

Agreement pursuant to Article 26 of the General Data Protection Regulation

between

the Federal Ministry of Education and Research

(Controller 1)

and

the German Commission for UNESCO

(Controller 2)

§ 1 Responsibilities

(1) This agreement regulates the rights and obligations of the Controllers (hereinafter also referred to as Parties) in the joint processing of personal data. This agreement applies to all activities in which employees of the parties or processors commissioned by them process personal data on behalf of the controllers.

(2) The joint responsibility for the processing of personal data extends to the implementation of the joint ESD awards, the ESD community events and the ESD prize. This includes the processing of personal data during the course of all award ceremonies, ESD Community events and the biennial award ceremony.

(3) The responsibility and data protection liability for the processing of data in connection with applications for awards and prizes lies solely with the German UNESCO Commission as the controller.

(4) The responsibility and liability for data protection with regard to the registration and control of user access authorisation using the login data and the processing of personal data required in connection with the specific provision of online access and the technical transmission/online provision of content during the events lies solely with the German UNESCO Commission as the controller.

(5) The responsibility and data protection liability for the processing of personal data in the course of the follow-up to the event and the associated communication with the data subjects lies solely with the German UNESCO Commission as the controller.

(6) Joint responsibility includes reporting and public relations work (flyers, brochures, ESD portal, etc.) by the controllers in connection with these two event formats – the award and the prize.

(7) The following agreements apply to the process stages where joint responsibility under data protection law exists.

(8) For the remaining process stages where there is no joint determination of the purposes and means of individual phases of data processing, each contracting party is an independent controller within the meaning of Art. 4 No. 7 GDPR. Insofar as the contracting parties are joint controllers within the meaning of Art. 26 GDPR, the following agreements apply.

§ 2 General provisions

(1) Each party shall ensure compliance with the statutory provisions, in particular the lawfulness of the data processing carried out by it, including within the scope of joint responsibility. The parties shall take all necessary technical and organisational measures to ensure that the rights of data subjects, in particular under Articles 12 to 22 of the GDPR, can be guaranteed at all times within the statutory time limits.

(2) The parties shall ensure that only personal data that is strictly necessary for the implementation of the National ESD Awards, the ESDCE and the National ESD Prize is processed and that it is specified for the purposes and means of processing by Union law or the law of the Member States. In all other respects, both contracting parties shall observe the principle of data minimisation within the meaning of Article 5(1)(c) of the GDPR.

(3) The parties undertake to provide the information required under Articles 13 and 14 of the GDPR in a precise, transparent, comprehensible and easily accessible form in clear and simple language free of charge.

(4) Data subjects may assert their rights under Articles 15 to 22 GDPR against the parties.

§ 3 Rights of data subjects

(1) The parties undertake to comply with the obligation to provide information in accordance with Article 15 GDPR.

(2) The parties undertake to provide data subjects with the information to which they are entitled under Article 15 of the GDPR upon request.

(3) If a data subject contacts one of the parties in exercising their data subject rights, in particular to withdraw consent, object, request information or correction and deletion of their personal data, the parties undertake to forward this request to the other party immediately, at the latest within 5 working days of receiving the data subject's request, irrespective of the obligation to guarantee the data subject's rights. The latter shall be obliged to provide the requesting party with the information necessary to provide the information from its sphere of activity without delay.

(4) If personal data is to be deleted, the parties shall inform each other in advance. The information shall include, in particular, the personal data to be deleted in order to ensure that each party can comply with the deletion obligation.

§ 4 Data breaches

(1) The parties shall inform each other immediately and completely if they discover errors or irregularities in relation to data protection provisions when reviewing processing activities.

(2) Both parties shall be responsible for the reporting and notification obligations arising from Articles 33 and 34 GDPR towards the supervisory authority and the persons affected by a breach of personal data protection for their respective areas of activity. The parties shall inform each other immediately of any notification of personal data breaches to the supervisory authority and shall immediately forward to each other the information necessary to make the notification.

(3) The parties are obliged to support each other in dealing with the data breach, in particular by jointly taking measures to mitigate any adverse effects of a data breach.

§ 5 Information for data subjects

(1) The German UNESCO Commission undertakes to make the essential content of the agreement on joint responsibility for data protection available to the data subjects (Art. 26 (2) GDPR).

(2) If one party is solely responsible for the processing activities referred to in § 1 (3) — (5), only that party shall be solely responsible for fulfilling the information obligations pursuant to Art. 12 ff GDPR in conjunction with national provisions.

(3) In all other respects, the parties shall support each other in fulfilling the information obligations pursuant to Art. 12 et seq. GDPR in conjunction with national provisions.

§ 6 Data protection impact assessment

If a data protection impact assessment pursuant to Art. 35 GDPR is required, the parties shall support each other.

§ 7 Documentation of processing

Documentation within the meaning of Art. 5 (2) GDPR, which serves to prove that data processing has been carried out properly, shall be retained by each party in accordance with its legal powers and obligations beyond the end of the cooperation.

§ 8 Confidentiality of data

(1) The parties shall ensure within their sphere of influence that all employees involved in data processing of data maintain the confidentiality of the data in accordance with Articles 28(3), 29 and 32 GDPR for the duration of their employment and after termination of their employment, and that they are subject to data secrecy obligations and instructed on the relevant data protection provisions before commencing their work.

(2) The parties shall independently ensure that they comply with all statutory data retention obligations. To this end, they shall take appropriate data security measures (Art. 32 et seq. GDPR). This applies in particular in the event of termination of the cooperation.

(3) The implementation, default settings and operation of the systems shall be carried out in compliance with the provisions of the GDPR and other regulations, in particular in compliance with the principles of data protection by design and data protection-friendly default settings and using appropriate state-of-the-art technical and organisational measures.

§ 9 Order processing

(1) The parties undertake – if not already done – to conclude a contract in accordance with Art. 28 GDPR when using order processors within the scope of this agreement.

(2) The parties shall inform each other in good time of any intended change in relation to the involvement or replacement of processors employed as subcontractors and shall only commission subcontractors who meet the requirements of data protection law and the provisions of this contract.

§ 10 Record of processing activities

The parties shall include the processing activities in the processing register in accordance with Art. 30 (1) GDPR, including and in particular with a note on the nature of the processing operation under joint or sole responsibility.

§ 11 Liability

(1) Notwithstanding the provisions of this agreement, the parties shall be liable for damage caused by processing that does not comply with the GDPR in jointly and severally liable to the data subjects.

(2) In their internal relations, the parties shall, without prejudice to the provisions of this contract, only be liable for damage incurred within their respective spheres of influence.

§ 12 Severability clause

Should individual provisions of this contract be or become invalid or contain a loophole, the remaining provisions shall remain unaffected. The parties undertake to replace the invalid provision with a legally permissible provision that comes closest to the purpose of the invalid provision and best meets the requirements of Art. 26 GDPR.

Please note that this text has been translated from German into English using Deep L pro.