

Agreement on Jointly Controlling Personal Data pursuant to Art. 26
GDPR

between the

University of Potsdam

represented by the President,
Prof. Oliver Günther, Ph. D.

represented by the Chancellor,
Mr. Karsten Gerlof,

Zentrum für Informationstechnologie und Medienmanagement (ZIM)

Am Neuen Palais 10
14469 Potsdam
Germany

- Data Controller 1 -

and the

University of Cagliari

represented by the Rector,
Prof. Francesco Mola

Via Università, 40
09124 Cagliari
Italy

represented in turn by the Vice-Rector for International Affairs,
Prof. Alessandra Carucci,

Direzione per la Ricerca ed il Territorio
Via San Giorgio, 12
09124 Cagliari,
Italy

- Data Controller 2 -

and the

Masaryk University

represented by the Rector,
Prof. Martin Bareš

represented in turn by the Vice-Rector for Internationalization,
doc. PhDr. Břetislav Dančák, Ph.D.

Žerotínovo nám. 617/9

60177 Brno
Czech Republic

- Data Controller 3 -

and the

University Paris Nanterre

represented by the President,
Prof. Philippe Gervais-Lambony

represented in turn by the Head of the Legal and Institutional Affairs Office,
Diane De Bearn

200 avenue de la République
92001 Nanterre Cedex
France

- Data Controller 4 -

and the

University of Pécs

represented by the Rector,
Prof. Dr. Attila Miseta, Ph. D. and

represented in turn by the Chancellor,
István Decsi

Vasvári Pál Utca 4
7622 Pécs
Hungary

- Data Controller 5 –

and the

University Rennes I

represented by the Rector,
Prof. David Alis and

represented in turn by the Directrice du Suptice (Service universitaire de
pédagogie et des Tice), Carole Nocéra-Picand

2 rue du Thabor
CS 46510 35065 RENNES Cedex
France

- Data Controller 6 -

Section 1 Introduction, Scope, Definitions

- (1) This contract governs the rights and obligations of the parties as joint data controllers (hereinafter referred to as "Parties" or Data Controller 1, 2, 3, 4, 5 and 6).
- (2) This contract applies to all activities for which employees of the Parties or processors engaged by them process personal data.
- (3) The Parties have jointly determined the aims and ends (purposes) and the technologies and methods (means) of the processing activities described in more detail below. Therefore, they are joint controllers in terms of Art. 4 (7) GDPR.
- (4) Terms used in this contract are to be understood according to their definition in the GDPR.

Section 2 Subject and Duration of the Processing of Personal Data

(1) Subject

- The subject of this agreement is derived from the Main Contract dated, to which reference is made here (hereinafter Main Contract),

or

- The subject of this agreement is the processing of the personal data described in more detail below: The European Digital UniverCity (EDUC) is an alliance formed by six European universities to foster collaboration in the areas of teaching, research, innovation and third mission. Participating universities are the University of Cagliari (Italy), Masaryk University (Czech Republic), University Paris-Nanterre (France), University of Pécs (Hungary), University of Potsdam (Germany) and University Rennes I (France). The central e-learning platform "EDUC Moodle" under the URL <https://learning.educalliance.eu/> is established in order to promote and execute electronically supported learning ("e-learning") among the participating EDUC universities and to make it accessible on a uniform platform.

(2) Duration

- The duration of this agreement (time period) corresponds to the time period of the Main Contract.

or

- The duration of this agreement (time period) is limited until

or

- The agreement is concluded for an indefinite period of time and can be terminated by one of the Parties by giving notice at least three months prior to the end of the running semester that ends latest among the partner universities. Termination by one Party does not terminate the contractual relationship between the remaining Parties.

(3) Special Right of Termination

- (a) Each Party can terminate this agreement at any time without complying with a notice period ("extraordinary termination") if there is a serious violation of another Party against data protection regulations or the stipulations of this agreement. A serious violation shall be deemed

to exist in particular if one Party has to a great extent not fulfilled the obligations defined in this agreement, particularly the agreed technical and organizational measures.

- (b) For insubstantial violations by one Party, the other Parties shall set a reasonable deadline for remedying the defect. If the remedying does not take place in good time, the Parties are also entitled to extraordinary termination.
- (c) In case of extraordinary termination, the Party that is responsible for the termination is to reimburse the other Parties for all cost that are incurred due to the premature termination of the Main Contract or of this contract.
- (d) Upon termination of the contractual relationship, the leaving Party shall either destroy the data processed or hand them over to the remaining Parties at the Parties' option. All existing copies of the data shall also be destroyed. The destruction must be carried out in such a way that it is no longer possible to restore the data at a reasonable cost.

Section 3 Specification of the Contents of the Agreement

(1) Type and purpose of the intended data processing

- The type and purpose of the joint processing of personal data are specifically described in the Main Contract under

or

Detailed description of the subject of the contract as regards the type and purpose of the joint data processing: The types of processing are: collection, recording, organisation, structuring, storage, adaptation or alteration, commenting or correcting, retrieval, use, dissemination or otherwise making available, restriction, erasure or destruction. The purpose of data processing is the provision of the shared learning management system "EDUC Moodle" within the framework of crossborder European learning and teaching.

(2) Type of data

- The type of personal data used is specifically described in the Main Contract under:

or

- The object of the processing of personal data are the following data types/categories (list/description of the data categories)
 - Personal master data
 - Communication data (e.g., telephone, email)
 - Planning and control data
 - Content data (e.g. teaching materials, commentaries, examinations, chats, uploaded materials)

(3) Categories of data subjects

- The categories of the data subjects are specifically described in the Main Contract under:

or

- The categories of the data subjects comprise:
 - Students
 - Doctoral candidates

- Examination candidates
- External users of higher education institutions
- Employees (e.g. teachers, administrative staff)

Section 4 Obligations of the Data Controllers

(1) Ensuring compliance with legal provisions

- All Parties are equally responsible for complying with legal provisions, in particular for the legality of the data processing.

or

- Each Party ensures compliance with legal provisions, particularly the legality of the data processing for processing activities they conduct themselves. All Parties are equally responsible for complying with legal provisions, particularly for the legality of data processing for processing activities they conduct together.

- (2) The Parties shall take all necessary technical and organizational measures to ensure that the rights of the data subjects, particularly those pursuant to Chapter III GDPR, are ensured at all times within the statutory time limits.
- (3) The principal office of Data Controller 1 is considered the headquarters and serves as a reference to determine the responsible supervisory authority.
- (4) Data Controller 1 commits to providing data subjects with the information on data protection required pursuant to Art. 13 and 14 GDPR in the respective local language.
- (5) The point of contact for exercising rights as data subjects resulting from Art. 15 to 21 GDPR is Data Controller 1 for the general technical data of running the platform and the Data Controller of the respective university of affiliation of the teacher(s) for those courses or modules taught. Related to this is the obligation to make available to data subjects upon request the information pursuant to Art. 15 GDPR and to handle processing requests pursuant to Art. 16 to 21 GDPR.
- (6) If data subjects pursuant to Art. 26 subsection 3 GDPR assert a claim to information or other rights resulting from Chapter III of the GDPR towards the other Data Controller(s), the request will be forwarded to the respective Data Controllers named in subsection (5).
- (7) Data Controller 1 commits to providing data subjects with the obligatory information pursuant to Art. 26 subsection 2 GDPR. The essentials of this agreement including the respective actual functions and the relationships of the joint Data Controllers must be made available to the data subjects in a transparent way.

Section 5 Provisions on Data Processing

(1) Data Controller 1 shall take over the following processing of personal data:

- (a) Data as mentioned in numbers 1-4 under "Processed Data" in the Data Protection Notice as required for the general running of the platform.
- (b) User data as mentioned in number 5 under "Processed Data" in the Data Protection Notice originating from the context of courses or modules taught by individual teachers.

(2) Data Controller 2, 3, 4, 5 and 6 shall take over the following processing of personal data:

- (a) User data as mentioned in number 5 under “Processed Data” in the Data Protection Notice originating from the context of courses or modules taught by individual teachers.
- (b) Data as mentioned in numbers 1-3 under “Processed Data” in the Data Protection Notice as required for the support of individual courses and modules.
- (3) Cooperation between the parties to achieve the purpose is planned for the following parts of the data processing:
 - (a) User data as collected in the context of courses or modules taught by teachers from the partner universities in collaborative scenarios.
 - (b) User data as collected in the context of the provision of general learning material.

Section 6 General Obligations when Processing

- (1) The Parties declare in a legally binding manner that all persons engaged for the purposes of data processing committed to confidentiality before beginning their work, or that they are subject to an appropriate statutory or confidentiality obligation anchored in a collective agreement.
- (2) If professional secrets protected by Section 203 StGB (Criminal Code) are affected by the processing, all Parties declare in a legally binding manner that all persons engaged for data processing were bound to confidentiality pursuant to Section 203 StGB before beginning their work. All persons engaged for data processing were, in addition, informed that the commitment to confidentiality continues to exist also after terminating and leaving their work.
- (3) Furthermore, all persons are to be bound as regards the obligation to maintain the business and operating secrets of the Parties, and before beginning processing are to be reminded of Section 17 UWG (Law on Unfair Competition) and the consequences associated with a violation.
- (4) If a party is the victim of a personal data breach, it shall inform the other parties concerned by the breach within 48 hours of becoming aware of it via the contacts appended to this agreement. This notification must be accompanied by any useful documentation to enable the parties concerned, if necessary, to notify this violation to the competent supervisory authority.

Section 7 Ensuring the Security of the Processing

All Parties commit to designing the internal organization in their respective areas of responsibility such that they fulfill the special requirements of data protection. Each Party will take technical and organizational measures to adequately secure the data against abuse and loss that fulfill the requirements of the relevant data protection provisions.

Section 8 Rectification, Restriction of Processing, Erasure and Return of Data Storage Media

- (1) During the period in which the agreement applies, one Party will rectify, erase, or restrict processing of the data which is the subject of this contract only in consultation with the respective other Parties.
- (2) If a destruction is to be undertaken during ongoing processing, the respective responsible Data Controller will take over the destruction of data storage media and other materials in a manner compliant with data protection regulations.

Section 9 Contracted Data Processing

- (1) Each Party commits, when deploying contracted processors, to concluding a contract with them pursuant to Art. 28 GDPR. The other Parties are to be informed before conclusion of the contract.
- (2) Each Party has the right to object to the engagement of a specific processor in the event of good cause.
- (3) A processor must provide his or her contractual services in the European Union (EU) or in the European Economic Area (EEA). If a provision of services is carried out by a processor in a third country, all Parties must have given their consent to this.
- (4) The respective processor must, in order to ensure the obligations resulting from this agreement, be contractually bound by the Party engaging the processor.
- (5) Each processor must ensure upon deploying sub-contractors that the obligations arising from this agreement are also fulfilled by the sub-contractors.
- (6) Every processor must have appointed a data protection officer. The contact data of the data protection officer will be made available to all parties.

Section 10 Other

- (1) The Parties' data protection officers are listed in Appendix 1 to this agreement.
- (2) If individual stipulations of this agreement should prove to be, completely or in part, ineffective or unfeasible or ineffective or unfeasible as a consequence of changes in legislation after conclusion of the contract, the remaining contractual stipulations and the effectiveness of the contract overall remain unaffected by this.
- (3) The effective and executable stipulation that is as close as possible to the meaning and purpose of the invalid stipulation should supersede the ineffective or unfeasible stipulation.
- (4) If the contract proves to have omissions, stipulations apply that correspond to the meaning and purpose of the contract and that would have been agreed had they been taken into account.

Section 11 Applicable Law and Place of Jurisdiction

- (1) European and local laws of the respective partners shall apply to all data protection issues. German law shall apply to legal issues not related to data protection.
- (2) The place of jurisdiction is the head office of Data Controller 1.

Signatures

Location, date

Location, date

Data Controller 1 (UP)
Karsten Gerlof,
Chancellor University of Potsdam

Data Controller 2 (UNICA)
Prof. Alessandra Carucci,
Vice-Rector for international Affairs

Location, date

Data Controller 3 (MUNI)
Břetislav Dančák, Ph.D.,
Vice-Rector for Internationalization

Location, date

Data Controller 5 (PTE)
Prof. Attila Miseta, Rector

Location, date

Data Controller 5 (PTE)
István Decsi, Chancellor

Location, date

Data Controller 4 (UPN)
Diane De Bearn,
Head of the Legal and Institutional Affairs Office

Location, date

Data Controller 6 (UR1)
Prof. David Alis, President

Appendix 1 - Data protection officer of the Data Controllers

Currently appointed as the internal data protection officer at Data Controller 1:

Dr. Marek Kneis
Am Neuen Palais 10
14469 Potsdam
Tel.: +49 331 977-124409
Fax: +49 331 977-701821
Email: datenschutz@uni-potsdam.de

Currently appointed as the internal data protection officer at Data Controller 2:

Dr Massimo Farina
Università degli Studi di Cagliari
via Università, 40
09124 Cagliari
Email: dpo@unica.it

Currently appointed as the internal data protection officer at Data Controller 3:

PhDr. Mgr. Mona Nechvátalová
583 Žerotínovo nám. 617/9
60177 Brno
Email: nechatalova@rect.muni.cz

Currently appointed as the internal data protection officer at Data Controller 4:

Diane De Bearn
Service des Affaires Juridiques et Institutionnelles (SAJI)
Batiment Pierre Grappin
200 avenue de la République
92001 Nanterre Cedex
France
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Currently appointed as the internal data protection officer at Data Controller 5:

Dr. Gergely László Szőke
Vasvári P. u. 4.
7622 Pécs
Email: adatvedelem@pte.hu

Currently appointed as the internal data protection officer at Data Controller 6:

Monsieur le Président de l'Université de Rennes 1
A l'attention de la déléguée à la protection des données
2 rue du Thabor
CS 46510
35042 Rennes CEDEX
Email: dpo@univ-rennes1.fr