# Joint Data Controller Agreement

between

Lund University

and

[joint controller party]

Based on Art 26

of Regulation 2016/679 of the European Parliament and of the Council

(General Data Protection Regulation)

1. **Lund University,** registration number 202100-3211

[faculty/department],

Box 117,

221 00 Lund

Sweden

1. **[Party]**, corporate identity/registration number XXX
(Address)

## Hereafter together referred to as “the Parties” or “the Joint Controllers” and separately as “the Party” or “the Joint Controller”, have entered into the following agreement on joint responsibility for personal data processing (hereafter referred to as “the Agreement”).

**Background**

By entering into this Agreement, the Parties intend to meet the requirements stated in the General Data Protection Regulation EU 2016/679 (hereafter referred to as the GDPR), including any complementary Swedish legislation, in the implementation of their primary agreement or equivalent [title and date of the primary agreement]. In order to fulfil their obligations under the primary agreement, the Parties will share information, including personal data, with each other for research purposes.

The Parties will only process the personal data described above insofar as such processing is needed to fulfil the obligations of the primary agreement, unless otherwise required by law. This Agreement sets out the structure agreed upon by the Parties in order to facilitate the sharing of personal data between them.

The Parties agree and acknowledge that it is rarely possible, before or at the start of personal data collection for research purposes, to completely identify the aim of such personal data processing. However, the Parties shall not, as far as possible, process personal data to a greater extent or for other purposes than stated in the primary agreement.

The Parties agree that they are jointly responsible for the processing of personal data to take place under the primary agreement and that the present Agreement covers all processing of personal data within the framework of the primary agreement.

## GENERAL UNDERTAKINGS

* 1. The Parties undertake to process the shared personal data on the basis of the GDPR and other legislation and regulations applicable for the processing of personal data.
	2. The Parties’ processing of the shared personal data presumes that at least one of the legal grounds for the processing of personal data in Article 6 of the GDPR is present.
	3. If the shared personal data contains special categories of personal data (sensitive personal data), the Parties are only to process such data provided that one of the exceptions in Articles 9 and 22 of the GDPR is applicable *(including any provisions set out in complementary Swedish legislation)*.
	4. The Party collecting personal data from the data subject is responsible for promptly providing any information to which the data subject is entitled. This is to ensure that the individual is informed and that the processing of personal data is lawful and fair. This also entails the inclusion of a summary of the present Agreement in the information provided to the data subjects.
	5. The Parties guarantee that the personal data shared with the other Party is correct and updated at the time of sharing with the other Party, to the extent reasonably possible.

## THE RIGHTS OF THE DATA SUBJECT

* 1. The Parties are to facilitate for the data subjects to claim their rights under the GDPR.
	2. The Parties agree that a data subject can contact either Party with questions or requests.
	3. The Parties agree that a request in accordance with the GDPR is to be managed by the Party that has received the request.
	4. The Joint Controllers agree to give each other reasonable support and assistance so that each Party can address a request, answer a question or address a complaint from a data subject. Support and assistance are to be made available without any unnecessary delay (within 5 working days of the request for assistance by the other Party).

## TRANSFER OF DATA TO A THIRD COUNTRY

* 1. The Parties do not have the right to transfer personal data under this Agreement outside of the European Economic Area (EEA) or to an international organisation governed by international law, except where this is in compliance with Chapter V of the GDPR. This includes making the personal data available, granting access to it and disseminating it further to another third country.
	2. Adequate security protection levels for a third country, a territory or specific sectors in a third country may be decided by the European Commission. In the absence of such decision, the Parties are only permitted to transfer personal data to a country outside the EEA where there are appropriate safeguards, in compliance with Articles 46-47 and 49 of the GDPR. The Parties are to inform each other if such transfer mechanisms are in place and of the legal grounds for the transfer.

## SECURITY, PERSONAL DATA BREACHES and REPORTING PROCEDURES

* 1. The Parties must have appropriate technical and organisational measures in place to ensure an appropriate level of security in relation to the risks posed by the data processing, in particular the risk of accidental or unlawful destruction, loss or alteration and the risk of unauthorised disclosure of, or unauthorised access to, the personal data transferred, stored or processed in any other way.
	2. The Parties are to have internal procedures for both detecting and managing security and personal data breaches, including methods enabling intervention to restore information (e.g. being able to read back-up files).
	3. If a Party becomes aware of a (suspected) personal data breach, the Party must inform the other Party of this. The information is to include at least
1. what has happened and the reason why it is deemed to be a breach,
2. the person or organisation that may be contacted for more information regarding the breach,
3. recommended measures as a result of the breach to reduce the negative consequences,
4. the potential risks/effects of the personal data breach on the integrity of the data subjects, and
5. the measures that the Party has taken or proposes to take in order to address the breach.
	1. The Parties agree to assist one another with the reasonably necessary support in order to facilitate the management of breaches, promptly and in compliance with applicable legislation.
	2. If a Party requests it, the other Party is immediately to collaborate on the reporting of a personal data breach to the appropriate authorities and to inform the data subjects concerned.

## LIABILITY

Each Party is liable for damage or loss resulting from that Party not complying with or actively violating applicable legislation, such as the GDPR. Furthermore, each Party is liable hereunder for damage or loss caused by it through material breach of any provision of this Agreement and/or through gross negligence or a wilful act or omission. The liability does not comprise compensation for any indirect or consequential loss or damages, including, but not limited to, loss as result of punitive or liquidated damages or loss of profit. For the avoidance of doubt, such damage as is stated in the first sentence of this section 5 is considered to constitute direct damage.

## TERM, TERMINATION AND AMENDMENTS

* 1. This Agreement enters into force as of the start of personal data processing under the primary agreement.
	2. The Agreement is valid for as long as the primary agreement is valid or as long as the processing of personal data under the primary agreement continues.
	3. A Party may terminate this Agreement immediately if the other Party is in material breach of any provision of this Agreement and does not remedy such breach, if capable of remedy, within four (4) weeks after receiving written notice thereof.
	4. Any provision of this Agreement which by its nature extends beyond termination will survive termination or expiration of this Agreement and continue in full force and effect.
	5. Any amendments of this Agreement are to be made in writing and signed by authorised representatives of both Parties.

## INTERPRETATION AND APPLICATION

* 1. This Agreement shall be governed by and construed in accordance with the laws of Sweden, without reference to its conflict-of-laws rules, and in accordance with the dispute settlement provisions in the primary agreement.

Lund [insert date] [Insert location and date]

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Lund University [Party]