

Joint Data Controller Agreement

between

Beneficiaries:

LINNAEUS UNIVERISTY,
ETHNIKO KAI KAPODISTRIAKO PANEPISTIMIO ATHINON,
UNIVERSITEIT GENT - GHENT UNIVERSITY,
NORGES TEKNISK-NATURVITENSKAPELIGE UNIVERSITET NTNU,
THE PROVOST, FELLOWS, FOUNDATION SCHOLARS, AND THE OTHER MEMBERS OF
BOARD, OF THE COLLEGE OF THE HOLY AND UNDIVIDED TRINITY OF QUEEN
ELIZABETH NEAR DUBLIN,

SIMPLE

And Associated Partners:

THE OPEN UNIVERSITY,
UNIVERSITY COLLEGE LONDON

31 August 2023

Based on Art 26

of Regulation 2016/679 of the European Parliament and of the Council
(General Data Protection Regulation)

1. **LINNAEUS UNIVERSITY**, 351 95 Växjö, Sweden,
2. **ETHNIKO KAI KAPODISTRIAKO PANEPISTIMIO ATHINON**, 6 Christou Lada Str, 10561 Athina, Greece,
3. **UNIVERSITEIT GENT - GHENT UNIVERSITY**, public institution with legal personality, having its administrative offices at Sint Pietersnieuwstraat 25, 9000 Gent, Belgium, with registration number 0248.015.142 and duly represented by prof. dr. Rik van de Walle, Rector, who entrusts the execution of the present Agreement to prof. dr. Lieva Van Langenhove, Department of Materials, Textiles and Chemical Engineering,
4. **NORGES TEKNISK-NATURVITENSKAPELIGE UNIVERSITET NTNU**, Hogskoleringen 1, 7491 Trondheim, Norway,
5. **THE PROVOST, FELLOWS, FOUNDATION SCHOLARS, AND THE OTHER MEMBERS OF BOARD, OF THE COLLEGE OF THE HOLY AND UNDIVIDED TRINITY OF QUEEN ELIZABETH NEAR DUBLIN**, College Green, 2 Dublin, Ireland,
6. **SIMPLE**, Riga Feraiou 55, 420 31 Farkadona, Greece,
7. **THE OPEN UNIVERSITY**, Walton Hall, MK/ 6AA Milton Keynes, United Kingdom,
8. **UNIVERSITY COLLEGE LONDON**, Gower Street, WC1E 6BT London, United Kingdom

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 legislation (GDPR legislation), in the implementation of the Exten.D.T.2 Consortium Agreement, 15 June 2022. 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 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.

1. GENERAL UNDERTAKINGS

- 1.1 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.
- 1.2 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.
- 1.3 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.
- 1.4 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.
- 1.5 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.

2. THE RIGHTS OF THE DATA SUBJECT

- 2.1 The Parties are to facilitate for the data subjects to claim their rights under the GDPR.
- 2.2 The Parties agree that a data subject can contact either Party with questions or requests.
- 2.3 The Parties agree that a request in accordance with the GDPR is to be managed by the Party that has received the request.
- 2.4 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).

3. DATA PROCESSING

3.1 The Parties acknowledge that the factual arrangements between them dictate the role of each Party in respect of the GDPR legislation. Notwithstanding the foregoing, each Party agrees that the nature of the Processing under this Agreement will be as follows:

- a. the Parties shall each Process the Personal Data;
- b. the Parties shall act as a Joint Controller in respect of the Processing of the Personal Data in relation to the Exten.D.T.2 project. The Parties agree that they shall be jointly responsible for the compliance obligations imposed on a Controller by the GDPR, and the Parties shall cooperate to do all necessary things to enable performance of such compliance obligations, except that each Party shall be responsible, without limitation, for compliance with its data security obligations set out in Section 6 where Personal Data has been transmitted by it, or while Personal Data is in its possession or control.

3.2 Each of the Parties acknowledges and agrees that Appendix 1(*Data Processing Particulars*) to this Agreement is an accurate description of the Data Processing Particulars.

3.3 The list of the Data Protection Officers of each Party (and their contact details) is included in Appendix 2 (*Data Protection Officers*).

4. DATA CONTROLLER OBLIGATIONS

4.1 The Parties shall in relation to the Processing of the Personal Data comply with its respective obligations under the GDPR legislation.

4.2 Without limiting the generality of the obligation set out in Paragraph 4.1, in particular, the Parties:

- a. where required to do so make due notification to the relevant authorities;
- b. ensure it is not subject to any prohibition or restriction which would:
 - o prevent or restrict it from disclosing or transferring the Personal Data to the other Parties as required under this Agreement;
 - o prevent or restrict it from granting the other Parties access to the Personal Data as required under this Agreement; or
 - o prevent or restrict the other Parties from Processing the Personal Data, as envisaged under this Agreement;
- c. ensure that all fair processing notices have been given (and/or, as applicable, consents obtained) and are sufficient in scope to enable each Party to Process the Personal Data as required in order to obtain the benefit of its rights and to fulfil its obligations under this Agreement in accordance with the GDPR legislation;
- d. notify the other Party promptly, and in any event within forty-eight (48) hours of receipt of any Data Subject Request which relates directly or indirectly to the Processing of Personal Data under, or in connection with, this Agreement and together with such notice, provide a copy of such Data Subject Request to the other Party and reasonable details of the circumstances giving rise to it. In addition to providing such notice, they shall provide the other Party with all reasonable co-operation and assistance required by the other Party in relation to any such Data Subject Request;
- e. use reasonable endeavours to notify the other Parties it is obliged to make a disclosure of any of the Personal Data under any statutory requirement, such notification to be made in advance of such disclosure or immediately thereafter unless prohibited by law;
- f. take reasonable steps to ensure the reliability of any of its personnel who have access to the Personal Data;
- g. not do anything which shall damage the reputation of the other Parties or their relationship with the Data Subjects;
- h. hold the information contained in the Personal Data confidentially and under at least the conditions of confidence as such Party holds Personal Data Processed by it other than the Personal Data;
- i. not disclose the Personal Data to a third party (including a sub-contractor) in any circumstances without the other Party's prior written consent, save in relation to: (i) disclosures to Permitted Recipients; and (ii) Third Party Requests. For Third Party Requests, the Party seeking to disclose the Personal Data shall use reasonable endeavours to advise the other Party in advance of such disclosure, unless that Party is prohibited by

law or regulation from notifying the other Party of that disclosure, in which case it shall do so as soon as practicable thereafter (where permitted by law or regulation); and

- j. at the other Party's option or direction, arrange for the prompt and safe return and/or secure permanent destruction (in accordance with Good Industry Practice) of all Personal Data, together with all copies in its possession or control within 45 days and, where requested by the other Party certify that such destruction has taken place.

5. TRANSFER OF DATA TO A THIRD COUNTRY

- 5.1 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.
- 5.2 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. For the avoidance of doubt, the European Commission has adopted a decision on the adequate security protection levels for the United Kingdom, in compliance with Chapter V of the GDPR.

6. SECURITY, PERSONAL DATA BREACHES and REPORTING PROCEDURES

- 6.1 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.
- 6.2 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).
- 6.3 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
 - a) what has happened and the reason why it is deemed to be a breach,
 - b) the person or organisation that may be contacted for more information regarding the breach,
 - c) recommended measures as a result of the breach to reduce the negative consequences,
 - d) the potential risks/effects of the personal data breach on the integrity of the data subjects, and
 - e) the measures that the Party has taken or proposes to take in order to address the breach.
- 6.4 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.

- 6.5 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.

7. LIABILITY

For the avoidance of doubt, the liability provisions in Section 5 of the Exten.D.T.2 Consortium Agreement are not applicable to the processing of Personal Data. 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 second sentence of this section 7 is considered to constitute direct damage.

8. TERM, TERMINATION AND AMENDMENTS

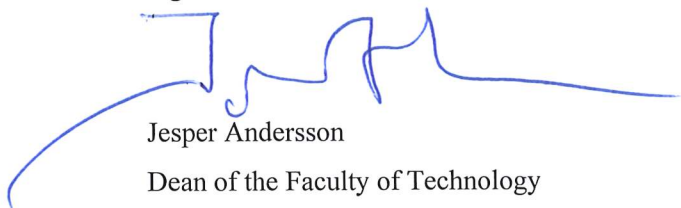
- 8.1 This Agreement enters into force as of the start of personal data processing under the primary agreement.
- 8.2 The duration of this Agreement is equal to the duration of the primary agreement. If the primary agreement is terminated either on time or prematurely, this Agreement will also end.
- 8.3 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.
- 8.4 A Party may terminate its participation in this Agreement immediately in case it is not a Data Controller according to the GDPR. Such Party shall notify the termination to the other Parties.
- 8.5 If any obligation or provision in this Agreement should be unenforceable or in conflict with a provision of mandatory law, this unenforceability or incompatibility will not affect the enforceability or compatibility of other provisions in the Agreement, nor will it affect the part of the provision in question that is not in conflict with mandatory law. The unlawful, invalid or unenforceable provision will automatically be deemed to be replaced by a provision that is legal, valid and enforceable and that corresponds as closely as possible to the intention upon which the unlawful, invalid or unenforceable provision was based and will be applied in an amended form.
- 8.6 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.
- 8.7 Any amendments of this Agreement are to be made in writing and signed by authorised representatives of both Parties.

9. INTERPRETATION AND APPLICATION

9.1 This Agreement shall be governed by and construed in accordance with the laws of Belgium, without reference to its conflict-of-laws rules, and in accordance with the dispute settlement provisions in the Exten.D.T.2 Consortium Agreement.

LINNAEUS UNIVERSITY

Signature

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Jesper Andersson

Dean of the Faculty of Technology

Date: 31 August 2023

Linnæus University

ETHNIKO KAI KAPODISTRIAKO PANEPISTIMIO ATHINON

Signature



Professor Nikolaos Voulgaris

Vice Rector of Research and Lifelong Learning

Date 04/08/2023

UNIVERSITEIT GENT

Signature(s)

Prof. dr. Rik Van de Walle

Rector

Date



For acknowledgement and approval:

Prof. dr. Lieva Van Langenhove

Date **August 8th 2023**

For the rector



Prof. Dr. Ignace Lemahieu
Director of Research
Ghent University

-10 AUG 2023



NORGES TEKNISK-NATURVITENSKAPELIGE UNIVERSITET NTNU

Signature

Tor Grande

Tor Grande

Pro-Rector for Research

Date: 28.08.2023



**THE PROVOST, FELLOWS, FOUNDATION SCHOLARS, AND THE OTHER MEMBERS
OF BOARD, OF THE COLLEGE OF THE HOLY AND UNDIVIDED TRINITY OF QUEEN
ELIZABETH NEAR DUBLIN**

Signature



Dr Gordon Elliott

Senior Patents and Licensing Manager

Date 31 AUG 2023



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The Provost, Fellows, Foundation Scholars,
and other members of Board,
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Trinity of Queen Elizabeth near Dublin

SIMPLE

Signature



Filothei Chalvatza

Managing Director

Date 03/08/2023

SIMPLE
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THE OPEN UNIVERSITY

Signature

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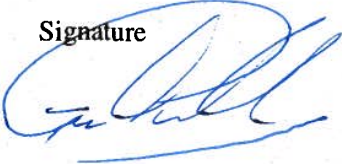
Miss Joanne Vango

Head of Legal

Date 29 August 2023

UNIVERSITY COLLEGE LONDON

Signature



Mr Giles Machell

Head of European Contract Management, European Research & Innovation Office

Date 26/07/2023