

## **AGREEMENT REGARDING DATA PROCESSING BETWEEN THE SIGNATORIES OF THE “AGREEMENT ON THE BACHELOR OF ARTS PROJECT IN APPLIED EUROPEAN LANGUAGES”**

### **1. Applicable legislation**

This Agreement is hereby legally incorporated into the collaboration Agreement on the Bachelor of Arts Project in Applied European Languages signed by:

- TH Köln - University of Applied Sciences Cologne
- Aix-Marseille University / Aix-Marseille Université
- University of Granada / Universidad de Granada
- University of Oviedo / Universidad de Oviedo
- Ghent University / Universiteit Gent
- University of Toulouse - Jean Jaurès / Université Toulouse - Jean Jaurès
- Kaunas University of Technology / Kauno Technologijos Universitetas
- University of Limerick, Ireland

With regard to the actions developed through the execution of the collaboration Agreement, the parties undertake to comply with the personal data protection regime established in Regulation (EU) 2016/679, of 27 April 2016, (hereafter, GDPR), and any other applicable regulations.

### **2. Legal classification of the parties**

Every party in the collaboration Agreement is primarily an independent controller when conducting at their own competence tasks assumed by them deriving from the signature of the Agreement. Therefore, every party has a responsibility to ensure that the personal data of students that are subject to data processing are accurate and up-to-date, and that they will be well protected.

However, the parties further agree that they will act as joint controllers for the processing of personal data in the context of the collaboration Agreement, given that they jointly determine the objectives and means of the processing resulting from the execution of the Agreement to which this document is linked.

### **3. Legal basis of the processing**

The processing of the personal data covered by this Agreement is based on the legitimacy of fulfilling a mission of public interest, for the purposes indicated below, under the terms established in the applicable legislation.

### **4. Purpose of the processing**

The data that are subject to processing will be used for the purpose of implementing the programme "Bachelor of Arts project in Applied European Languages" between the signatory institutions of the collaboration Agreement.

## **5. Data disclosed by the parties and categories of data subjects**

Within the framework of this Agreement, the parties shall communicate the following information to one another when necessary:

- Identification data: *name, surname, home university*
- Academic and professional data: *transcripts of records at the participating AEL universities*

The parties will process personal data pertaining to the following categories of data subjects: *students*

When collecting personal data to be processed under the joint controllership model, the parties will provide the data subjects with relevant information about the co-responsibility of the other institutions and communication of data between them in relation to the personal data provided, the purpose of the treatment, its legitimating basis and the possibility and channels of exercise of rights, as well as any other information set out in Articles 13 and 14 of the GDPR.

## **6. General considerations**

All parties undertake to process the aforementioned personal data in strict compliance with their legal obligations, especially those associated with the principles of lawfulness, fairness and transparency in relation to the data subject and solely for strictly necessary purposes. In accordance with the principle of data minimisation, data shall be processed in an appropriate and pertinent manner, limited strictly to the needs and purposes arising from the execution of the collaboration Agreement, and ensuring the accuracy of the personal data.

## **7. Confidentiality and communication of data**

The parties shall maintain confidentiality in the processing of all personal data provided by the other parties, as well as of information, of any type or nature, resulting from the execution of this collaboration Agreement.

Personal data shall not be communicated to third parties, except when it is transferred to authorised data processors or to other public bodies or administrations in accordance with the relevant legal provisions.

The general obligation of confidentiality shall be complementary to the duties of professional secrecy, in accordance with the applicable regulations. All persons who, acting on behalf of each controller, have access to the personal data of data subjects, must receive instructions on how to comply with their obligations regarding secrecy, confidentiality and data protection.

## **8. Technical and organisational measures**

The signatories are obliged to implement the technical and organisational measures necessary to guarantee the security and integrity of the personal data and prevent their alteration or loss, as well as unauthorised access to them or their unauthorized processing.

## **9. Exercise of rights**

Each party shall be responsible for responding to requests to exercise the rights established in articles 15 to 22, both inclusive, of the GDPR, when these pertain to processing operations in which the parties hold the status of data controller.

In the event that a data subject contacts a party who is not responsible for the processing of the data that are subject to the exercise of these rights, the latter shall immediately forward the request to the party responsible for the data processing.

Notwithstanding the foregoing, data subjects may exercise their rights under the GDPR in respect of and against each of the controllers, in accordance with the provisions of Article 26.3 of the GDPR. The parties shall cooperate with each other to ensure the effective consideration and fulfilment of the rights of data subjects.

## **10. Data processors**

The intervention of data processors shall require the consent of the parties and the signing of the corresponding processing agreement in accordance with the provisions of Article 28 of the GDPR.

## **11. Compensation for damages to data subjects**

Any controller involved in processing shall be liable for the damage caused by processing which infringes the provisions of the GDPR.

A processor shall be liable for the damage caused by processing only where it has not complied with obligations of the GDPR specifically directed to processors or where it has acted outside or contrary to lawful instructions of the controller, unless it is obliged to do so under European Union or Member State law.

A controller or processor shall be exempt from liability if it proves that it is not in any way responsible for the event giving rise to the damage.

Where more than one controller or processor, or both a controller and a processor, are involved in the same processing and where they are responsible for any damage caused by processing, each controller or processor shall be held liable for the entire damage in order to ensure effective compensation of the data subject.

Where a controller or processor has paid full compensation for the damage suffered, that controller or processor shall be entitled to claim back from the other controllers or processors involved in the same processing that part of the compensation corresponding to their part of responsibility for the damage.

## **12. Provision of information**

The obligations to provide information to data subjects, referred to in Articles 13 and 14 of the GDPR, shall be fulfilled by each of the parties in those processing operations in which they are responsible for the collection of personal data.

### **13. Termination of the Agreement**

This Agreement shall be deemed to be terminated when the joint determination of the purposes and means of the processing resulting from the execution of the collaboration Agreement to which it is linked ceases.

Likewise, non-compliance with the obligations and commitments contained in the Agreement by any of the signatories shall be cause for termination, if the requirement established in the following paragraph is not met within a maximum period of two months:

In the case provided for above, any party may notify the party at fault regarding the requirement to comply with the obligations or commitments that are considered to have been breached. This requirement shall be communicated to the Monitoring and Control Committee in charge of executing the collaboration Agreement, as well as to the other signatory parties.

### **14. Monitoring and Control Committee**

The parties undertake to set up a Monitoring and Control Committee with the following powers:

- a) To ensure proper compliance with the obligations and commitments provided for in this Agreement.
- b) To propose the adoption of preventive and corrective measures, where appropriate, in order to guarantee said compliance.
- c) To provide its technical opinion in the event of any doubts of interpretation arising from the execution of this Agreement.
- d) Any other powers delegated to it by the parties.

The Committee shall be composed of the data protection officers of the signatory parties or, where appropriate, the persons designated by them.

### **15. Dissemination of the Agreement**

This Agreement shall be duly disseminated for the information of the interested parties.

### **16. Non-compliance with obligations**

The signatory parties to the Agreement are exempt from any liability that may arise from a breach of the aforementioned obligations by any other party. In the event of a breach of the assumed obligations, the entity that has committed said breach shall be liable for the infringements that this may constitute.

AEL – DATA PROCESSING AGREEMENT

<p><b>TH Köln - University of Applied Sciences Cologne</b></p> <p>Place and Date: Signature:</p> <p>Representative's name: <b>Prof. Dr. Stefan Herzig</b>, <i>President TH Köln</i></p> <p>-----</p> <p>Place and Date: Signature:</p> <p>Representative's name: <b>Prof. Dr. Ursula Wienen</b>, <i>Dean of the Faculty of Information Sciences and Communication Studies TH Köln</i></p>	<p><b>Aix-Marseille University /Aix-Marseille Université</b></p> <p>Place and Date: Signature:</p> <p>Representative's name: <b>Prof. Dr. Eric BERTON</b>, <i>President</i></p>
<p><b>University of Granada / Universidad de Granada</b></p> <p>Place and Date: Signature:</p> <p>Representative's name: <b>Prof. Dra. Pilar Aranda Ramírez</b>, <i>Rectora</i></p>	<p><b>University of Oviedo / Universidad de Oviedo</b></p> <p>Place and Date: Signature:</p> <p>Representative's name: <b>Prof. Dr. Ignacio Villaverde</b>, <i>Rector</i></p>
<p><b>Ghent University / Universiteit Gent</b></p> <p>Place and Date: Signature:</p> <p>Representative's name: <b>Prof. dr. Gita Deneckere</b>, <i>Dean of the Faculty of Letters and Philosophy</i></p> <p>-----</p> <p>Place and Date: Signature:</p> <p>Representative's name: <b>Prof. dr. ir. Rik Van de Walle</b>, <i>Rector</i></p>	<p><b>University Toulouse Jean Jaurès / Université Toulouse Jean Jaurès</b></p> <p>Place and Date: Signature:</p> <p>Representative's name: <b>Prof. Dr. Emmanuelle Garnier</b>, <i>Administratrice provisoire</i></p>
<p><b>Kaunas University of Technology / Kauno Technologijos Universitetas</b></p> <p>Place and Date: Signature:</p> <p>Representative's name: <b>Prof. dr. Eugenijus Valatka</b>, <i>Rector</i></p>	<p><b>University of Limerick, Ireland</b></p> <p>Place and Date: Signature:</p> <p>Representative's name: <b>Professor Nigel Healey</b>, <i>Vice President Global and Community Engagement</i></p>