

Joint Controller Agreement

by and between the Europa-Union Germany – Regional Association Saxony
Schützengasse 16, 01067 Dresden

represented by Mrs. Katharina Wolf, the regional chairwoman
(hereinafter: „EUD Saxony“)

and the Young European Federalists - Italy
Via delle Carrozze 19, 00187 Rome, Italy

represented by Mrs. Giorgia Sorrentino, the secretary general
(hereinafter: „JEF Italia“)

and the Young European Federalists – Latium
Via delle Carrozze 19, 00187 Rome, Italy

represented by Mrs. Veronica Conti, the secretary general
(hereinafter: „JEF Lazio“)

and the Young European Federalists – Europe
Rue des Deux Églises 14; 1000 Brussels, Belgium

represented by Mrs. Christelle Savall, the president
(hereinafter: „JEF Europe“)

and the Free State of Saxony represented by the Saxon State Ministry of
Justice, Democracy, European Affairs and Gender Equality
Hansastraße 4, 01097 Dresden, Deutschland

represented by State minister of Justice, Democracy, European Affairs and
Gender Equality
(hereinafter: „SMJusDEG“)

(hereinafter one of them “the party”, together: the “the parties”)

The parties agree to the following:

§ 1 Subject, type, purpose and extent of data processing

- (1) During the cooperation between EUD Saxony, JEF Lazio, JEF Italy, JEF Europe and SMJusDEG, based on the Cooperation Agreement for the Implementation of the project “Ventotene Forum 2024”, it may become necessary that the parties process personal data of the other parties or third parties, whereby the parties are classified as joint controllers. These activities of data processing are subject to the provisions of the Regulation (EU) 2016/679 (General Data Protection Regulation, GDPR) and therefore require this agreement.
- (2) This agreement about the joint controllers according to Art. 26 GDPR (hereinafter “agreement”) determines the obligations related to the processing of personal data by

the parties, whereby the purposes and means are determined jointly. The provisions of the agreement apply between the parties and are based on the following description.

- (3) The subject of this agreement is the processing of personal data between the parties, which is regulated by the provisions of this agreement and the following description of the data processing operations:

Subject of the data processing operations: personal data for the organisation, implementation and debriefing of the project.

Type of the data processing operations: via E-Mail, internal electronic storing, publication on the internet, social media, newsletter.

Purpose: Organisation, implementation and debriefing of the project.

Extent of the intended data processing: organisational project management and implementation on-site, in particular selection of the participants, planning and supervision of arrival and departure as well as booking of accommodations, confirmation of participation and transmission of information in the run-up, as well as queries, commissioning of catering, evaluation of the event, refunding of travel expenses, accompanying public relations work.

Relevant personal data:

- name
- first name
- title
- email address
- association memberships, affiliations
- phone number
- food intolerances
- year of birth
- recordings of images and sounds.

Data subjects: participants of the project "Ventotene Forum 2024"

Legal basis of the processing operations: consent pursuant to Art. 6 (1) second sentence (a) General Data Processing Regulation.

Procedures/operations on which the EUD Saxony has influence, or rather whose processing is to be carried out only by the EUD Saxony: selection of participants, planning and supervision of arrival and departure, confirmation of participation and transmission of information in the run-up, as well as queries, collection of information concerning food incompatibilities, evaluation of the event, refunding of travel expenses, accompanying public relations work.

Procedures/operations on which the SMJusDEG has influence, or rather whose processing is to be carried out only by the SMJusDEG: selection of participants, planning and supervision of arrival and departure, confirmation of participation and transmission of information in the run-up, as well as queries, refunding of travel expenses, usage in public relations, evaluation of the event, accompanying public relations work.

Procedures/operations on which the JEF Lazio has influence, or rather whose processing is to be carried out only by the JEF Lazio: selection of participants, booking of accommodations, transmission of information in the run-up, as well as queries, commissioning of catering, evaluation of the event, accompanying public relations work.

Procedures/operations on which the JEF Italy has influence, or rather whose processing is to be carried out only by the JEF Italy: selection of participants, planning and supervision of arrival and departure, transmission of information in the run-up, as well as queries, commissioning of catering, evaluation of the event, accompanying public relations work.

Procedures/operations on which the JEF Europe has influence, or rather whose processing is to be carried out only by the JEF Europe: selection of participants, planning and supervision of arrival and departure, confirmation of participation and transmission of information in the run-up, as well as queries, accompanying public relations work.

- (4) Personal data that was processed in the framework of this agreement shall only be processed by each party according to the provisions of this agreement and only for the documented purposes. This does not apply insofar as EU law or law of the member states obligates the party to process data. In such cases, the party is obliged to inform the other parties about the data processing, unless it is prohibited by law.

§ 2 Formal obligations of the parties

- (1) The parties ensure the compliance with the applicable data protection laws, in particular the legality of the processing of personal data and the compliance with Art. 26 GDPR.
- (2) Instruction or notifications concerning data processing in the framework of this agreement can be issued to the other parties individually during the term of the agreement, insofar as it is necessary to ensure that the data processing only takes place in the way that is agreed to in this agreement.

Upon request, the receiving party transmits a copy of the personal data in its possession, that are part of this agreement, to the other party.

- (3) Each party maintains a register of processing activities of the joint data processing, which can also be part of another protocol of data processing. On request and free of charge, each party provides the other party with its data set or part of its data set that relates to the joint data processing.
- (4) Insofar as a privacy impact assessment has to be conducted for the data processing included in this agreement, the parties jointly conduct it. Each party provides the other party on request with the necessary information and documents the result.
- (5) The parties undertake to adhere to the documentation duties in accordance with Art. 24, 5 (2) GDPR and to provide each other on request with the relevant documentations.

§ 3 Employees of the parties that are bound to the instructions concerning data protection

- (1) The data receiving party guarantees that the employees who are involved in the processing of personal data may not process any personal data outside of the provisions of this agreement, unless the processing is necessary in accordance with EU law or the national law of a member state. The parties will inform their employees about their respective duties.
- (2) The parties takes measures to ensure that all employees adhere to the legal provisions on the protection of personal data. Furthermore, the parties guarantee that each person who is entitled to process personal data included within this agreement on behalf of the

parties, has entered a commitment to confidentiality with consideration of the data protection provisions.

§ 4 Appointment of a controller for data protection; EU-representative

The parties each appoint – insofar as the GDPR requires them to do so – one controller for data protection. The name and contact information of this controller – and potential changes – are to be communicated to the other party.

§ 5 Supervisory authority and judicial procedures

- (1) The parties work together in the case of requests from the supervisory authority for data processing on the basis of this agreement. The parties inform each other about other requests, proposals or decisions and assist with the replies to requests without unreasonable delay. The parties are obliged to duly take the suggestions and decisions of the responsible supervisory authority into account.
- (2) The parties inform each other immediately about control activities of the supervisory authorities to ensure a jointly prepared response to the control authority. The same applies to legal proceedings in relation to the subject of this agreement.

§ 6 Disclosure duties

- (1) The parties fulfill all relevant information obligations with regard to the processing falling under this agreement, in particular by providing a data protection declaration in accordance with Art. 13f. GDPR to the data subjects.
- (2) If the receiving party or its subordinate authority is planning the data processing for a different purpose as the one described in Par. 1(3) of this agreement and as the purposes communicated to the data subjects at the time of the recording, the receiving party informs the other party before the implementation of further processing about the new purposes and gives all necessary information. The sending party informs the data subjects and obtains, if necessary, adjusted declarations of consent. The receiving party only implements the execution of further processing after the sending party has declared its consent. This has to be documented.
- (3) The essential content of the this agreement will be provided to the data subjects.

§ 7 Inquiries and rights of the data subjects

- (1) Each party is responsible to ensure the rights of the data subjects in accordance to Art. 12-23 GDPR. Each party takes appropriate measures to provide the other party with all information to fulfill the rights of the data subjects as it was intended in Art. 12-23 GDPR, insofar as the other party cannot retrieve the information.
- (2) If a party receives an inquiry or a request directly from a data subject, this party informs the other parties immediately in written form or via email. Unless otherwise agreed upon, the party who received the request replies to it within one month. If the response takes longer, taking into account the complexity and number of requests, the responsible party shall inform the data subject/s and the other parties of this fact and reply to the request within a reasonable period.
- (3) Unless otherwise agreed upon, the party, who collected the personal data, is designated as a contact point for data subjects and is primarily responsible for the exercise of the data subjects' rights and their respective obligations to provide information described in Art. 1 f. GDPR. The parties may specify their responsibilities regarding the adherence to the provisions of the GDPR and their respective roles and relationships towards the data subjects, as well as designate a joint contact point for the data subjects.

§ 8 Processors and subcontractors

- (1) When processing personal data, the receiving party is entitled to commission subcontractors as processors in accordance with Art. 28 GDPR, provided that the other parties are informed beforehand and in written form about these processors or subcontractors, including their names, contact details and purpose of the processing. The receiving party also informs the other parties about intended additions and replacements of processors or subcontractors. In these cases, the other parties obtain the right to object to such modifications within 14 days after receiving the information.
- (2) In the case of ordered processing/subcontracting, the party entering into a contract selects the processor or the subcontractor with due diligence. The party designs the contractual agreements in such a way as to ensure that they meet the requirements for the protection of personal data pursuant to Art. 28 GDPR. In justified cases, each party may request a documentation stating that the intended processor or subcontractor

offers sufficient guarantees for the implementation of appropriate technical and organisational measures with accordance to Art. 28 GDPR. Insofar as the processor or subcontractor commissioned by the party is based outside the EU/EWR, the party may only apply him/her only if he/she is bound to the standard protection clauses 2010/87/EU (or, if relevant, a new version). In such cases, the parties are data exporters and the subcontractor is a data importer.

- (3) Support services are excluded from the request of information described in section 1. This includes in particular telecommunication services, including user support or auditing services. The receiving party may designate such providers at its own discretion if the legal obligations are ensured.

§ 9 Notifications concerning data privacy incidents

- (1) In the case of an actual or suspected breach of personal data protection, e. g. modification, unauthorised disclosure of or unauthorised access to personal data ("privacy incident"), the concerned party has to notify the other parties immediately and in written form about the privacy incident. The notification shall describe in clear and unambiguous language the nature of the (suspected) breach of personal data protection, including its expected consequences.
- (2) In the case of such a breach of personal data protection the parties work together in good faith to achieve the implementation of their data protection obligations, and ensure that the report to the supervisory authority or the data subject is submitted within 72 hours after the discovery of the violation of personal data.
- (3) The parties document all breaches of personal data protection and ensure their availability to the other parties or the data protection authority on request if the personal data of the party is concerned.

§ 10 Technical and organisational measures

- (1) The parties ensure the implementation of appropriate technical and organisational measures to ensure compliance with applicable laws concerning the protection of personal data (in particular Art. 32 GDPR). The parties will implement at least the technical and organisational measures in accordance with attachment 2.

- (2) Each party regularly reviews the effectivity and adequacy of the implemented technical and organisational measures. After each review the party reports proposed and implemented adjustments for the improvement of the technical and organisational measures to the other parties, if necessary.

§ 11 Term and right of notice, termination of the agreement

- (1) This agreement is valid for an indefinite period and can be terminated by each party with a notice period of 6 months.
- (2) With the termination of this agreement, the receiving parties terminate the processing of personal data received from the other parties immediately and delete the data. This does not apply if the concerned party is legally entitled or obliged to process the data. The deletion or the reasons for the lack thereof are to be documented and provided to the other party on request.
- (3) The archiving of personal data for the purpose of complying with legal obligations or for the fulfillment of the purposes described in par. 1 remains permissible.

§ 12 Liability

- (1) The parties bear liability towards the data subjects pursuant to Art. 82 GDPR.
- (2) In the internal relationship, the parties only bear liability for their respective responsibility for the causality underlying the liability claims. This also applies to fines that are legally valid and against which the legal means are exhausted. If the fine surpasses the responsibility for the causality underlying the liability claim, the other parties are obligated to refund the excess amount.

§ 13 Final provisions

- (1) Any disputes arising from or relating to this agreement are subject to German law. The place of jurisdiction is Dresden. The parties bind themselves to this specification also regarding disputes between them and their auxiliary staff, insofar as these disputes are related to this agreement.
- (2) Modifications and additions to this agreement, the notice of termination as well as the modification of this clause require the written form to be valid (§ 126 BGB). The priority of individual covenants remains unaffected by this.