**JOINT CONTROLLER/Data Sharing Agreement**

Version 1.0 as of [moth, year]

*“[*Project full name*]”*

(“the Project”),

as identified in the Grant Agreement

[project number – short name]

Between

[names of other partners]

And

[names of other partners]

## Partners to the Agreement

 This Agreement is between:

|  |  |
| --- | --- |
| **Organisation** | **Responsible Manager** |
| ARISTOTLE UNIVERSITY of THESSALONIKI | [Insert job title here, for example, Lead GP] |
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The **Parties** are acting as **joint controllers** on behalf of the **[short name]** **project** which has received funding from the European Union’s Horizon 2020 Research and Innovation Programme under Grant Agreement No [project number], entitled: “[Project full name]”.

The **Parties** agree to share the Personal Data on terms set out in this Agreement which explains the purposes for which that Personal Data may be used.

In the context of the specific project, all parties can act as data providers and/or data recipients.

**Agreed terms**

1. **Interpretation**

The following definitions and rules of interpretation apply in this agreement.

Definitions:

**Privacy and Data Protection Legislation:** The national data protection legislation, the Human Rights Act 1998, the European Convention on Human Rights, the General Data Protection Regulation (GDPR; EU 2016/679) and all applicable laws and regulations relating to the processing of the personal data and privacy, and the equivalent of any of the foregoing in any relevant jurisdiction. References to legislation include any amendments made to those laws from time to time.

**The Project:** The[project short name] project.

**Agreed Purposes:** has the meaning given to it in Clause 3 of this Agreement.

 **The Agreement:** this Agreement.

**Business Day:** a day other than a Saturday, Sunday or public holiday in the countries of each Party when banks are open for business.

**The Tasks:** the tasks the Parties are contracted to carry out under the EU’s Grant Agreement No [project number] in order to provide the relevant deliverables.

**Joint Controllers:** According to Article 26(1) GDPR where two or more controllers jointly determine the purposes and means of processing of personal data, they shall be joint controllers.

**Data provider:** means the Party acting as joint controller, whose role in the Project involves the provision of personal data to the Project, including data transferring to the Data Recipients, for the purposes and tasks set out in [project number] and further specified in Appendix I to this Agreement.

**Data recipient(s):** means one (or more) of the Parties, acting as joint controller(s), whose role in the Project involves research and analysis on personal data provided to the Project by the Data Provider, for the purposes and tasks set out in the [reference in the project] of the Project Grant Agreement No [project number] and further specified in Appendix I to this Agreement.

**Data Processor:** means a natural or legal person, public authority, agency or other body which processes personal data on behalf of a controller.

**Lead Data Protection Authority:** the supervisor authority of the Data Provider.

**The Data Protection Authorities Concerned:** the supervisor authorities of the Data Recipients.

**The Personal Data:** means personal data as defined in the GDPR, any information relating to an identified or identifiable natural person, including [define personal data here or in an Appendix] and to be shared between the parties under Clause 4 of this Agreement.

**Subject Access Request:** means the "Right of access by the data subject" in Article 15 of the GDPR.

**Term:** shall mean the **duration** of the data sharing agreement which shall remain in force for the duration of the Project, but until [date], unless an extension of the Project duration is granted by the European Commission.

**Data Subject,** **Personal Data**, **sensitive/special category data**, **pseudonymisation**, **personal data breach**, **processing, supervisory authority and appropriate technical and organisational measures** shall have the meanings given to them in the GDPR.

Clause, Appendix and paragraph headings shall not affect the interpretation of this Agreement.

The Appendices form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Appendices.

Unless the context otherwise, requires, words in the singular shall include the plural and, in the plural, shall include the singular.

References to Clauses and Appendices are to the Clauses and Appendices of this Agreement and references to paragraphs are to paragraphs of the relevant Appendix.

Any words following the terms including, include, in particular or for example or any similar phrase shall be construed as illustrative and shall not limit the generality of the related general words.

A reference to **writing** or **written** includes letter, fax and email.

1. **Compliance with data protection laws**
2. The Parties acknowledge that under theGDPR, the Parties are acting as **Joint** **Controllers** where processing Personal Data under the terms of this Agreement.
3. Each Party must ensure compliance with the Privacy and Data Protection Legislation at all times during the Term of the Agreement.
4. **Agreed Purposes**
5. This **Agreement** sets out the framework for the sharing of Personal Data between the Parties. It sets out the **purposes** for which the Parties, the principles may process the Personal data and procedures that the Parties shall adhere to and the respective **responsibilities** of the Parties, in a transparent manner.
6. In order to carry out thetasks set under the EU’s Grant Agreement No [project number] the Parties have to transfer Personal Data between the Parties. **Appendix I** to this Agreement provides a detailed outline of the Purposes and Tasks and how the personal data will be processed to carry out those Tasks related to the purposes of the project.
7. The Parties agree to only process the Personal data in accordance with the **instructions** set out in this Agreement, and only for the purposes of performing the Tasks as described in **Appendix I**. The Parties shall not process Personal Data in a way that is incompatible with the purposes described in this Clause (the Agreed Purposes).
8. Each party shall appoint a single point of contact **(SPoC)** who will work together to reach an agreement with regards to any issues arising from the data sharing and to actively improve the effectiveness of the data sharing agreement. The points of contact for each of the parties are:

[Parties, contact persons, communication data]

1. **Personal Data**
2. The Personal Data shared under this Agreement are [define personal data here or in an Appendix]
3. The Parties agree that the Personal Data shared under this Agreement must be **pseudonymized** by the **Data Provider** before transferring to **Data Recipients** and not be irrelevant or excessive with regard to the Agreed Purposes set out in **Clause 3**, in order to **minimise** the amount of Personal Data shared.
4. The **Data Recipients** agree to process the Personal Data described in [paragraph or Appendix], only for the purposes outlined in **Clause 3** of this Agreement and strictly for no other purpose without the written authority of the **Data Provider**.
5. The **Data Recipients** will **NOT** disclose or share the Personal Data processed under the Agreement, with any third party without the written authority of the **Data Provider**.
6. The **Data Recipients** are prohibited from publishing any information related or produced by the Personal Data shared, including any results, without priorauthorisation by the **Data Provider**.
7. **Fair, transparent and lawful processing**
8. Each Party shall ensure that it processes the Personal Data **in a fair, transparent and lawful manner** in accordance with the Privacy and Data Protection Legislation during the Term of this Agreement.
9. For the purposes of processing collected data from [project short name] users, as described in **Appendix I**, tothis Agreement, each Party shall ensure that it processes shared Personal Data on the basis of the following legal grounds:
10. Lawful processing is based on the **data subjects’ consent** according to Article 6(1a) of the GDPR and/or
11. Lawful processing is based on the public interest and/or
12. Lawful processing is based on the purposes of the legitimate interests pursued by the joint controllers.

[Define the appropriate basis for lawful processing]

1. For the purposes described in **Clause 5.2** of this Agreement, the **Data Provider** undertakes to inform, where applicable, the data subjects with the information listed in **Article 13** of the GDPR in order to comply with the principle of **transparency**.
2. **Data Accuracy**
3. The Parties agree to ensure that the Personal Data processed is **accurate** and kept **up to date**. The Parties agree to review the accuracy of the personal data and make any necessary changes to any Personal Data, which is inaccurate or requires updating.
4. Where either Party becomes aware of inaccuracies in shared Personal Data, they will notify the other Parties.

## Retention of Data

The Parties shall retain the personal data of data subjects for [define the retention period of data as well as whether they shall be anonymised or deleted afterwards].

1. **Data subjects' rights**
2. For the purposes of processing collected data from [project short name] users based on the legal grounds of **Clause 5.2** of this Agreement**,** theData Subjects are entitled to **the following rights**:
3. The right to be informed, the right of access, the right to rectification, the right to data portability and the right to withdraw consent.
4. In case the consent is withdrawn, the Parties have the obligation to erase the Personal Data that was processed, unless there is another purpose justifying the continued retention**[[1]](#footnote-1)**. In this case and in line with Articles 7(3), 17(1b), 17(3d) and 89 of the GDPR, the processing of Personal Data necessary for scientific research purposes or for the purposes of archiving in the public interest may be used to justify the retention of the Personal Data.
5. Any change in the lawful basis for processing must be notified to a Data Subject in accordance with the information requirements in Articles 13 and 14 of the GDPR and under the general principle of **transparency1**.
6. Data Subjects can exercise their rights through a **Subject Access Request** to the **Data Provider.** If required,the **Data Recipients** agree to provide **full co-operation and assistance** to the Data Provider to enable him to comply with Subject Access Requests and to respond to any other queries or complaints. The Data Recipients agree to provide such assistance promptly and **no later than 5 Business Days** upon receipt by the Data Provider of a Data Subject request.
7. In case of any Subject Access Requests, queries or complaints received by the **Data Recipients**, the Data Recipients shall notify the Data Provider immediately (and no later than [define time period]) upon receipt in order to enable theData Provider to respond promptly to the Data Subjects.
8. The Data Recipients agree to act only under the Data Provider’s instructions in relation to any activities undertaken to resolve any complaints or comply with any requests from the Data Subjects under Clause 7.
9. To facilitate the Data Subjects’ rights, the Parties agree to maintain **Records** of all Personal Data processed and **all processing activities** under the Agreement (including any processing activities outsourced to a Data Processor, see Clause 8) in a structured, commonly used and machine-readable form. In addition to the above Records, the Parties shall maintain a record of Subject Access Requests or complaints including the decisions made or measures taken and any information that was exchanged. The Data Provider reserves the right to **inspect** the records maintained by the Data Recipients under this Clause at any time.

1. **Third party access**

[ what about third parties, if any]

1. **Data transfers outside the European Economic Area (eea)**

[ what are the measures or contractual clauses ;]

1. **Security**
2. The Parties shall implement appropriate technical and organisational measures to protect the Personal Data shared, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Personal Data transmitted, stored or otherwise processed in accordance with Article 32 of the GDPR.
3. Specifically, taking into account the Agreed Purposes and Processing activities (Clause 3), the nature of the Personal Data shared (Clause 4), the state of the art, the costs of implementation, as well as the risks arising from such processing activities for the rights and freedoms of the Data subjects, the Parties shall implement appropriate technical and organisational measures to ensure a level of security appropriate to those risks, including but not limited to the measures specified in **Appendix II** to this Agreement. The Parties agree to assist each other in meeting their obligation to keep the Personal Data shared secure and notify each other of any changes to the measures described in **Appendix II**.
4. The Data Recipients agree to allow for inspections and assessments to be undertaken by the Data Provider in respect of the security measures taken, or to provide evidence of those measures if requested.
5. **Data protection impact assessment (dpia)**
6. The Data Recipients as Joint Controllers with the Data Provider shall provide assistance to the Data Provider in meeting Article 35 obligation of the GDPR, if required, to carry out a joint Data Protection Impact Assessment, in relation to Processing of the Personal Data shared and taking into account any future changes on the risks represented by processing operations that might require a review of the original Data Protection Impact Assessment.
7. Where a DPIA referred to Clause 11.1 indicates an **unmitigated** **high risk** to the processing operations, the Data Recipients shall assist the Data Provider in meeting the **Prior Consultation** obligation with its Supervisory Authority in accordance of Article 36 of the GDPR.
8. **Personal data breaches and reporting procedures**
9. The Data Recipients are under a strict obligation to immediately notify the Data Provider of any **Personal Data Breach** and no later than **24 hours** upon the Data Recipients’ becoming aware of the breach. The Data Recipients shall provide all available information for the breach in order to enable the Data Provider to assess the risks to the rights and freedoms of the Data subjects and the actions required to resolve the issue in accordance with the Privacy and Data Protection Legislation and guidelines.
10. In case the Personal Data Breach **is likely to result in a high risk** to the rights and freedoms of the Data Subjects, the Data Recipients shall provide full assistance in order for the Data Provider to notify its Supervisory Authority **within 72 hours**, and if required, to notify the affected Data Subjects. Taking into account the conditions of the breach and the security measures applied, the Supervisor Authority might decide that a communication of the breach to the Data Subjects, in line with Article 34 of the GDPR, is not required.
11. The Data Recipients shall assist the Data Provider to **document** any Personal Data Breaches, comprising the facts relating to the security breaches, its effects and the remedial action taken to enable the Supervisory Authority to verify compliance with Article 33 of the GDPR.
12. **Documentation of compliance and Audit Rights**
13. Upon request by the Data Provider, the Data Recipients shall make available to the Data Provider all relevant information needed to demonstrate that they are all meeting the requirements of the GDPR, and reasonably cooperate with audits, including inspections by the Data Provider or an auditor mandated by the Data Provider or a competent Supervisory Authority. In order to be able to demonstrate compliance the Parties shall maintain appropriate **records** as described in Clauses 7.5 and 12.3.
14. The Data Provider shall give notice of any audit or inspection to be conducted to a Data Recipient and shall make reasonable endeavours to avoid causing damage or disruption to the Data Recipient’s premises, equipment and work in the course of such an audit or inspection.
15. The Data Recipients must inform immediately the Data Provider in case they think they have been given an instruction, which does not comply with the Privacy and Data Protection Legislation.
16. **Termination**
17. The Parties agree that following expiration or termination of this Agreement, the Data Recipients and any Processor acting on behalf of a Data recipient shall, **at the choice** of the Data Provider, return all the Personal Data transferred and the copies thereof to the Data Provider or shall destroy all the personal data and certify to the Data Provider that they have done so, unless legislation imposed upon a Data Recipient or any Processor prevents them from returning or destroying all or part of the Personal Data transferred. In that case, the Data Recipients or any Processor engaged must warrant that they shall guarantee the confidentiality of the personal data transferred and shall not actively process the personal data transferred anymore. The terms of this Agreement will continue to apply to such Personal Data.
18. The Data Provider reserves the right to issue instructions to be followed by the Data Recipientsincluding any Processorsfor thedestruction of the Personal Data shared under Clause 14.1, **at any time**.
19. **Limitation of liability**
20. Nothing in this Agreement relieves the Data Providers and Data recipients as joint controllers of their own direct responsibilities and liabilities under the GDPR.
21. **Severance**
22. If any provision or part-provision of the **Agreement** is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.
23. **Changes to the applicable law**
24. In case the applicable data protection and ancillary laws change in a way that the Agreement is no longer adequate for the purpose of governing lawful data sharing exercises, the Data Provider reserves the right to amend this Agreement. In such circumstances, the Data Recipients agree to implement any changes to its processing activities as are necessary to comply with the amended terms of the Agreement.
25. **Force Majeure**
26. Neither Party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances, the affected party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for 3 months, the Party not affected may terminate this Agreement by giving 30 days’ written notice to the affected Party.
27. **Governing law and dispute resolution**
28. This Agreement shall be governed by GDPR. The Clauses shall be governed by the law of the Member State in which the Data provider is established. The Parties will firstly seek to resolve any disputes arising in connection with this Agreement by amicable settlement. The Parties shall abide by a decision of a competent court or of the Lead Supervisory Authority of the Data Provider’s country of establishment.

**Appendix I – Purposes and Tasks**

[Short description of project with focus in data process]

**Appendix II – Description of the Security Measures**

[Describe security measures for data protection like **Pseudonymisation** , **Encryption**, **back-up procedures** , **Audit Log operation** , **non-disclosure declaration** etc]

**Appendix III – Description of Personal Data**

[Description of what personal data are processed in project]

**Signatures**

AS WITNESS:

Each person signing below and each Party on whose behalf such person executes this Agreement warrants that he/she, as the case may be, has the authority and the legal capacity to enter into this Agreement and perform the obligation herein.

The Parties have caused this Data Sharing Agreement to be duly signed by the undersigned authorised representatives **in separate signature pages the day and year first above written.**

**[Partner]**

Signature:

Name:

Position:

Date:

**[Next Partners]**

Signature:

Name:

Position:

Date:

1. Article 29 Working Party: Guidelines on consent under Regulation 2016/679, Section 5.2. Withdrawal of consent. [↑](#footnote-ref-1)