



## DATA PROCESSING AGREEMENT FOR STRUCTURED OBSERVATION OF MOTOR PERFORMANCE IN INFANTS (SOMP-I)

Last updated: 2026-04-26

This DATA PROCESSING AGREEMENT (this "DPA") is entered into:

- The Licensee, who constitutes the business/employer/company licensing the Service ("Controller"), and
- **Movement Inspires AB**, corporate registration number 559462-8264 ("Processor").

Hereinafter together referred to as "**the Parties**".

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### 1. BACKGROUND

- 1.1 The Parties have on this day entered into an agreement regarding the Processor's provision of the Service to Controller (the "**Main Agreement**"). This Data Processing Agreement shall be deemed to form part of the Main Agreement.
- 1.2 This DPA governs the Controller's rights and obligations as a controller and the Processor's rights and obligations as a processor when Processor processes personal data for Controller.

### 2. DEFINITIONS

- 2.1 Unless otherwise stated, terms and expressions in this DPA shall be interpreted in accordance with applicable data protection legislation ("**Applicable Data Protection Legislation**").
- 2.2 Terms and expressions used in this DPA, but not defined in this DPA, shall be applied and defined in accordance with the Main Agreement.

### 3. APPENDICES

Specification of the processing of personal data	Appendix 1
Pre-approved sub-processors	Appendix 2

### 4. PROCESSING OF PERSONAL DATA

- 4.1 Processor undertakes to process personal data only in accordance with documented instructions from Controller, unless otherwise provided by Applicable Data Protection Legislation. This DPA and [Appendix 1](#) sets out Controller's initial instructions to Processor about the subject-matter and duration of the processing, the nature and purpose of the processing, the type of personal data and categories of data subjects.

The Data Controller is responsible for the management of reference numbers and for any linkage between reference numbers and an identifiable individual outside the Service. The Data Processor does not have access to such linkage.



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- 4.2 Controller confirms that Processor's obligations under this DPA, including [Appendix 1](#), constitute the complete instructions to be followed by Processor. Any changes to the Controller's instructions shall be negotiated separately and shall, to be valid, be documented in writing and signed by both Parties. The Controller is required to not, without such written agreement, allow Processor to process other categories of personal data, or to process personal data about other categories of data subjects than specified in [Appendix 1](#).
- 4.3 Processor shall without undue delay inform Controller if Processor believes that Controller's instructions regarding the processing of personal data are in violation of Applicable Data Protection Legislation.
- 4.4 Processor shall, to the extent required by Applicable Data Protection Legislation and in accordance with Controller's written instructions in each case, assist Controller in fulfilling its obligations under Applicable Data Protection Legislation.

### 5. SUB-PROCESSORS AND TRANSFERS OF PERSONAL DATA TO THIRD COUNTRIES

- 5.1 Controller approves that Processor may engage sub-processors within and outside the EU / EEA and may transfer personal data outside the EU / EEA. Personal data is primarily processed within the EU/EEA. Transfers outside the EU/EEA will only take place where necessary and in accordance with applicable data protection legislation. Processor shall ensure that sub-processors are bound by written agreements which impose on them corresponding data processing obligations as the obligations under this DPA in respect of data protection. [Appendix 2](#) contains a list of sub-processors that from the date of entry into force of this DPA have been pre-approved.
- 5.2 If Processor intends to hire a new sub-processor or replace an existing sub-processor to process personal data covered by this DPA, Processor shall inform Controller of this in advance and give Controller the opportunity to object to such changes. Such objections by Controller shall be made in writing without undue delay from receipt of the information by the Controller. Processor shall provide Controller with all information that Controller may reasonably request to assess whether the appointment of the proposed sub-processor complies with the Controller's obligations under this DPA and Applicable Data Protection Legislation. If, in accordance with Controller's justifiable opinion, compliance with these obligations is not possible through the proposed sub-processor and Processor despite Controller's objection wants to hire the proposed sub-processor, Controller is entitled to terminate this DPA at no extra cost. If the objection is not justified, the Controller is not entitled to terminate this DPA.
- 5.3 If personal data is transferred to or made available from outside EU / EEA, Processor shall ensure that the transfer is subject to an appropriate safeguard under Applicable Data Protection Legislation, such as standard data protection clauses adopted by the Commission. Controller hereby authorizes Processor to enter into such standard data protection clauses with sub-processors on behalf of Controller.

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### **6. DATA PROTECTION AND CONFIDENTIALITY**

- 6.1 Processor is obliged to fulfill its legal obligations regarding data protection under Applicable Data Protection Legislation and shall in all cases take appropriate technical and organizational measures to protect the personal data being processed.
- 6.2 Processor shall ensure that only such personnel who directly need access to personal data in order to fulfill Processor's obligations under this DPA has access to such data. Processor shall ensure that such personnel are subject to appropriate means of confidentiality.

### **7. DISCLOSURE OF PERSONAL DATA AND CONTACTS WITH COMPETENT AUTHORITIES**

- 7.1 Without the prior written consent of Controller, Processor undertakes not to disclose or otherwise make personal data processed under this DPA available to third parties, unless otherwise required by Swedish or European law or pursuant to a decision by a competent court or authority.
- 7.2 If a data subject requests information from Processor regarding the processing of the data subject's personal data, Processor shall without undue delay refer such request to the Controller.
- 7.3 If a competent authority requests information from Processor regarding the processing of personal data, Processor shall inform the Controller thereof without undue delay. Processor may not act in any way on behalf of the Controller or as its agent and may not transfer or otherwise disclose personal data or other information relating to the processing of personal data to third parties without the prior consent of Controller, unless otherwise required by Swedish or European law or pursuant to a non-appealable decision by a competent court or authority.
- 7.4 If, in accordance with applicable Swedish or European laws and regulations, Processor is requested to disclose personal data processed by Processor on behalf of Controller, Processor shall promptly notify Controller thereof, unless otherwise provided by applicable law or pursuant to a decision by a competent court or authority, and in connection with the disclosure request that the personal data be given confidential treatment.

### **8. PERSONAL DATA BREACH**

- 8.1 Processor shall notify Controller without undue delay after having become aware of a personal data breach.
- 8.2 Processor shall assist Controller with the information reasonably required to fulfill Controller's obligation to report personal data breaches.

### **9. RIGHT TO AUDIT**

- 9.1 In its capacity as controller, Controller shall have the right to take the necessary steps to verify that Processor is able to fulfill its obligations under this DPA and actually has taken the necessary measures to ensure that such obligations are fulfilled.

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- 9.2 Processor undertakes to provide Controller with all information required to demonstrate Processor's compliance with its obligations under this DPA, and to enable and participate in such audit, including on-site inspections, carried out by Controller or other examiner appointed by Controller, provided that the persons performing the audit enter into customary confidentiality agreements.

### **10. REMUNERATION**

- 10.1 Processor is entitled to compensation in accordance with Processors prevailing price list for work performed or assistance provided pursuant to the obligations in sections 4.4, 7, 8.2, 9 and 13 of this DPA.

### **11. LIMITATIONS OF LIABILITY**

- 11.1 Processor shall indemnify and hold Controller harmless from and against all claims and costs due to Processor's processing of personal data under this DPA in violation of Applicable Data Protection Legislation or this DPA.
- 11.2 Processor shall only process personal data in accordance with Controller's Instructions. Therefore, Processor is not liable in circumstances where Processor's actions result from instructions received from Controller.
- 11.3 Processor's liability under this DPA shall be limited to direct loss and to an amount, for each calendar year, corresponding to the fees which Controller has paid to Processor for the Service during the preceding twelve (12) months.

### **12. TERM OF AGREEMENT**

- 12.1 The provisions of this DPA shall apply as long as Processor processes personal data for which Controller is the controller.

### **13. MEASURES AFTER TERMINATION OF THIS DPA**

- 13.1 Upon termination of this DPA, Processor, at Controller's discretion, shall delete or return all personal data processed under this DPA within thirty (30) days after the termination of the Main Agreement, unless continued storage of personal data is required under Swedish or European law.
- 13.2 At the request of the Controller, Processor shall without undue delay confirm in writing the measures taken regarding the personal data, even where the provision of services has ended in accordance with 12 above.

### **14. CHANGES TO THIS DPA**

Changes to, and additions to, this DPA shall be made in writing and be signed by the Parties.

### **15. APPLICABLE LAW AND DISPUTES**

- 15.1 This DPA shall be interpreted and applied in accordance with Swedish law.
- 15.2 Disputes concerning the interpretation or application of this DPA shall be determined by the Uppsala District Court as the court of first instance.

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## Appendix 1

### Specification of the processing of personal data

<p><b>Purposes</b></p> <p>Specify all purposes for which personal data will be processed by Processor</p>	<p>The Processor collects personal data to provide the Service and fulfils its obligations under the agreement with the Controller.</p> <p>The processing is necessary to provide the functions of the Service, identify Users, administer user accounts, and for system-related statistical purposes associated with the functionality of the Service.</p> <p>Personal data collected in connection with ordering the Service is also necessary to manage the order, invoice the Controller, and provide login credentials to Users and the Controller.</p> <p>Data processed within SOMP-I is stored in pseudonymized form. When a User uses the “New form” function, a reference number is automatically generated by the system. The reference number may be used by the User to follow a child’s development over time, but the User is responsible for storing and reusing the reference number for repeated assessments. It is also possible to perform new assessments without reusing a previous reference number.</p> <p>The Data Controller is responsible for securely handling and storing reference numbers, as well as for any linkage between reference numbers and an identifiable individual outside the Service. The Data Processor does not have access to such linkage.</p> <p>In addition to the reference number, the following data is stored at each assessment: date of assessment, the child’s corrected age at the time of assessment, total score for level and performance, and, where applicable, the examiner’s name and workplace.</p> <p>There is no possibility within the system to link the data to an identifiable child or to reconstruct such information at a later stage.</p> <p>The Processor is therefore not able to identify children based on the data processed in the system. However, data relating to examiners (e.g. name and workplace) may be directly identifiable.</p> <p>Two (2) years after the first registration linked to a reference number, the reference number is anonymised, meaning that the data can no longer be linked together or tracked over time. The data will thereafter no longer constitute personal data.</p>
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	Data relating to users and examiners (e.g. name and workplace) is not affected by this anonymization and remains in the system until the user account is deleted or the agreement is terminated.
<b>Categories of personal data</b> Specify which categories of personal data Processor will process	<p>Company data consisting mainly of:</p> <ul style="list-style-type: none"><li>• Company name</li><li>• Billing address</li><li>• ZIP code</li><li>• City</li></ul> <p>Contact information consisting mainly of:</p> <ul style="list-style-type: none"><li>• First name</li><li>• Last name</li><li>• E-mail</li></ul> <p>Login details consisting mainly of:</p> <ul style="list-style-type: none"><li>• Username</li></ul> <p>Online identification consisting mainly of:</p> <ul style="list-style-type: none"><li>• IP address</li></ul> <p>Pseudonymized data relating to children and assessments consisting of:</p> <ul style="list-style-type: none"><li>• Reference number per registration</li><li>• Child's estimated date of birth based on ultrasound</li><li>• Child's corrected age at the time of assessment</li><li>• Date of assessment</li><li>• Where applicable, examiner's name and workplace</li><li>• Total score for motor level and motor quality</li><li>• Total score for each assessment displayed over time in relation to a reference number (for graphical display)</li></ul> <p>Data relating to children is processed in pseudonymised form. Reference numbers are generated automatically within the system and cannot be linked to an identifiable individual within the system. For any follow-up over time, the User is responsible for storing the reference number outside the system. The Processor is therefore not able to identify individual children based on the data processed. There is no possibility to reconstruct or link data to an identifiable child within the system.</p>
<b>Categories of data subjects</b> Specify for which categories of data subjects Processor will process personal data	<p>Data subjects include individuals whose personal data is provided to the Processor as part of fulfilling the purposes described above and consist mainly of:</p> <ul style="list-style-type: none"><li>• Contact persons at the Controller (e.g. administrators and billing contacts), whose data may include name, email address and workplace</li><li>• Users of the Service (including assessors), whose data may include name, username, email address and workplace</li></ul>

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	<ul style="list-style-type: none"><li>• Children whose data is processed in pseudonymized form without the possibility of identification within the system</li></ul>
<b>Retention Period</b>	Pseudonymized data relating to children is anonymized two (2) years after the first registration linked to a reference number, after which it no longer constitutes personal data. Data relating to users and examiners is not affected by this anonymization and will be deleted when the user account is removed or when the agreement is terminated, unless retention is required by law.
<b>Processing activities</b> Specify which processing activities will be performed by Processor	Processing of personal data performed as part of fulfilling the abovementioned purposes whether or not by automated means, such as collection, organization, structuring, storage, adaption, alteration, retrieval, use, transmission, restriction, erasure and destruction.
<b>Location for the processing of personal data</b> Specify all locations where personal data will be processed by Processor	In Sweden, within EU/EEA and, where applicable, outside the EU/EEA (see location for the processing by sub-processors in Annex 2).
<b>Data protection</b>	Implemented technical and organizational security measures to protect the data from unauthorized access, use, loss, change or deletion etc. consisting of manual controls and authentication control and access control. Processor may update or modify such technical and organizational security measures from time to time provided that such updates and modifications do not result in the degradation of the overall security of the processing activities.

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## Appendix 2

### Pre-approved sub-processors

Processing activity	Sub-processors	Location of processing (country)
Hosting and operation of SOMP-I	Mirva	Sweden

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