

Agreement
on joint processing of personal data according to Art. 26 of the
European General Data Protection Regulation 2016/679
(hereafter GDPR)

concluded by

SAIA, n. o.
Sasinkova 10
81220 Bratislava
Slovakia

hereafter referred to as **SAIA**

and

Academic Cooperation Association
15 Rue d'Egmontstraat
B-1000 Brussels
Belgium

hereafter referred to as **ACA**

and

Narodowa Agencja Wymiany Akademickiej
ul. Polna 40
00-635 Warszawa
Poland

hereafter referred to as **NAWA**

and

University of Niš
Univerzitetski trg 2
18000 Niš
Serbia

hereafter referred to as **University of Nis**

and

Sofia University "St. Kl. Ohridski"
15, Tzar Osvoboditel
BG-1000 Sofia
Bulgaria

hereafter referred to as **Sofia University**

and

Comenius University in Bratislava
Šafárikovo nám. 6
P.O.Box 440
814 99 Bratislava

hereafter referred to as **Comenius University in Bratislava**

hereafter jointly referred to as **Parties** (or each individually also generally as a **Party**)

in order to

- ✦ determine in a transparent manner, which controller is in charge of which duties according to GDPR and
- ✦ to enable data subjects to easily exercise their rights according to chapter III of the GDPR.

(hereafter referred to as Agreement).

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Article 1. General framework of the Agreement

1. The Parties jointly implement the project entitled Supporting internationalisation of HE through professionalising services for mobile academic staff (further referred to as ‘the Project’) within the framework of the Erasmus+ programme, Key action 2: Strategic partnerships. For implementing this Project the coordinator has been awarded a grant from the Slovak Academic Association for International Cooperation – SAAIC, which is the Erasmus+ National Agency for Education and Training (further referred to as ‘NA’) and therefore the coordinator has concluded the Grant agreement No. 2020-1-SK01-KA203-078369 with the NA (further referred to as “Grant agreement”).
2. The Project is coordinated by SAIA (further referred to as “Project coordinator”), other Parties of this Agreement have the role of Project partners (further referred to as “Project partners” or individually as a “Project partner”).
3. Subject matter of this Agreement is to setup a framework for data processing connected with the Project, including setting up duties and responsibilities of the Parties, in line with GDPR.

Article 2. Purpose of Data Processing and its Lawfulness in connection with the Project

1. Under this Agreement for the purpose of the Project the data shall be collected and processed in order to:
 - 1.1. successfully implement the Project,
 - 1.2. create required relevant outcomes in line with the Grant agreement,
 - 1.3. provide proof of eligible costs in line with the Grant agreement,
 - 1.4. make the Project and its outcomes visible to a broad public,
 - 1.5. maintain transparency in spending of public resources,
 - 1.6. comply with the respective national laws and regulations, incl. laws on employment, social security, bookkeeping/accounting.
 - 1.7. promote the achievements and work of Parties in general.
2. As a minimum requirement, the lawfulness of data processing done by the Parties shall follow the rules set by GDPR (especially in the Article 6 of the GDPR).

Article 3. Joint Processing of Data

1. To successfully implement the Project, the following data may be processed jointly by the Parties as *controllers*:
 - 1.1. details of the persons responsible for the implementation of the Project (or its activities) and of participants of Project activities, including mostly (but not exclusively) their names, gender and birth dates, institution, they are affiliated to, job position, place of origin/residence;
 - 1.2. contact data of the persons responsible for the implementation of the Project (or its activities) and of participants of Project activities, including mostly (but not exclusively) their postal addresses, e-mail addresses, telephone numbers, as well as other contact details, which allow for electronic communication;
 - 1.3. other data related to the implementation of the Project, especially those necessary for preparation of Project outcomes and those needed as evidence of the successful implementation of Project and its activities, including mostly (but not exclusively) activity specific data about participants of Project activities, such as data on the mobility pathways

and funding schemes (grants), and audio-visual recordings and photographs from Project events and activities.

2. Subject to the processing described in paragraph 1 may be (data subjects):
 - 2.1. persons responsible for the implementation of the Project (or its activities), including mostly (but not exclusively) the employees of the Parties;
 - 2.2. participants of Project activities, including mostly (but not exclusively) academic and non-academic staff of universities and other actors with relevance to the Project;
 - 2.3. experts, i.e. academics and/or other experts, whose expertise is necessary for a successful implementation of the Project;
 - 2.4. representatives and employees of the universities and other actors with relevance to the Project who may benefit from the Project activities and results.
3. The Parties in their role as controllers are in charge of
 - 3.1. data collection and processing necessary for the implementation of Project activities that are their responsibility in accordance with the Project as well as
 - 3.2. transfer of collected and/or processed data related to the implementation of the Project to other Parties (other Project partners or to the Project coordinator) to the extent necessary for the performance of their tasks or for the fulfilment of their duties within the Project.
4. The Parties as controllers jointly determine the range of data collected and processed for the needs of Project implementation.
5. A Party that in its role as *controller* decides to involve a *processor* to process data on its behalf shall oblige with the rules and regulations set in the GDPR and inform other Parties about such situation.
6. The Parties as *controllers* agreed, that in cases, where lawfulness of data processing for the purpose connected with the Project is based upon consent of the data subject to the processing of his or her personal data (Art. 6 paragraph 1 sentence 1 subpoint a of the GDPR), they, as a part of Project management and implementation, will jointly elaborate a common approach and guidelines that will be followed by the Parties in such situations.

Article 4. Commencement and Duration

1. This agreement begins on the date of signing of this agreement by all Parties unless further conditions are applied by respective national law. If a Party is obliged by such condition, the Party shall notify the Coordinator without any delay about the date, when such condition was fulfilled and the Agreement entered into force.
2. This agreement is concluded for the duration of the Project extended for five years starting from the date of payment of the balance in order to carry out eventual checks, audits or evaluations of Project outcomes and documentation by the NA and/or other authorised subjects.
3. A Party may rescind from this agreement only in case it withdraws its participation in the Project in line with the Grant agreement.
4. The Parties agreed that even after the end of the period covered by this agreement, they will deal with the data collected in connection with the Project in line with the requirements of the GDPR, if still valid at the respective time.

Article 5. Information of data subjects

1. The obligation to inform data subjects according to articles 13 and 14 of the GDPR shall be fulfilled by a privacy statement elaborated jointly by the Parties and published on a joint website dedicated to the Project. Until a joint privacy statement is elaborated and published, this Agreement shall be

published together with a link to privacy statements of all Parties as information about legal framework for data subjects.

2. The Parties in their role as controllers hereby undertake to provide respective concerned data subjects with additional information if this is necessary to fulfil the obligations of the controllers according to articles 13 and 14 of the GDPR. The information may be given in English or the respective national language.

Article 6. Rights of data subjects

1. The Parties as controllers hereby undertake to apply the necessary organisational measures, to allow the exercise of the rights of data subjects according to chapter III of the GDPR, which are the rights to information, access, rectification, erasure, restriction of processing and data portability, within the deadlines of the GDPR at any time.
2. To exercise their rights, data subjects shall be referred to the controller responsible for them. Responsibility shall be decided according to the Party that collected the data primarily. In observance of § 11 and Art 26 GDPR irresponsible controllers who were contacted by data subject regarding the exertion of their rights shall refer the data subject internally to the responsible controller, who will then process the data subjects request. The originally contacted irresponsible controller, however, remains the primary point of contact for the data subject until their request has been processed.
3. According to Article 26, paragraph 1, sentence 3 of the GDPR, each of the parties of this Agreement sets up a contact point for data subjects and publishes the information on its website and on the joint website dedicated to the Project:
 - 3.1. in case of SAIA, data subjects can contact the contact point at saia@saia.sk;
 - 3.2. in case of ACA, data subjects can contact the contact point at secretariat@aca-secretariat.be;
 - 3.3. in case of NAWA, data subjects can contact the contact point at odo@nawa.gov.pl;
 - 3.4. in case of University of Nis, data subjects can contact the contact point at milan.zdravkovic@gmail.com;
 - 3.5. in case of Sofia University, data subjects can contact the contact point at eliza@fmi.uni-sofia.bg;
 - 3.6. in case of Comenius University in Bratislava, data subjects can contact the contact point at omv@rec.uniba.sk.

Article 7. Information about the Joint Processing

SAIA as the Project coordinator hereby undertakes to provide information about this agreement in a manner compliant to article 12 of the GDPR. This information shall be given in the English language at a joint website dedicated to the Project prior to any data processing within the Project.

Article 8. Transfer of personal data from the Community to third countries

1. The Parties abstain from any data transfer to any subject outside the European Union unless it is in line with the GDPR (Article 44 and following).
2. The Parties acknowledging that one of the Parties is based outside the European Union and thus this Party is not governed directly by the GDPR commit themselves to sign bilaterally the Standard contractual clauses for the transfer of personal data from the Community to third countries

(controller to controller transfers) as set by the European Commission¹ between each Party based on the territory of the European Union on one side and a Party based outside the territory of the European Union on the other side in order to ensure the lawful transfer of data for the purposes of the Project.

3. The respective Parties will notify the Project coordinator about conclusion of the Standard contractual clauses as set in paragraph 2 and provide copies of the signed documents to the Project coordinator as a proof.

Article 9. Confidentiality

The Parties as *controllers* hereby ensure that persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality arising from national or Union law. These persons are subject to this secrecy obligation, even after their duties have ceased.

Article 10. Security of Processing

1. The Parties as *controllers* hereby declare in a legally binding manner, that they have taken the necessary measures at their place, and especially those enlisted in Annex 1, to ensure the security of their local processing is in accordance to article 32 of the GDPR, so that the processing of data
 - 1.1. meets the requirements of the GDPR, especially of articles 28 and 32 of the GDPR and the national laws and ordinances based upon the GDPR;
 - 1.2. ensures the protection of the rights of the data subjects.
2. The Parties as *controllers* hereby undertake to provide each other with the information relevant for the protection of personal data and the security of processing, in order to meet the requirements of the GDPR in the best possible manner.

Article 11. GDPR Compliance

The Parties as *controllers* hereby undertake to comply with the requirements of the GDPR, especially their articles 32 to 36 regarding security of processing, data breach notifications, data protection impact assessments and prior consultation.

Article 12. Amendments

1. Amendments to this agreement can only be done in written form and require unanimous vote of all Parties.
2. If any of the provisions of this agreement are determined to be illegal, invalid or otherwise unenforceable by reason of the laws of any state or country in which these provisions are intended to be effective, then to the extent and within the jurisdiction which that provision is illegal, invalid or unenforceable, it shall be severed and deleted from this clause and the remaining provisions shall survive, remain in full force and effect and continue to be binding and enforceable.
3. In cases of paragraph 2 of this clause the Parties are obliged to replace the illegal, invalid or otherwise unenforceable provision by a legal, valid and enforceable provision as close as possible to the provision to be replaced.

¹ <https://eur-lex.europa.eu/eli/dec/2001/497/2016-12-17>

Article 13. Liability and unlimited responsibility towards the data subject

1. Notwithstanding the stipulations made under this arrangement regarding the distribution of responsibilities and obligations, data subjects may assert their rights with and against any of the Parties. The mere reference/the forwarding of the data subject to another Party within the scope of this arrangement is inadmissible.
2. Each Party is liable for all damage caused by data processing to ensure effective compensation for the data subject(s).

Article 14. Choice of Law

This agreement is governed by and construed in accordance with the laws of the Slovak Republic.

Article 15. Concluding provisions

1. This agreement is concluded in six equal originals; one for each Party.

Signature of Party 1 of the Agreement

Name of the institution	SAIA, n. o.
Seat of the institution (including country)	Sasinkova 10 812 20 Bratislava Slovakia
Name of the signatory in the name of the institution	Mgr. Michal Fedák
Position of the signatory within the institution	Executive Director
Date of signature	
Place of signature	Bratislava, Slovakia
Signature	

Stamp of the institution (if relevant)

Signature of Party 2 of the Agreement

Name of the institution	Academic Cooperation Association (ACA)
Seat of the institution (including country)	Rue d'Egmontstraat 15 1000 Brussels Belgium
Name of the signatory in the name of the institution	Irina Ferencz
Position of the signatory within the institution	Director
Date of signature	
Place of signature	Brussels, Belgium
Signature	

Stamp of the institution (if relevant)

Signature of Party 3 of the Agreement

Name of the institution	Narodowa Agencja Wymiany Akademickiej
Seat of the institution (including country)	ul. Polna 40 00-635 Warszawa Poland
Name of the signatory in the name of the institution	Grażyna Żebrowska, PhD.
Position of the signatory within the institution	Director
Date of signature	
Place of signature	Warsaw, Poland
Signature	

Stamp of the institution (if relevant)

Signature of Party 4 of the Agreement

Name of the institution	University of Niš
Seat of the institution (including country)	Univerzitetski trg 2 18000 Niš Serbia
Name of the signatory in the name of the institution	Prof. Dr. Dragan Antić
Position of the signatory within the institution	Rector
Date of signature	
Place of signature	Niš, Serbia
Signature	

Stamp of the institution (if relevant)

Signature of Party 5 of the Agreement

Name of the institution	Sofia University "St. Kl. Ohridski"
Seat of the institution (including country)	15, Tzar Osvoboditel BG-1000 Sofia Bulgaria
Name of the signatory in the name of the institution	prof. Anastas Gerdjikov
Position of the signatory within the institution	Rector
Date of signature	
Place of signature	Sofia, Bulgaria
Signature	

Stamp of the institution (if relevant)

Signature of Party 6 of the Agreement

Name of the institution	Comenius University in Bratislava
Seat of the institution (including country)	Šafárikovo nám. 6 P.O.Box 440 814 99 Bratislava Slovakia
Name of the signatory in the name of the institution	prof. JUDr. Marek Števíček, PhD.
Position of the signatory within the institution	Rector
Date of signature	
Place of signature	Bratislava, Slovakia
Signature	

Stamp of the institution (if relevant)

Annex 1 – Technical and organisational measures

Confidentiality

1. Hardware Access Control: protection against unauthorised access to data processing equipment, e.g.: by keys, smart cards, electric door openers, doormen, security staff, alarm systems and CCTV;
2. Software Access Control: protection against unauthorised use, e.g. by: passwords (including an appropriate policy), automatic blocking mechanisms, two factor authentication, encryption, (technical) blocking of unauthorised read/write access, default authorisation profiles on a need-to-know basis, default processes for authorisation assignment, access logs, periodical review of assigned authorisations, especially regarding administrator privileges;
3. Pseudonymisation: if possible, identifiers allowing for the identification of natural persons shall be removed from the processing of personal data and kept separately;
4. Classification of data: either in accordance with statutory law or based upon own assessment (classified/confidential/internal/public).

Integrity

1. Control of disclosure: (technical) blocking of unauthorised read / write access, e.g. by applying encryption, Virtual Private Networks (VPN) or digital signatures;
2. Input Control: determining, whether and by whom personal data has been entered, edited or deleted, e.g. by means of logging or document management.

Availability und Resilience

1. Availability Control: protection against accidental or intentional destruction and loss, e.g. by a backup-strategy (online/offline; on-site/off-site), uninterruptible power supply, virus protection, firewalls, reporting channels and emergency plans; security checks for infrastructure and applications, multilevel security concepts including encrypted backups to backup data centres, and standard procedures for staff changes and leaves;
2. Swift Restore: ability to restore the availability and access to personal data in a timely manner;
3. Deadlines for Deletion: shall apply to personal data as well as meta-data, e.g. logfiles.

Mechanisms for regular assessment and evaluation

1. Privacy Management: shall include regular employee trainings;
2. Incident-Response Management;
3. Privacy by Default;
4. Control of Processors: processors according to article 28 of the GDPR may only act upon documented instructions from the controller, which can be achieved by clear and explicit contracts, standard procedures and strict selection of processors, e.g. by asking for (ISO) certification as well as review of contracted processors.