**Arrangement**

between

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and

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**Preamble**

1. This arrangement regulates the joint controllership of the parties to the agreement with regard to the joint processing of personal data at... / by the company…[Please provide a brief description here; the subject of the arrangement will be described in more detail in § 1] The subject of this arrangement is therefore the respective responsibilities of the relevant parties involved for compliance with their joint obligations as joint controllers (Article 26 GDPR) under the General Data Protection Regulation (GDPR). This in particular applies to measures for fulfilling the rights of the data subjects affected by this joint processing.
2. The parties undertake to support each other to the best of their ability in the event of inspections by supervisory authorities, in regulatory or criminal proceedings and/or in the defence of liability claims by data subjects.
3. **Subject of the arrangement**

The subject of the arrangement is based on the separate contractual agreement (hereinafter referred to as the “main agreement”) relating to the [**Please specify:** project name, basic agreement on co-operation etc.], to which reference is made here.

1. **Duration of this arrangement**

The duration of this arrangement is governed by that of the main agreement … [name of main agreement].

1. **Purpose and means of joint processing**
2. The common purpose of processing is …

[Please specify here the common purpose of processing, e.g.: sharing of data from survey X for research purposes, operation of a common research database]

1. The means of processing are: …

[Please specify here the means of joint processing. Where one party provides a means of processing, it must be ensured that the other parties are at least contractually permitted to influence the way in which the data is processed. Means include: questionnaire on the jointly operated website X, joint questionnaire on the website of Party X, common research database in the data centre of Party X]

1. **Data subjects, type of data, data processing**
2. The following individuals/categories of individuals are classed as data subjects:

[Please list here the individuals/categories of individuals classed as data subjects, e.g.: subjects, students, employees, lecturers]

1. The following data/categories of data provided by the respective data subjects will be processed:

[For each group of individuals, please specify here exactly which data/data categories provided by the individuals named will be processed, e.g.: name, address, date of birth, gender, occupation, income, “contact details” category]

1. Data will be processed jointly as follows:

[Please provide here a table (where necessary, as an annex entitled “Tabular overview of data flows”), to give a clear overview of all data flows, including, in particular, interfaces and transmission paths]

1. **Processors/subcontractors**

(1) Where processors are to be engaged within the scope of this arrangement, the parties shall conclude a contract with them in accordance with Article 28 of the GDPR and to inform the other party of this in writing.

(2) Where the parties commission services provided by third parties as an ancillary service to support the carrying out of processing activities, for example telecommunications services and maintenance, they are not obliged to inform the other party of this. In the case of ancillary services, the parties will be responsible for ensuring that all contractual agreements comply with the law and data protection requirements.

(3) Processors must provide their contractual services in the European Union (EU) or European Economic Area (EEA). Where a service is to be provided by a subcontractor based in a third country, the parties shall give their prior consent to this.

1. **Place of processing**

The data processed by the parties shall be processed exclusively within the EU or EEA.

1. **Technical and organisational measures**

(1) Within their area of activity pursuant to the **annex** on data flows under § 4, Para. 3, the parties shall ensure that all employees involved in processing data maintain data confidentiality in accordance with Article 28, Para. 3 and articles 29 and 32 of the GDPR for the duration of their employment and after termination of their employment relationship, and that they have accordingly committed themselves to confidentiality and are instructed in the relevant data protection provisions prior to the commencement of their work.

(2) The parties undertake to independently ensure that they comply with all the statutory storage obligations in place for the data in question. To this end, they must take appropriate measures to ensure data security (Article 32 et seq. GDPR). This in particular applies in the event that the co-operation is terminated.

(3) The relevant processing systems shall be implemented, preset and operated in compliance with the requirements of the GDPR and other sets of regulations, in particular in compliance with the principles of data protection by design and by default and by means of taking appropriate state-of-the-art technical and organisational measures.

1. **Data protection impact assessment**

Where a data protection impact assessment is required pursuant to Article 35 of the GDPR, the parties undertake to support each other.

1. **Responsibilities of the parties vis-à-vis data subject rights**

(1) Where personal data relating to a data subject is collected from the data subject, the parties will be jointly obliged to comply with the obligations to provide information arising from articles 13 and 14 of the GDPR. In addition, they will be obliged to make the essence of this arrangement available to the data subject. This information will be provided by Party … [name, contact details], who will co-ordinate the information with the other parties to the agreement. In turn, the other parties undertake to assist the party providing the information.

(2) The parties will be jointly obliged to verify the data subject rights pursuant to articles 15-22 of the GDPR (right of access, right to rectification, right to erasure, right to restriction of processing, notification obligation, right to data portability, right to object, individual decision-making) and, where necessary, to fulfil these data subject rights. The party whom the data subject contacts to assert their rights will be responsible for handling the corresponding request. The other parties will assist the party handling the request by providing them with the relevant information required for handling the request in a timely manner and will rectify or erase any data as required and transfer any necessary data.

1. **Notifiable data breaches**
2. Where a data breach within the meaning of articles 33 and 34 of the GDPR occurs, or where there is a strong suspicion of any such breach, the respective party must notify the other parties of this without undue delay, so that the parties can fulfil their joint responsibility in good time. The relevant notification must comprise the facts relating to the data breach, the data concerned, the potential consequences and the remedial action taken or proposed.
3. The parties designate each other as the contact point for data breaches:

Party A: Name, contact details

Party B: Name, contact details

1. If, following consultation between all controllers, it is concluded that notification under Article 33, 34 of the GDPR is necessary, the parties will assist each other in compiling the necessary information and co-ordinating any further action. Where the parties cannot reach an agreement on the need for notification, a notification must be issued.
2. **Records of processing activities**

Each party will maintain a record of processing activities. The parties undertake to support each other in this, in particular by sharing information.

1. **Liability vis-à-vis data subjects**

The parties will be jointly and severally liable for any damage caused by joint data processing (Article 82, Para. 4 GDPR). Where one party has paid full compensation for the damage suffered, that party will be entitled to claim back from the other parties involved in the same processing that part of the compensation corresponding to their part of responsibility for the damage.

1. **Miscellaneous**
2. There are no ancillary/supplementary agreements to this arrangement.
3. Any changes or ancillary/supplementary agreements to this arrangement must be made in writing and signed by all parties to the agreement. This also applies to any change to the written-form requirement itself.
4. If any individual provisions of this provision are or become invalid or ineffective, in whole or in part, the validity of the remaining provisions will remain unaffected. The invalid or missing provisions will be replaced by the respective statutory provisions. The parties undertake to replace any provisions that have become ineffective with effective provisions that come as close as possible to the original purpose pursued. Any corresponding amendments to this arrangement must be made promptly.

Signatures parties/controllers, Date

**Annexes**

* “Tabular overview of data flows”
* “Data flow” diagram

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