

## **Agreement on shared responsibility**

between

Europa-Union Deutschland - Landesverband Sachsen e.V.

Schützengasse 16

01067 Dresden

(hereinafter referred to as "EUD Saxony")

and

the Saxon State Ministry of Justice and for Democracy, Europe and Equality

Hansa Street 4

01097 Dresden

represented by the Minister of State for Justice and for Democracy, Europe and Equality,

Ms Katja Meier

(hereinafter referred to as "SMJusDEG")

(one of them hereinafter "the Party" and both of them together hereinafter "the Parties").

The Parties agree as follows:

### **§ 1 Subject matter, nature, purpose and scope of data processing**

(1) The cooperation between EUD Sachsen and SMJusDEG based on the Ventotene-2022 Cooperation Agreement may require the Parties to process personal data of each other and third parties, with the Parties being jointly considered as data controllers. These data processing activities are subject to the provisions of Regulation (EU) 2016/679 (General Data Protection Regulation, GDPR) and therefore require this agreement.

(2) This joint responsibility agreement pursuant to Article 26 of the GDPR (hereinafter referred to as the "Agreement") sets out the obligations in connection with the processing of personal data by the Parties, jointly determining the purposes and

means. 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 governed 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 follow-up of the Ventotene Forum 2022.

**Type of data processing operations:** by e-mail, internal electronic storage. Publication Internet, social media, newsletter.

**Purpose:** Organisation, implementation and follow-up of the Ventotene Forum 2022.

**Scope of the intended data processing:** Selection of participants, booking and allocation of accommodation, allocation of discussion groups, booking of public transport tickets, organisation of travel to and from the event, confirmation of participation and transmission of information in advance, as well as queries, evaluation of the event, payment of the travel allowance, accompanying public relations work.

**relevant personal data:**

- Name
- First name
- Salutation
- E-mail address
- JEF/EUD membership
- Telephone number
- Belonging marginalised group
- Year of birth
- Image and sound recordings.

**Group of people concerned:** Participants in the Ventotene Forum 2022.

**Legal basis of the processing operations:** Consent pursuant to Article 6(1), first sentence, letter a of the General Data Protection Regulation.

**Processes/procedures over which EUD Saxony has influence or whose processing should only be carried out by EUD Saxony:** Selection of participants, allocation of accommodation and communication to accommodation, allocation of discussion groups, booking of public transport tickets, organisation of arrival and departure, confirmation of participation and transmission of information in advance, as well as queries, evaluation of the event and public relations.

**Processes/procedures over which SMJusDEG has influence or whose processing is to be carried out only by SMJusDEG:** Payment of travel allowances, use in public relations.

(4) Each Party may process personal data processed under this Agreement only under the terms of this Agreement and for the documented purposes. This shall not apply to the extent that Union or Member State law requires the parties to process data. In such cases, the party is obliged to inform the other party about the data processing, unless it is prohibited by law from doing so.

## **§ 2 Formal obligations of the parties**

(1) The Parties shall ensure compliance with the applicable data protection laws, in particular the lawfulness of the processing of the personal data and the provisions pursuant to Art. 26 DS-GVO.

(2) Instructions or notices regarding the processing of data under this Agreement may be given individually to the other Party during the term of this Agreement to the extent necessary to ensure that the processing of data is only carried out in a manner consistent with this Agreement. Upon request, the receiving party shall provide the other party with a copy of the personal data in its possession that forms part of this Agreement.

(3) Each Party shall maintain a record of processing activities of joint data processing, which may also be part of another record of data processing. Each Party shall make available to the other Party, upon request and free of charge, its data set or the part of a data set relating to the joint data processing.

(4) Insofar as a data protection impact assessment is to be carried out for the data processing covered by this agreement, the parties shall carry it out jointly. Each Party

shall, upon request, provide the other Party with the necessary information and document the result.

(5) The Parties undertake to comply with the documentation obligations pursuant to Art. 24, 5 (2) DS-GVO and to provide each other with the relevant documentation upon request.

### **§ 3 Employees of the parties bound by instructions on data protection**

(1. The receiving Party guarantees that no employees involved in the processing of personal data may process personal data outside the provisions of this Agreement, unless the processing is required by Union or Member State law. The parties will inform their employees of the relevant obligations.

(2) The Parties shall take measures to ensure that all employees comply with the legal provisions on the protection of personal data. In addition, the Parties guarantee that each person authorised by the Party to process the personal data covered by this Agreement has entered into a commitment to confidentiality in compliance with the data protection requirements.

### **§ 4 Appointment of a Data Protection Officer; EU Representative**

The parties shall each appoint a data protection officer - insofar as they are obliged to do so by the GDPR. The name and contact details of the data protection officer - and any changes - shall be notified to the other party.

### **§ 5 Supervisory authorities and judicial proceedings**

(1) The parties shall cooperate in the event of requests by supervisory authorities for data processing on the basis of this agreement. The Parties shall inform each other of any other requests, suggestions or decisions and shall assist in responding to requests without undue delay. The parties are obliged to give due consideration to the suggestions and decisions of the competent supervisory authorities.

(2. The Parties shall inform each other without delay of inspection activities carried out by the supervisory authorities in order to ensure a jointly prepared response to the

supervisory authority. The same shall apply in the case of legal proceedings relating to the subject matter of this Agreement.

## **§ 6 Information duties**

(1) The Parties shall comply with all relevant information obligations in relation to the processing covered by this Agreement, in particular by providing a privacy statement pursuant to Art. 13 f. DS-GVO to the data subjects. The Parties shall inform the other Party of all relevant processes necessary to ensure fair and transparent data processing.

(2) If the receiving party or its subordinate authorities plan to process the personal data for a purpose other than those described in Section 1 (3) of the Agreement and communicated to the data subjects at the time of collection, the receiving party shall inform the other party of the new purposes and provide all necessary information before carrying out further processing. The sending party shall inform the data subjects and obtain adapted consent forms, if necessary. The receiving party shall only carry out the further processing after the sending party has given its consent to the processing. This must be documented.

(3) The essential content of this agreement shall be made available to the persons concerned.

## **§ 7 Requests and rights of the data subjects**

(1. Each Party shall be responsible for ensuring the rights of data subjects as provided for in Articles 12 to 23 of the GDPR. Each party shall take appropriate measures to provide the other party with all information for the fulfilment of the rights of data subjects as provided for in Art. 12 to 23 DS-GVO to the extent that the information cannot be retrieved by the other party.

(2. If a Party receives an enquiry or a request directly from a data subject, that Party shall inform the other Party in writing or by e-mail without delay. Unless otherwise agreed, the Party that received the request shall reply to it within one month. If the response takes a longer time, taking into account the complexity and number of

requests, the Party responsible in each case shall inform the data subject and the other Party of this circumstance and respond to the request within a reasonable timeframe.

(Unless otherwise specified, the party that collected the personal data shall be designated as the contact point for data subjects and shall be primarily responsible for exercising the data subject's rights and their respective obligations to provide the information referred to in Article 13 f. GDPR with primary responsibility. The parties may further define the responsibilities for compliance with the requirements of the GDPR and their respective roles and relationships vis-à-vis the data subjects, as well as designate a common contact point for the data subjects.

### **§ Section 8 Processors and Subcontractors**

(1) When processing personal data, the respective receiving party shall be entitled to engage sub-processors as processors pursuant to Art. 28 of the GDPR, provided that the other party is informed in advance in writing about these processors or sub-processors with their names, contact details and the purpose of the processing. The receiving party shall also inform the other party of any intended additions or replacements of processors or sub-processors. In such cases, the other party shall be given the opportunity to object to such changes within 14 days of receipt of the information.

(2) In the event of a commissioned processing/subcontracting, the party concluding the contract shall select the processor(s) or subcontractor(s) with due care. It shall design the contractual arrangements in such a way as to ensure that they comply with the requirements for the protection of personal data pursuant to Article 28 of the GDPR. Each party may, in justified cases, request documentation showing that the intended processor or sub-processor provides sufficient guarantees for the implementation of appropriate technical and organisational measures pursuant to Art. 28 of the GDPR. To the extent that the Processor or Sub-processor engaged by the Party is located outside the EU/EEA, the Party may only engage such Processor or Sub-processor if it is bound by the Standard Data Protection Clauses 2010/87/EU (or a more recent version, if relevant). In such cases, the parties are both data exporters and the sub-processor is a data importer.

(3) Ancillary services are excluded from the information requirement described in para. 1. This includes in particular telecommunication services, including user support or

revision services. The receiving party may designate such ancillary service providers at its discretion if the legal obligations are ensured.

### **§ 9 Notification of data protection incidents**

(1) In the event of an actual or suspected personal data breach, such as alteration, unauthorised disclosure of or access to personal data ("Data Protection Incident"), the affected party shall promptly notify the other party in writing of the Data Protection Incident. The notification shall describe in clear and plain language the nature of the (suspected) personal data breach, including its likely consequences.

(In the event of such a personal data breach, the Parties shall cooperate in good faith to achieve the implementation of their obligations under data protection law and shall ensure that the notification to the supervisory authority or the data subject is made within 72 hours of becoming aware of the personal data breach.

(3. The Parties shall document any personal data breach and ensure its availability upon request of the other Party or the data protection supervisory authority if the Party's personal data is affected.

### **§ 10 Technical and organisational measures**

(1) The Parties shall ensure the implementation of appropriate technical and organisational measures to ensure compliance with the applicable laws on the protection of personal data (in particular Article 32 of the GDPR). The Parties shall implement at least the technical and organisational measures set out in Annex 2.

(2. Each Party shall periodically review the effectiveness and adequacy of the technical and organisational measures implemented. After each review, the Party shall, if necessary, report to the other Party on the adjustments proposed and taken to improve the technical and organisational measures.

### **§ 11 Term and termination rights, termination of the agreement**

(1) This agreement shall run for an indefinite period and may be terminated by either party with six months' notice.

(2) Upon termination of this agreement, the respective receiving party shall immediately cease processing personal data received from the other party and shall delete the data. This shall not apply if the party concerned is entitled or obliged to continue processing the data on another legal basis. The deletion or the reasons for a failure to delete shall be recorded and made available to the respective other party upon request.

(3) The archiving of personal data for the purpose of complying with statutory retention requirements or for fulfilling the purposes described in § 1 shall remain permissible.

### **§ 12 Liability**

(1) The parties shall be liable vis-à-vis the data subjects pursuant to Article 82 of the GDPR.

(2) In the internal relationship, the parties shall only be liable for their respective share of the cause giving rise to liability. This shall also apply to fines that have become final and against which legal recourse has been exhausted. If a fine exceeds the share giving rise to liability, the other party shall be obliged to compensate the exceeding share.

### **§ 13 Final provisions**

(1) Disputes arising out of or in connection with this Agreement shall be governed by German law. The place of jurisdiction shall be Dresden. The parties shall also be bound by this stipulation for disputes between them and their auxiliary personnel, insofar as these disputes are related to this agreement.

(2) Amendments and supplements to this agreement, the declaration of a termination as well as the amendment of this clause require text form (§ 126b BGB) to be effective. The priority of individual contractual agreements remains unaffected.

### **§ 14 Annexes**

The Annexes form an integral part of this Agreement. As of the date of signature, the following Annexes are part of the Agreement:

Annex 1: Information sheet for affected persons

## **Annex 01: Information on the joint processing of your data**

We, the SMJusDEG and EUD Saxony, work closely together on the Ventotene Forum 2022. Due to this cooperation, we also process your personal data jointly.

In order to guarantee your rights and taking into account the requirements of the EU General Data Protection Regulation (GDPR), we have concluded an agreement that sets out rules on the processing of your personal data. As so-called joint controllers (according to Art. 26 DS-GVO), we are jointly responsible for the processing of your data.

Below we answer the questions that are particularly important for you before we send you more detailed information about our contract.

Who are the data controllers and data protection officers?

The persons responsible are the Saxon State Ministry of Justice and for Democracy, Europe and Equality (SMJusDEG), Hansastr.4, 01097 Dresden, [info@europa.sachsen.de](mailto:info@europa.sachsen.de) and the Europa-Union Deutschland - Landesverband Sachsen e.V., Schützengasse 16 , 01067 Dresden, [greiff@europa-union-sachsen.de](mailto:greiff@europa-union-sachsen.de). You can reach the data protection officer of the SMJusDEG at: Saxon State Ministry of Justice and for Democracy, Europe and Equality, Hansastr. 401097 Dresden, [dsb@smj.justiz.sachsen.de](mailto:dsb@smj.justiz.sachsen.de).

Who is my contact person for rights such as information or deletion?

We have jointly agreed on how to ensure your rights and further specified which obligations each party fulfils to comply with the obligations of the GDPR. You can assert the exercise of your rights as a data subject and the fulfilment of the information obligations vis-à-vis the SMJusDEG.

How can I get more information on data processing?

For more information about how we process your data, please refer to our data protection agreement, which is available at [https://www.europa-union-sachsen.de/fileadmin/files\\_eud/lvkv/Sachsen/Dokumente/Datenschutzerkl%C3%A4rung\\_Englisch\\_\\_002\\_.pdf](https://www.europa-union-sachsen.de/fileadmin/files_eud/lvkv/Sachsen/Dokumente/Datenschutzerkl%C3%A4rung_Englisch__002_.pdf).