

## **ANNEX 1 - JOINT CONTROLLER AGREEMENT (JCA)**

The Users of the Portal have agreed that VIAC and the Users may make use of certain collaboration tools throughout the usage of the Portal. Insofar as VIAC and the Users jointly determine the purpose and means of the processing of personal data they qualify as Joint Controllers (Art. 26(1) GDPR). This JCA governs the rights and obligations of VIAC and the Users (hereinafter together referred to as "Joint Controllers") for the joint processing of personal data contained in User Content via the collaboration tools provided on the Portal. It applies to all activities of the Joint Controllers regarding the use of the VIAC Portal and forms an integral part of the Terms of Use of the Portal ("Terms") ([found here](#)).

Where a User is acting for a company or other legal entity (e.g., as an employee, representative or agent), the terms "User" and "Joint Controller" used in this JCA refer to that company or other legal entity, which is acting as data controller. Terms used, and not otherwise defined, in this JCA shall have the same meaning as defined in the Terms and the EU General Data Protection Regulation ("GDPR").

### **1. LAWFULNESS OF PROCESSING**

- 1.1** With registration to the Portal the User (in the context of the present document "Joint Controller") gains access to either Case Sites and/ or other sections of the Portal designated to internal purposes of VIAC. The scope of the joint controllership agreement is limited to data processing on the Portal. For any other processing outside the Portal, where the User and VIAC do not jointly determine the purpose and means of data processing, each stays a sole controller pursuant to Art. 4(7) GDPR. Any data processing outside the Portal (e.g., in the Joint Controllers' own, local systems or in hard copy) lies within the sole responsibility of the respective Joint Controller.
- 1.2** In the context of joint controllership, each Joint Controller is responsible for the lawfulness of processing of personal data contained in their User Content or otherwise uploaded, entered or created by them on the Portal ("Joint Controller Data"). In particular, each Joint Controller is responsible for the lawfulness of processing of their Joint Controller Data by ensuring that (i) a legal basis under the GDPR applies, (ii) the principle of data minimization within the meaning of Art. 5(1)(c) GDPR is observed, and (iii) the processing is compliant with all applicable laws as well as the Applicable Rules.
- 1.3** Each party shall ensure compliance with the legal provisions of the GDPR, particularly in regards to the lawfulness of data processing under joint controllership. The parties shall take all necessary technical and organisational measures to ensure that the rights of data subjects, in particular those pursuant to Art. 12 to 22 GDPR, are guaranteed at all times within the statutory time limits.
- 1.4** The duration of data storage on the Portal is governed by the Terms and the Joint Controllers acknowledge that the Portal is only intended for temporary data storage for the purpose of carrying out the jointly agreed tasks. Outside the Portal, the Joint Controllers are solely responsible that they are able to comply with all existing storage obligations with regard to their Joint Controller Data.

- 1.5** Documentations within the meaning of Art. 5(2) GDPR, which serve as proof of proper data processing, shall be archived by each Joint Controller beyond the end of the jointly agreed data processing in accordance with legal provisions and obligations.

## **2. SECURITY OF PROCESSING**

- 2.1** Limited to the context of the joint controllership and to the relationship among the Joint Controllers, VIAC is solely responsible for providing and operating (however, not for the use of) the technical infrastructure of the Portal, this includes appropriate technical and organizational measures (Art. 32 et seq. GDPR). In particular, the implementation, default-setting and operation of the Portal shall be carried out in compliance with the requirements of the GDPR and other regulations.
- 2.2** The selection and instruction of suitable data processors (Art. 4(8) GDPR) as well as the conclusion of adequate contractual safeguards with them (Art. 28(3) GDPR) lies within the sole responsibility of VIAC. The Joint Controllers agree that the Portal is hosted on HighQ and that, insofar, VIAC has engaged Thomson Reuters as data processor. The Joint Controllers acknowledge that Thomson Reuters, in principle, does not transfer personal data to third countries within the meaning of Chapter V of the GDPR, and that VIAC has objected upfront to any such data transfer; they agree that under exceptional circumstances and subject to the stipulations between Thomson Reuters and VIAC such transfer may take place in which case Art. 44 to 49 of the GDPR will be applied.
- 2.3** VIAC is obliged to inform the supervisory authority and the data subjects affected by a personal data breach in accordance with Art. 33 and 34 GDPR concerning personal data processed on the Portal. The other Joint Controllers shall inform VIAC about any such notification obligations, including mere suspicions of security incidents, without undue delay. The Joint Controllers also agree to forward the information required for the notification to VIAC without undue delay.
- 2.4** The Joint Controllers shall ensure that all employees, representatives, agents or other persons authorized to process personal data on their behalf have committed themselves to confidentiality and data secrecy for the duration of their contractual relationship with the Joint Controller as well as after its termination. The Joint Controllers shall also ensure that they observe the data secrecy provisions prior to taking up their duties and are familiarized with the data protection legislation and rules relevant to them.

## **3. DATA SUBJECT RIGHTS**

- 3.1** Each Joint Controller shall take all necessary technical and organizational measures to ensure that the rights of the data subjects, particularly those pursuant to Art. 12 to 22 GDPR, are guaranteed at all times within the statutory time limits.
- 3.2** In particular, each Joint Controller commits in relation to their Joint Controller Data to provide the respective data subjects with any information required pursuant to Art. 13 and 14 GDPR in a concise, transparent, intelligible and easily accessible form, using clear and plain language. The information shall be provided free of charge. In addition, VIAC shall

make available an adequate privacy notice to data subjects by providing it freely accessible on its website under [<https://www.viac.eu/en/privacy-statement>]. If deemed necessary and appropriate, the Joint Controllers may incorporate links to this website into their own data protection documentation.

- 3.3** Regarding personal data stored or otherwise processed on the Portal, VIAC is solely responsible for complying with requests for rectification and erasure (Art. 16 and 17 GDPR), restriction of data processing (Art. 18 GDPR) and data portability (Art. 20 GDPR) as well as objections by data subjects (Art. 21 GDPR).
- 3.4** Each Joint Controller is responsible in relation to their Joint Controller Data to provide the respective data subjects access according to Art. 15 GDPR.
- 3.5** In order to comply with their respective obligations regarding the rights of data subjects, the Joint Controllers shall provide each other with the necessary information from their spheres of responsibility. The Joint Controllers agree to assess and make use of any exemptions from the obligation to comply with data subject requests to the fullest extent possible under applicable law. For the avoidance of doubt, nothing in this JCA shall be construed as relieving any Joint Controller of their legal obligations in relation to personal data processed by them outside of the Portal.
- 3.6** The Joint Controllers are aware that the data subject may exercise his/her rights against each of the joint controllers (Art. 26(3) GDPR). If a data subject exercises his or her rights against one of the Joint Controllers, in particular the rights of access, correction or deletion of his or her personal data, the Joint Controller is obliged to forward this request to the competent Joint Controller without undue delay and to provide all necessary information regarding the request to the competent Joint Controller. This applies irrespective of the general obligation to guarantee the right of data subjects.
- 3.7** If personal data are to be deleted, rectified or restricted, VIAC shall inform the other Joint Controllers in advance. A Joint Controller may object to the deletion for a legitimate interest, for example, if there is a legal obligation to retain the data, which he cannot fulfill in any other way.
- 3.8** The Joint Controllers agree that VIAC, in addition to fulfilling its own transparency obligations under the GDPR, makes available the essential content of this JCA to the data subjects (Art. 26(2) GDPR).

#### **4. GENERAL PROVISIONS**

- 4.1** The Joint Controllers shall inform each other immediately if they notice errors or infringements regarding data protection provisions during the examination of the processing activities.
- 4.2** The Joint Controllers take note and hereby agree, that the personal data are processed by Thomson Reuters, with whom a contract in accordance with Art. 28 GDPR has been concluded. VIAC will inform the Joint Controllers in a timely manner of any intended change with regard to the involvement or replacement of the processor.

- 4.3** The Joint Controllers shall include the processing operations in their records of processing activities pursuant to Art. 30(1) GDPR, in particular, with a comment on the nature of the processing operation as one of joint or sole responsibility.
- 4.4** Notwithstanding the provisions of this JCA and the Terms, the Joint Controllers shall be liable for damages resulting from processing that fails to comply with the GDPR. In external relations, they are liable to the persons concerned according to applicable law, including the GDPR. In the internal relationship, the Joint Controllers are liable, notwithstanding the provisions of this JCA and the Terms, only for damages which have arisen within the scope of their individual responsibilities and obligations as specified in this JCA, and the Joint Controllers agree to indemnify and hold each other harmless in relation to such damages. This liability to indemnify and hold other Joint Controllers harmless for damages occurred within a Joint Controller's individual area of responsibility also applies to administrative fines and other sanctions.
- 4.5** The Joint Controllers agree to cooperate in good faith in relation to data protection issues and, to the extent required by law, to provide each other with the information necessary to comply with their respective data protection obligations.
- 4.6** Each Joint Controller designates a contact person regarding data protection issues and announces the respective contact information. Each Joint Controller must immediately inform the others of any change of the contact person or data.
- 4.7** This JCA shall be in effect for the duration of the joint data processing governed by this JCA. The provisions of the Terms apply.

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