of actions concerning personal data or sets of personal data, whether performed automated or not, such as collection, registration, organization, structuring, storage, processing or modification, production, reading, use, disclosure by transfer, dissemination or provision by other means, adjustment or assembly, restriction, deletion or destruction (Article 4.2 GDPR).
- 2.2. *Personal data controller* refers to a natural/physical or legal person, public authority, institution or other body or organization which alone or in conjunction with others determines the purposes and means of the processing of personal data (Article 4.7 GDPR). In the present case, the customer is the personal data controller.

- 2.3. *Personal data assistant* refers to a natural/physical or legal person, public authority, institution or other body or organization handling personal data for the personal data controller (Article 4.8 GDPR). In the present case, the supplier is the personal data assistant.
- 2.4. *Personal data* means any information relating to an identified or identifiable natural/physical person (registered), and an identifiable physical person is a person who can be identified directly or indirectly with reference to an identifier such as a name, identification/social security number, location or online identifier or one or more factors specific to the physical persons' physiological, genetic, mental, economic, cultural or social identity (Article 4.1 GDPR).
- 2.5. *Personal data incident* refers to a security incident that leads to accidental or illegal destruction, loss or change or to unauthorized disclosure or unauthorized access to the personal data transferred, stored or otherwise processed (Article 4.12 GDPR).
- 2.6. *Registered person* refers to the natural/physical person to which a specific piece of personal data refers.
- 2.7. The *data protection regulation* refers to the GDPR.
- 2.8. *Current law* refers to the personal data legislation applicable to the processing of personal data, including GDPR and such legislation which may supersede the aforesaid legislation at any time (in case differences or contradictions occur between different rules or legislations, the rule that implies the highest integrity and/or information protection is applied).
- 2.9. A *third country* is a state that is not included in the European Union or has links to the European Economic Area.

3. PURPOSE AND SCOPE

- 3.1. The customer's assignment to the supplier regarding ESTER's computer support and scope are stated in the license terms for ESTER licenses; www.ester-bedomning.se/om-ester/terms-of-license/
- 3.2. For the customer, the supplier shall process personal data in ESTER's computer support for the following purposes:
- a. Storing the ESTER screening assessments or ESTER assessments made by the customer on individual clients (youths and parents/legal guardians).
 - b. Allow the customer to make assessments of risk and protective factors that concerns the youth's own behavior, but also relationships with others and to the school, through ESTER screening assessments or ESTER assessments. The factors also concern the behaviors of the parents/legal guardians, well-being, and relationships.
 - c. The purpose of assessing the above-mentioned factors is that it should provide useful information about what interventions the youth is in need of. A further purpose is that ESTER enables follow-ups of the youth and his/her risk and protective factors over

time. The customer can then conduct follow-up assessments to see if risk and protective factors change over time and all these assessments can be saved/stored in ESTER's computer support. ESTER's computer support also helps to provide the user with visual and textual summaries of assessments intended to facilitate conclusions, analysis and proposals for effective interventions.

d. Allow the customer to share ESTER screening assessments and ESTER assessments with other ESTER customers, that is; holders of ESTER licenses.

- 3.3. The supplier can not process personal data in any other way, for other purposes or under any other instructions other than those described in this personal data assistant agreement.
- 3.4. In the event the supplier considers that instructions are lacking necessary for carrying out the assignment under this agreement or the terms of agreement for ESTER licenses, the supplier shall promptly inform the customer about this, specifying whether the fulfillment of the terms of agreement for ESTER licenses may be affected by the need for instructions as well as awaiting further written instructions from the customer. This does not waive the obligations in the role of personal data assistant that follows directly from the GDPR.
- 3.5. The supplier can only transfer personal data to a third country or international organization based on written instructions from the customer, unless the transfer is required by union law or other applicable laws. In such case, the supplier shall inform the customer of the legal obligation before the data is transferred, unless such information is prohibited by reference to an important public interest according to applicable laws.

4. TRANSFER OF PERSONAL DATA PROCESSING TO A SUB-CONTRACTED ASSISTANT

- 4.1. The supplier has the right to hire one or more sub-contractors for processing of the customer's personal data. This right constitutes such a "general written prior authorization" as stated in Article 28.2 GDPR. However, the supplier shall inform the customer of any plans to hire new sub-contracted assistants or replace them, well in advance, so that the customer has the opportunity to object to such changes. The supplier shall also inform in which country the sub-contracted assistant operates. Notification of sub-contracted assistants hired after a "general written prior authorization" shall be notified to the customer in writing or in another agreed manner.
- 4.2. The supplier will supersede its obligations regarding the processing of personal data under this agreement on the sub-contracted assistant in a written agreement.
- 4.3. The supplier is responsible for the compliance of a sub-contracted assistant with the terms of this agreement.
- 4.4. In agreements between the supplier and the sub-contracted personal data assistant, the supplier shall clarify that a request for access to personal data shall immediately be handed over to the supplier, and that the sub-contracted personal data assistant may not in any case solely handle such a request.

- 4.5. The customer's personal data shall at transfers to a sub-contracted assistant be adequately protected in the form of encryption, confidentiality agreements with the sub-contracted assistant, and confidentiality agreements between the sub-contracted assistant and its own staff.
- 4.6. The supplier may not hire a sub-contractor in a third country without the customer's written approval. In the event that the customer agrees in writing that personal data processing may be carried out by a sub-contractor in a third country, the customer may choose from the following:
- a) The customer gives the supplier the mandate to sign a personal data assistant agreement on behalf of the customer with sub-contracted assistants in third countries, in accordance with the Commission Decision (2010/87/EU) concerning standard contractual clauses for the transfer of personal data to third countries.
 - b) A personal data assistant agreement is signed between the customer and the supplier's sub-contracted assistant in the third country, in accordance with the Commission Decision (2010/87/EU) on standard contractual clauses for the transfer of personal data to third countries.
- 4.7. If the sub-contracted assistant does not fulfill its obligations in respect of processing under an agreement, the supplier shall remain fully liable to the customer for the personal data assistant's fulfillment of their obligations under this agreement. The customer is also entitled to terminate the agreement regarding his/her ESTER license if he/she does not accept a particular sub-contracted assistant or their processing of the customer's personal data; see; www.ester-bedomning.se/om-ester/terms-of-license/
- 4.8. If this agreement ceases to apply, the supplier or a sub-contracted assistant can not continue to process personal data covered by this agreement. The personal data shall in this case be returned to the customer or deleted.
- 4.9. The supplier has signed an agreement with the following sub-contracted personal data assistant; Atea Sverige AB (Org./registration nr: 556448-0282), active in Sweden, the EU. Data collected by the user/customer in ESTER's computer support is stored on a server owned and managed by Atea Sverige AB on behalf of Vetevi AB. Atea Sverige AB is therefore formally a sub-contracted personal data assistant to Vetevi AB in relation to the customer. The server where ESTER's computer support is located, is physically located in Sweden (EU). This sub-contracted personal data assistant has signed a personal data assistant agreement with the supplier that meets the requirements of this agreement.

5. RESPONSIBILITIES OF THE SUPPLIER

- 5.1. The supplier undertakes to comply with GDPR and other applicable legislations regarding the processing of personal data and to stay informed of current law. The supplier's more specific technical and organizational security measures taken to protect the processed personal data, and the purpose and intended effect of these are described in Vetevi AB's personal data policy; www.ester-bedomning.se/personaldatapolicy/

- 5.2. The supplier has the customer's permission to access the customer's data and personal data in ESTER's computer support and in its logs for troubleshooting, operational control, and support, as well as to investigate misuse or intrusion/breach, if it necessary to provide the service and if other less intrusive measures have been exhausted. This applies only to information about the users of the ESTER licenses, not information about the clients who are assessed and saved in ESTER's computer support. The supplier has no right to access information about clients in ESTER's computer support, including personal data about these persons, see; www.ester-bedomning.se/personaldatapolicy/
- 5.3. The supplier shall provide the customer with information so that the customer can meet the requirements (Article 30.1) of a current list of the processing of personal data conducted by the supplier. What kind of information this concerns is clear in Article 30.1 GDPR, see; www.ester-bedomning.se/personaldatapolicy/
- 5.4. In addition, the supplier is allowed to process personal data provided by the customer's staff in connection with the registration/activation of an ESTER license. Such personal information is for example information about name, workplace, e-mail address and other notes in order to provide the customer with the services offered by ESTER; www.ester-bedomning.se/personaldatapolicy/
- 5.5. In order to ensure that the customer is able to comply with constitutional requirements for proper control of the protection of personal data, the supplier shall process personal data on equipment physically located in Sweden or within the EU. The supplier shall ensure that this requirement is fulfilled when using a sub-contracted personal data assistant.
- 5.6. The customer is entitled at their own expense or through third parties to investigate that the supplier complies with this agreement. The supplier shall then provide the customer representatives with the necessary assistance. The customer or its representatives shall have the right to inspection or the like of the hardware and software used for the processing of the personal data covered by this agreement.
- 5.7. The supplier shall provide the customer with all information required to demonstrate that the obligations under Article 28 GDPR has been fulfilled in the role of personal data assistant, as well as allowing and contributing to investigations, including inspections carried out by the customer or by another inspector authorized by the customer.
- 5.8. The supplier shall inform the customer without delay of any contacts from inspecting authorities that may be of importance for the processing of personal data. The supplier is not entitled to represent the customer in contacts with an inspecting authority or any other third party.
- 5.9. The supplier may not disclose/hand out personal data or other information regarding the processing of personal data to third parties without written instruction from the customer.

- 5.10. The supplier shall assist the customer in making information available that has been requested by an inspection authority, other authority, or from a registered person/client.
- 5.11. The supplier shall assist the customer as far as possible through the appropriate technical and organizational measures to fulfill their obligations to respond to requests from registered persons/clients, and to the extent that these rights are applicable to the customer's mission/activities and in accordance with applicable legislations and GDPR.
- 5.12. The supplier shall, when this personal data assistant agreement expires, depending on what the customer chooses, to delete or transfer all personal data on the storage medium specified by the customer and ensure that there are no personal data left in their own systems unless personal data are required by any current laws. The supplier's personal data policy also stipulates that the customer's data and users will be deleted after three years of inactivity, that is; that the ESTER license has been inactive for three years (if the customer does not requests otherwise), see; www.ester-bedomning.se/personaldatapolicy/
- 5.13. The supplier shall store and process the customer's data separate from the supplier's own and other customers' data.
- 5.14. The supplier warrants that they possesses the necessary capacity and ability to fulfill its obligations under this agreement and current law and that they continuously takes the appropriate technical and organizational security measures required to ensure that the registered persons rights are protected.
- 5.15. In the event that the supplier lacks instructions which the supplier considers necessary to perform the agreed assignment, the supplier shall promptly inform the customer of this and await instructions from the customer.
- 5.16. The customer shall pay the supplier for work as follows from paragraphs 5.6, 5.7, 5.10 and 5.11. For this work, 75 Euros is charged per working hour, excluding VAT if applicable.

6. RESPONSIBILITIES OF THE CUSTOMER

- 6.1. The customer undertakes to ensure that GDPR applicable current laws, rules and guidelines are complied with in the processing of personal data. The customer is responsible for informing registered persons/clients about the personal data processing and, in the event that legal grounds are lacking for the personal data processing, obtain consent from the registered person.
- 6.2. The customer shall inform the supplier without delay of any changes in the processing of personal data that affect the supplier's obligations. The customer shall also inform the supplier of third parties, including an inspecting authority and registered persons actions in response to the processing of the personal data.
- 6.3. The customer is obliged to inform when registering personal data in ESTER's computer support, that is; the user/customer is required to inform the registered persons/clients who they are assessing and storing information about in ESTER's computer support, see; www.ester-bedomning.se/personaldatapolicy/

7. CONFIDENTIALITY AND PROFESSIONAL SECRECY

- 7.1. The parties have a mutual obligation to respect the confidentiality and professional secrecy of confidential information available at any of the parties. Confidential information refers for example to operating and business secrets, but not limited to, technical solutions, services, software and operations.
- 7.2. The supplier may also not disclose, in writing, orally or in any other way, the personal data controller's (the customer's) personal data and personal data protected under the Public and Confidentiality Act (2009:400), and which the supplier manages for the personal data controller (the customer), to third parties or any unauthorized person within the supplier's own organization.
- 7.3. Partie's commitment to confidentiality and professional secrecy does not apply to confidential information such as: (i) information that was already known to the receiving party upon receipt; (ii) information that is or become publicly available or known without the receiving party having violated this confidentiality obligation; (iii) information that the receiving party has been properly obtained from a third party who is not bound by confidentiality in relation to the counterparty; or (iv) information that it is the responsibility of the receiving party to make publicly available through court orders, authority decisions or otherwise as required by law.
- 7.4. If data/information relating to the personal data controller's/customer's business is requested to be handed out, the supplier shall consult with the authorized representative of the customer as part of the preparation of the request. The supplier may not disclose or hand out any information or other information covered by this agreement without written instruction from the customer, except for obligations arising from laws or other constitutions.
- 7.5. The supplier is responsible for the compliance of the respective employees and consultants with the obligations described in this agreement, and shall through personal professional secrecy agreements or via other appropriate actions ensure that the confidentiality and professional secrecy is followed.
- 7.6. The supplier's professional secrecy for personal data is valid for an unlimited period of time after the termination of this agreement.
- 7.7. A party who violates the professional secrecy obligation shall reimburse the direct damage caused to the other party.

8. SECURITY IN THE PROCESSING OF THE PERSONAL DATA

- 8.1. In view of the latest developments and costs, the supplier shall take reasonable technical, administrative, and organizational measures to uphold a security level adequate to protect the processed data taking into account the risks and the nature and sensitivity of the data. These measures can include when appropriate:
 - a. encryption of personal data,

- b. the ability to continuously ensure confidentiality, integrity, availability and resilience of information systems and e-services,
- c. the ability to restore availability and access to personal data in a reasonable time at a physical or technical incident; and
- d. a procedure for regularly testing, investigating and evaluating the effectiveness of the technical and organizational measures to ensure the safety of the data processing.

The supplier's more specific technical and organizational security measures taken to protect the processed personal data, the purpose and the intended effects, are described in a personal data policy; www.ester-bedomning.se/personaldatapolicy/

- 8.2. The supplier shall work systematically and continuously with the information security based on customer prioritization and in collaboration between the customer and the supplier.

Authentication

- 8.3. The supplier shall be responsible for ensuring that there are procedures for assignment, change, deletion and regular follow-ups of their own staff's access to the customer's personal data.

Logging

- 8.4. The supplier's more specific technical and organizational security measures taken to protect the processed personal data, the purpose and the intended effects are described in a personal data policy; www.ester-bedomning.se/personaldatapolicy/

Backup

- 8.5. The supplier has routines for data backups. If this agreement expires, the supplier shall be able to provide the backup copies to the customer, if so requested; see; www.ester-bedomning.se/personaldatapolicy/

Electronic information transfer

- 8.6. The supplier shall, in the event of electronic transfer of personal data from or to the customer or to others, adequately protect the information taking into account the sensitivity and nature of the personal data when communicated over the internet or another open network. Information transfer is encrypted in ESTER. The supplier's more specific technical and organizational security measures taken to protect the processed personal data, the purpose and the intended effects, are described in a personal data policy; www.ester-bedomning.se/personaldatapolicy/

Operation and maintenance

- 8.7. Before the supplier initiates their systems for the receipt or disclosure of information under this agreement, they are assured of quality and security through tests.
- 8.8. If the supplier intends to make changes to their system (upgrades, patching, etc.) in ways that are expected to affect information processing, the supplier shall notify the

customer thereof. Such information should be provided in good time before the change. More details of this are described in the terms of the license agreement; www.ester-bedomning.se/om-ester/terms-of-license/

Operation disturbances and incidents

- 8.9. Operational safety and stability and remediation of errors or deficiencies are regulated between the parties in the terms of the ESTER license; www.ester-bedomning.se/om-ester/terms-of-license/
- 8.10. Intrusion/breach attempts or other fraudulent procedures to gain access to the customer's personal data shall, in accordance with Article 33.2 GDPR be notified to the customer by the supplier without delay after the supplier became aware of the incident (personal data incident), as long as it is not unlikely that the personal data incident will endanger the rights and freedoms of natural/physical persons. Changes (reboots, upgrades, troubleshooting) are usually not allowed without informing the other party. Notifications of personal data incidents from the sub-contracted personal data assistant shall also be reported to the customer. See; www.ester-bedomning.se/personaldatapolicy/
- 8.11. If the customer or an inspection authority so requests, the supplier shall inform the registered person of an occurrence of personal data incident in accordance with current law.
- 8.12. The supplier undertakes to continuously log access to direct personal data under this agreement. The logs should contain what action was taken, which logged in user who implemented what action, and at what time it occurred.
- 8.13. The logs should have adequate security protection. Logs can be deleted first five (5) years after the logging occurred. Logs shall be handed over to the customer at the request of the authorized representative of the customer or if this agreement expires and if the customer then requests the logs.

9. COST

- 9.1. The cost for the service; ESTER license (that is; full access and use of ESTER's computer support) is stipulated in the terms of license; <https://www.ester-bedomning.se/om-ester/terms-of-license/>

10. LIMITATION OF LIABILITY/RESPONSIBILITY AND RESPONSIBILITY AGAINST THE REGISTERED PERSON FOR DAMAGE

- 10.1. The supplier, and its sub-contracted personal data assistants, are only technical service providers of the work carried out by the customer with the support of ESTER and its computer support, and the supplier, and its sub-contracted personal data assistants, shall in no way be regarded as active agents in this work. Therefore, the agreement entered into here between the customer and the supplier is only to be considered as a service

agreement. For clarification, the customer is solely and exclusively responsible for the activities and interventions undertaken as part of their use of ESTER.

- 10.2. The supplier is liable/responsible for material or immaterial damage to a registered person arising as a result of the personal data processing under this agreement only if the supplier:
- a) have not fulfilled the obligations of GDPR specifically addressed to personal data assistants; or
 - b) acted outside or in violation of this agreement and its instructions.
- 10.3. The supplier is not liable/responsible for errors, damages or administrative sanction fees according to Article 83 GDPR that depends on the customer or any circumstance for which the customer is responsible. Furthermore, the supplier is not responsible for any personal injury or other consequences that may result, directly or indirectly, from the use or misuse of information provided, presented or referred to in ESTER. The supplier is also not responsible for consequential damages, loss of profits, loss of expected savings and/or other indirect damages.

11. AGREEMENT TIME LIMITS

- 11.1. This agreement is valid from its signing and as long as the supplier has an assignment from the customer to process personal data on their behalf.
- 11.2. Changes and additions to this agreement shall be made in writing and signed by authorized representatives of both parties to be valid.
- 11.3. The supplier is not entitled to transfer all or parts of their obligations under this agreement to any other party without the written consent of the customer.
- 11.4. If a new updated agreement is signed by both parties, it is the latest dated version of the agreement that is in effect. The older one is then not valid anymore as an agreement.

12. DISPUTE

- 12.1 Disputes concerning the interpretation or application of this agreement shall be decided by the Örebro District Court in Sweden. Swedish law shall apply to the dispute. This should be the case as long as no other current laws says otherwise.

This agreement has been drawn up and signed in duplicate, of which each of the two parties has taken one.

Place and date _____

For the customer

(Signature)

(Name and work title)

Place and date _____

For the supplier

(Signature)

Henrik Andershed, CEO, Vetevi AB

(Name and work title)

Important information!

Following your signature, please send this agreement in two identical and signed copies to:

Vetevi AB
Personal data assistant agreement ESTER
Bruksgatan 11
702 83 Örebro
Sweden

Also, send a note with clear instructions where (to which mailing address) you wish to return the contract signed by both parties. You will be returned from us one copy of the agreement, which is signed by both parties. The second copy is retained by us (Vetevi AB).