**Joint Controller Agreement**

**Between**

**Erasmus University Rotterdam**

**And**

**[NAME JOINT CONTROLLER]**

**As meant in Article 26 of the EU General Data Protection Regulation**

***The undersigned:***

Erasmus University Rotterdam, a publicly established legal entity with registered offices at Rotterdam, the Netherlands, registered at the Netherlands Chamber of Commerce, number 24495550, with the main premises located at Burgemeester Oudlaan 50, 3062 PA Rotterdam, for the purpose of this Joint Controller Agreement legally represented by K.F.B. Baele MSc, President of the Executive Board. (**Joint Controller 1**)

And

[NAME], whose registered office is at [ADDRESS] in [TOWN/CITY], Chamber of Commerce number [COC], legally represented in this matter by […]. (**Joint Controller 2**)

hereinafter collectively referred to as: “Parties” or “Joint Controllers” and each separately as “Party” or “Joint Controller”;

***whereas***

* for the execution of their Main Agreement [insert name and date of main agreement], Parties want to act in accordance with the requirements laid down in the EU General Data Protection Regulation (hereinafter: ‘GDPR’) and the Dutch Implementing Act of the GDPR;
* for the performance of the Main Agreement, Parties will share personal data with one another (hereinafter: ‘Shared Personal Data’) for scientific research purposes;
* Parties ensure that they only process the personal data necessary for the execution of the Main Agreement, unless otherwise required by law;
* this Joint Controller Agreement (hereinafter: ‘this Agreement’) reflects the arrangements that the Parties have agreed to put in place to facilitate the sharing of personal data between the Parties;
* Parties realize that it is often not possible to fully identify the purpose of personal data processing for scientific research purposes at the time of or before the start of data collection. However, Parties will try to stay as close to the purpose formulated in the Main Agreement as possible.
* This Agreement covers all processing of personal data following from the execution of the Main Agreement between Parties;

Parties, acting as Joint Controllers for the processing of personal data for the execution of the Main Agreement have agreed as follows:

**ARTICLE 1. GENERAL OBLIGATIONS**

* 1. Parties oblige themselves to process the Shared Personal Data in accordance with the GDPR and other relevant (local) data protection and privacy laws and regulations.
  2. Parties shall process the Shared Personal Data only if at least one of the legal bases of article 6 of the GDPR applies.
  3. Parties shall only process special categories of personal data as part of the Shared Personal Data if at least one of the exceptions, as meant in article 9 GDPR or article 22 up to and including article 30 of the Dutch Implementing Act of the GDPR, applies.
  4. The Party collecting the data from the data subject is responsible for and shall provide data subjects timely with all the information that is necessary to provide to ensure the individual is informed and the processing is lawful and fair, in accordance with applicable laws. This also includes providing the essence of this Agreement to the data subjects.
  5. Parties ensure that the Shared Personal Data is accurate and up-to-date at the moment of disclosing it to the other Party.

**ARTICLE 2. DATA SUBJECTS' RIGHTS**

* 1. Parties facilitate data subjects to exercise their rights under the GDPR.
  2. Parties are both point of contact for data subjects. Parties notify data subjects that they can contact both Parties for questions or requests.
  3. Parties agree that the responsibility for complying with such a request falls to the Party receiving the request.
  4. The Joint Controllers agree to provide reasonable and prompt assistance (within 5 business days of such a request for assistance) to each other to enable them to comply with the requests and to respond to any other queries or complaints from data subjects.

**ARTICLE 3. DATA TRANSFERS TO THIRD COUNTRIES**

3.1 Parties will not transfer any personal data to countries outside the European Economic Area (EEA) or an international organization governed by public international law, including making personal data available or accessible unless that appropriate safeguards are taken to ensure an adequate level of protection of personal data is provided to the Shared Personal Data.

3.2 An adequate level of protection for a country or a region or sector of a country can be established by a decision of the European Commission. Where there is not such a decision, Parties may only transfer Shared Personal Data to a country outside of the EEA when appropriate safeguards are adduced as provided by Chapter 5 of the GDPR, such as EU Standard Contractual Clauses. Parties notify each other of the implementation of such adequate transfer mechanism, as they may be made available to data subjects.

**ARTICLE 4. SECURITY & DATA BREACHES AND REPORTING PROCEDURES**

* 1. Parties shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the risks of the processing, such as accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to personal data transmitted, stored or otherwise processed.
  2. Parties implement internal data breach procedures directed at detecting and acting on security incidents and data breaches, including measures to act upon recovery.
  3. Upon receiving knowledge of a (potential) data breach of personal data, Parties notify each other. The information contains at least: (a) the nature of the breach, (b) the persons or agencies where more information about the data breach can be obtained, (c) the recommended measures to reduce the negative consequences of the data breach, (d) the possible consequences/risks of the data breach for the privacy of data subjects and (e) the measures that Party has taken or proposes to take to remedy the security incident.
  4. Parties agree to provide reasonable assistance as is necessary to each other to facilitate the handling of any data breach in an expeditious and compliant manner.
  5. At the request of a Party, the other Party shall immediately cooperate with the reporting of data breaches to the competent authorities and the data subject(s) concerned.

**ARTICLE 5. LIABILITY**

5.1 In case either Party fails to comply with one of the obligations laid down in this Agreement, the other Party is granted to give notice of default. Notice of default shall be made in writing, whereby a reasonable period to fulfill the obligation is provided. If and insofar performance remains absent, relevant Party concerned is in default.

5.2 Either Party is liable for all damages or disadvantages it causes resulting from non-compliance or acting in breach with or pursuant to the obligations laid down in the GDPR and non-compliance or acting in breach with or pursuant to the obligations as agreed upon in this Agreement.

**ARTICLE 6. TERM AND TERMINATION AND CHANGES**

6.1 This Agreement enters into force as soon as Parties commence personal data processing following execution of the Main Agreement.

6.2 This Agreement is effective for as long as the Main Agreement continues, or as long as personal data covered by the Main Agreement are processed.

6.3 Any obligation under this Agreement that by their nature are intended to apply after termination of the Agreement, will continue to apply after termination.

6.4 Deviations from and additions to this Agreement are only valid if explicitly and mutually agreed upon in writing.

**ARTICLE 7. APPLICABLE LAW AND SETTLEMENT OF DISPUTES**

* 1. This Agreement is governed by Dutch law.
  2. Disputes arising from this Agreement are submitted by exclusion to the agency competent to hear and decide on disputes arising from the Main Agreement. Failing such agency, the competent court in Rotterdam will have exclusive jurisdiction.

**ERASMUS UNIVERSITY ROTTERDAM            [NAME JOINT CONTROLLER 2]**

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*date                                                                    date*

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*name                                                                 name*

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*signature                                                           signature*