**Contract on Data Processing as Joint Controllers in Accordance with Article 26 of the General Data Protection Regulation (GDPR)**

between

Netherlands Organisation for Scientific Research (NWO), Postal address: PO Box 93461, 2509 AL The Hague, The Netherlands, the Coordinator

- hereinafter referred to as *Controller 1 –*

and

AGENCE NATIONALE DE LA RECHERCHE - France

- hereinafter referred to as *Controller 2* –

and

FONDS ZUR FÖRDERUNG DER WISSENSCHAFTLICHEN FORSCHUNG - Austria

- hereinafter referred to as *Controller 3* –

and

AKADEMIE VED CESKE REPUBLIKY – Czech Republic

- hereinafter referred to as *Controller 4* –

and

SUOMEN AKATEMIA - Finland

- hereinafter referred to as *Controller 5* –

and

DEUTSCHE FORSCHUNGSGEMEINSCHAFT - Germany

- hereinafter referred to as *Controller 6* –

and

RANNSOKNAMIDSTOD ISLANDS - Iceland

- hereinafter referred to as *Controller 7* –

and

LIETUVOS MOKSLO TARYBA - Lithuania

- hereinafter referred to as *Controller 8* –

and

NORGES FORSKNINGSRAD - Norway

- hereinafter referred to as *Controller 9* –

and

NARODOWE CENTRUM NAUKI - Poland

- hereinafter referred to as *Controller 10* –

and

FUNDACAO PARA A CIENCIA E A TECNOLOGIE - Portugal

- hereinafter referred to as *Controller 11* –

and

JAVNA AGENCIJA ZA RAZISKOVALNO DEJAVNOST REPUBLIKE SLOVENIJE - Slovenia

- hereinafter referred to as *Controller 12* –

and

VETENSKAPSRADET - SWEDISH RESEARCH COUNCIL - Sweden

- hereinafter referred to as *Controller 13* –

and

SCHWEIZERISCHER NATIONALFONDS ZUR FORDERUNG DER WISSENSCHAFTLICHEN FORSCHUNG - Switzerland

- hereinafter referred to as *Controller 14* –

and

ECONOMIC AND SOCIAL RESEARCH COUNCIL – United Kingdom

- hereinafter referred to as *Controller 15* –

and

FONDS NATIONAL DE LA RECHERCHE - Luxembourg

- hereinafter referred to as *Controller 16* –

and

FORSKINGSRADET FOR HALSA ARBETSLIVOCH VALFARD - Sweden

- hereinafter referred to as *Controller 17* –

and

STYRELSEN FOR FORSKNING OG UDDANNELSE - Denmark

- hereinafter referred to as *Controller 18* –

and

SIHTASUTUS EESTI TEADUSAGENTUUR - Estonia

- hereinafter referred to as *Controller 19* –

and

AGENCIA ESTATAL DE INVESTIGACIÓN - Spain

- hereinafter referred to as *Controller 20* –

and

AN TUDARAS UM ARD OIDEACHAS - Ireland

- hereinafter referred to as *Controller 21* –

and

FONDS NATIONAL DE LA RECHERCHE SCIENTIFIQUE - Belgium

- hereinafter referred to as *Controller 22* –

and

FONDS VOOR WETENSCHAPPELIJK ONDERZOEK-VLAANDEREN - Belgium

- hereinafter referred to as *Controller 23* –

and

SERVICE PUBLIC FEDERAL DE PROGRAMMATION POLITIQUE SCIENTIFIQUE - Belgium

- hereinafter referred to as *Controller 24* –

- collectively referred to as: *Joint Controllers* -

# Preamble

The Parties to this Agreement jointly determine the purposes and means of their joint processing activities (**Annex 1 and 2**). Regardless of this Agreement, they shall act as “Controllers” as defined in Art. 4 no. 7 of the General Data Protection Regulation (GDPR) and shall, independently of each other, be subject to all duties and obligations of a Controller under the GDPR. At the same time, the Controllers may provide each other with support in the fulfilment of their legal obligations. Such mutual support shall be stipulated between the Joint Controllers as follows:

# Section 1 Mutual Roles and Relationships of the Controllers

(1) In the course of the duties and obligations of the Joint Controllers in accordance with the GDPR and other data protection legislation, the mutual roles and relationships of the Controllers are described in **Annex 3** “Internal Allocation and/or Determination of Mutual Support regarding the Fulfilment of Obligations under the GDPR”.

(2) Regardless of para. 1, data subjects may assert rights which they have with and towards each individual Controller. To the extent a Controller cannot perform and fulfil its duties and obligations under the GDPR, in particular the rights of data subjects, independently, the other Controllers shall support it in this context to the required extent.

(3) If the data subject asserts their right towards a Controller and if Annex 3 governs an internal allocation and/or support among the Joint Controllers in this regard, such Controller shall arrange for envisaged involvement of the other Controllers to the required extent.

(4) This Agreement shall be provided to the data subject in accordance with Art. 26(2) sentence 2 GDPR, with the exception of **Annex 2**. Insofar, the internal allocation and/or mutual support is governed by **Annex 3**, where applicable.

# Section 2 Processor

If a processor is used, who can access personal data of the Controllers, the Controllers shall jointly decide on the suitability of the processor in accordance with Art. 28(1) GDPR. A contract on processing under Art. 28(3) GDPR with a processor may only be entered into jointly by the Controllers. Also, instructions under Art. 28(3) point (a) GDPR towards the processor can only be issued jointly.

# Section 3 Termination of the Contractual Relationship and Post-Contractual Obligations

(1) This Agreement shall end upon the termination of the main contract Grant Agreement number 822166. Currently this is expected to be May 2024, however this may change in the future, in which case this agreement shall be updated accordingly. The right to termination without notice for good cause shall remain unaffected.

(2) Upon termination of this Agreement, the Controllers shall ensure that there is no unauthorised access of a Controller to personal data for which another Contractual Party is responsible. To the extent there are no access authorisations, the Contractual Parties shall erase and/or destroy the personal data affected and/or provide such data to the Controller upon the latter’s request.

# Section 4 Violations to be Notified

The Contractual Parties shall inform each other immediately of any violation of this Agreement or applicable data protection laws.

# Section 5 Liability and Damages

The Joint Controllers are liable in the internal relationship by analogy with Art. 82 GDPR.

# Section 6 Rights and Protection of the Data Subjects

1. The Parties will see to it for the part for which they are responsible that Data Subjects can effectively exercise their rights under the GDPR and/or other Applicable Legislation and Regulations concerning the Processing of Personal Data.
2. Data Subjects can exercise their rights ensuing from the GDPR and/or other Applicable Legislation and Regulations concerning the Processing of Personal Data by sending a request to this effect to each Joint Controller.
3. The Parties will only process the Data Subjects’ personal data on the legal basis of public task.
4. When a Joint Controller collects their Personal Data, the Data Subjects will be notified as to the processing of the Personal Data in the framework of the Cooperation by means of data protection information. When providing information, the key points of these Regulations will be made available to the Data Subjects.
5. All parties, the Processor and the Joint Controller, will take suitable technical and organisational measures to protect the Personal Data processed by them against loss, theft or other wrongful Processing. These measures will comply with the relevant commonly accepted security standards applicable in this respect.

# Section 7 Miscellaneous, General Provisions

(1) The **Annexes** shall be obligatory components of this Agreement.

(2) The Contractual Parties shall only use persons for the performance of the Agreement whom they obliged to confidentiality or who are subject to an appropriate legal confidentiality obligation, and who understand their obligations under GDPR.

(3) The provisions of this Agreement shall prevail over deviating provisions in the main contract and any other contracts.

(4) If data are endangered at one of the Contractual Parties due to seizure or confiscation, an insolvency or settlement proceeding or other events or measures of third parties, the Contractual Party shall immediately inform the other Controllers thereof and ensure far-reaching transparency regarding their shared responsibility for the personal data towards the parties involved. In such cases, the Contractual Parties shall be obliged to take all measures in order to provide each other with support to the required extent to prevent any unlawful data accesses by third parties.

(5) There are no ancillary agreements to this Agreement. Amendments or supplements to this Agreement shall be in writing. If a provision of this Agreement is or becomes invalid, this shall not affect the remaining contents of the Agreement. The invalid provision shall be amicably replaced by such valid provision coming as close as possible to the original intention of the Parties.

|  |  |
| --- | --- |
| [**Place**], this [**date**]  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  - *Controller 1 -* | [**Place**], this [**date**].  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  - Controller *2* - |

|  |  |
| --- | --- |
| [**Place**], this [**date**]  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  - *Controller 3 -* | [**Place**], this [**date**].  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  - Controller *4* - |

|  |  |
| --- | --- |
| [**Place**], this [**date**]  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  - *Controller 5 -* | [**Place**], this [**date**].  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  - Controller *6* - |

|  |  |
| --- | --- |
| [**Place**], this [**date**]  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  - *Controller 7 -* | [**Place**], this [**date**].  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  - Controller *8* - |

|  |  |
| --- | --- |
| [**Place**], this [**date**]  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  - *Controller 9 -* | [**Place**], this [**date**].  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  - Controller *10* - |

|  |  |
| --- | --- |
| [**Place**], this [**date**]  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  - *Controller 11 -* | [**Place**], this [**date**].  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  - Controller *12* - |

|  |  |
| --- | --- |
| [**Place**], this [**date**]  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  - *Controller 13 -* | [**Place**], this [**date**].  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  - Controller *14* - |

|  |  |
| --- | --- |
| [**Place**], this [**date**]  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  - *Controller 15 -* | [**Place**], this [**date**].  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  - Controller *16* - |

|  |  |
| --- | --- |
| [**Place**], this [**date**]  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  - *Controller 17 -* | [**Place**], this [**date**].  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  - Controller *18* - |

|  |  |
| --- | --- |
| [**Place**], this [**date**]  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  - *Controller 19 -* | [**Place**], this [**date**].  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  - Controller *20* - |

|  |  |
| --- | --- |
| [**Place**], this [**date**]  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  - *Controller 21 -* | [**Place**], this [**date**].  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  - Controller *22* - |

|  |  |
| --- | --- |
| [**Place**], this [**date**]  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  - *Controller 23 -* | [**Place**], this [**date**].  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  - Controller *24* - |

* **Annex 1 General Information on the Processing Activities**
* **Annex 2 Means of the Processing Activities**
* **Annex 3 Internal Allocation and/or Determination of Mutual Support regarding the Fulfilment of Obligations under the GDPR**

# **Annex 1 General** Information **on the Processing Activities**

## 1. Subject Matter of the Processing Activity

The subject matter of the processing activity is: **NORFACE Joint Transnational Research Programme “Democratic governance in a turbulent age (Governance)”, Horizon 2020, ERA-NET-Cofund, Grant Agreement number 822166 – for the duration of the Grant Agreement.**

Joint controlling is relevant at the following procedural stages:

1. Submission of Outline Proposals: Applications are submitted via online platform ISAAC under the control of controller 1 (NWO). The documents are shared with all controllers.
2. Review of Outline Proposals: An international review panel is appointed in cooperation by all controllers. Results are shared with all controllers.
3. Submission of Full Proposals: Applications are submitted via online platform ISAAC under the control of controller 1 (NWO). The documents are shared with all controllers.
4. Review of Full Proposals: In a first step, all controllers nominate reviewers. Reviews are obtained by controller 1 (NWO) and shared with all controllers. In a second step, an international review panel is appointed in cooperation by all controllers. Results are shared with all controllers.
5. Evaluation of outcomes: Funded projects submit reports to controller 1 (NWO). An international expert group is appointed in cooperation by all controllers. Results are shared with all controllers.

Upon termination of the Grant Agreement, personal data will no longer be processed and removed from active administration.

## 2. Purpose of the Processing Activity

The processing activity under shared responsibility serves the purposes agreed in the main contract **CONSORTIUM AGREEMENT, NORFACE Joint Transnational Research Programme “Democratic governance in a turbulent age (Governance)” of 21 January 2020 (version 2).**

## 3. Type of Personal Data (Data Types)

*Editing notice: Please choose and complete the applicable option. The non-applicable provisions may be removed.*

The following data types are affected by the processing activity:

### General Data / Private Contact Details

* Names
* Nationality
* Dates of birth / age

### Service and IT (use) data

* Telecommunication data / message contents
* Image/video data

### Professional data

* Master data
* Qualifications / development potentials / profession profiles
* Travel booking / accounting data
* **Others:** content of scientific proposals

**4. Categories of data subjects**

The following categories of persons are affected by the processing activity:

* applicants
* participants of funded projects
* employees
* reviewer

# **Annex 2 Means of the Processing Activities**

Taking into account

* current GDPR rules and guidelines,
* the implementation costs of partners e.g. technology set up and security measures and
* the type, scope, circumstances and
* the purposes of the processing as well as
* the varying likelihood and severity of the risk to the rights and freedoms of natural persons,

the Joint Controllers take appropriate means (technical and organisational measures) pursuant to Art. 32 GDPR for their own sphere of activity in order to ensure an appropriate level of data protection.

When assessing the appropriate level of protection, in particular the risks shall be taken into account which are connected to the processing activity, in particular by - whether unintentional or unlawful - destruction, loss, change or unauthorised disclosure and or unauthorised access to personal data which were transferred, stored or processed in any other way.

# **Annex 3 Internal Allocation and/or Determination of Mutual Support regarding the Fulfilment of Obligations under the GDPR**

| **Obligation under the GDPR** | **All Controllers** |
| --- | --- |
| Art. 5(1) point (a): Fair processing | ✓ |
| Art. 5(1) point (a), Art. 6: Lawfulness of processing | ✓ |
| Art. 5(1) point (a): Transparency of processing | ✓ |
| Art. 5(1) point (b): Purpose limitation of processing | ✓ |
| Art. 5(1) point (c): Data minimisation | ✓ |
| Art. 5(1) point (d): Accuracy of personal data | ✓ |
| Art. 5(1) point (e):  Storage limitation | ✓ |
| Art. 5 point (f): Integrity and confidentiality | ✓ |
| Art. 5(2): Accountability | ✓ |
| Art. 13: Information obligation for direct collection | ✓ |
| Art. 14: Information obligation for collection by third parties | ✓ |
| Art. 15: Processing of requests for access | ✓ |
| Art. 16: Processing of requests for rectification | ✓ |
| Art. 17, 18: Processing of claims for erasure of the data or restriction of processing | ✓ |
| Art. 19: Notification of rectification, erasure or restriction of processing | ✓ |
| Art. 20: Processing of requests for handover (data portability) | ✓ |
| Art. 21: Processing of objections | ✓ |
| Art. 24 in connection with Art. 32: Implementation of the technical and organisational measures after risk assessment | ✓ |
| Art. 24: Reviewing and updating of the technical and organisational measures | ✓ |
| Art. 24: Documentation of the selection of the technical and organisational measures | ✓ |
| Art. 25: Ensuring “privacy by design” and “privacy by default” | ✓ |
| Art. 26: Provision of the essential services under this Agreement | ✓ |
| Art. 26: Point of contact for data subjects | ✓ |
| Art. 27: Written appointment of a representative within the EU with legal effect for all Controllers (where required) | ✓ |
| Art. 28: Initial examination of the suitability of processors  (where required) | ✓ |
| Art. 28: Regular controls of processors (where required) | ✓ |
| Art. 30: Maintenance of the record of processing activities | ✓ |
| Art. 33, 34: Ensuring the notification obligation and, where applicable, notification of data subjects in the event of data breaches | ✓ |
| Art. 35: Assessment of the necessity and performance of data protection impact assessments | ✓ |
| Art. 36: Prior consultation of a supervisory authority and transfer of the required information | ✓ |
| Nature: 42: Performance of certification mechanisms, data protection seals and marks (optional) | ✓ |
| Art. 46: Ensuring appropriate safeguards in the course of transfers to third countries (where required) | ✓ |

|  |
| --- |
|  |

In general, the duty to come up with the above-mentioned obligations of the Controllers under the GDPR shall be undertaken by the Controller in whose area of activity the joint processing takes place. To the extent a Controller cannot perform and fulfil its duties and obligations under the GDPR, the other Controllers shall support it in this context to the required extent.

In particular the duty to provide information to the data subjects as well as requests from the data subjects shall be assumed or answered in each case by the Controller in whose area of activity the data subjects are active (e.g. commissioned reviewer of Controller 1, application to Controller 1, employee of Controller 1). If a controller receives a request or inquiry from a data subject regarding those obligations which are covered by the responsibility of one of the other data controllers, this request or enquiry is forwarded to the responsible data controller as soon as possible. If required, the Joint Controller provide each other with the necessary information from their respective fields of activity.

Any requests and claims concerning data processing by the online platform ISAAC shall be assumed or answered by controller 1 (NWO).