

**Agreement on the processing of data as joint controllers according to Article 26 of the General Data Protection Regulation (GDPR)**

between

**Deutscher Akademischer Austauschdienst e.V.  
Kennedyallee 50  
53175 Bonn, Germany**

- Controller 1 -

and

**Alexander von Humboldt-Stiftung  
Jean-Paul-Straße  
53173 Bonn, Germany**

- Controller 2 -

and

**Goethe-Institut  
Oskar-von-Miller-Ring 18  
80333 Munich, Germany**

- Controller 3 -

and

**The founders of a group within Alumniportal Deutschland**

- Controller 4 -

- Together: the Joint Controllers -

**Preamble**

The Joint Controllers hereby jointly determine the purposes and means relating to the common data processing activities described in **Annex 1**. Notwithstanding this Agreement they are each a 'controller' within the meaning of Art. 4, 7. GDPR and to this extent are to ensure compliance with the principles relating to the processing of personal data pursuant to Art. 5 GDPR whereby **Annex 2** of this Agreement appropriately allocates performance of the relevant obligations to one or more of the parties.

## **Clause 1 – The controllers’ respective functions and relationships**

(1) Annex 2 entitled ‘Internal allocation with regard to the fulfilment of obligations pursuant to GDPR’ describes the respective functions and relationships of the Joint Controllers in the context of their duties and obligations pursuant to GDPR and other data protection legislation.

(2) Irrespective of para. 1 data subjects affected by such processing can assert their rights with and against each individual controller. Insofar as a controller cannot independently perform its duties and obligations with regard to the data subject then the other controllers shall support it in this respect to the extent that is necessary. Should the data subject assert their rights against one controller whereby Annex 2 establishes an internal allocation between the Joint Controllers in this respect then this controller shall arrange for the necessary involvement of the other controllers.

(3) Insofar as one of the Joint Controllers takes appropriate measures according to the allocation with regard to the fulfilment of obligations in Annex 2 then it is to inform the other Joint Controllers of this without delay, unless otherwise stipulated in Annex 2.

(4) Insofar as a Joint Controller intends to amend personal data in the context of common processing activities (including erasure, restriction of processing, rectification) it shall take into account any conflicting rights and obligations of the other Joint Controllers. If in doubt it shall consult with the other Joint Controllers regarding the proposed amendment and take their legitimate concerns into account. This shall also apply to termination of participation in the common processing activity within the meaning of Clause 3.

(5) Notwithstanding the provisions in Annex 2 each Joint Controller shall implement and comply with appropriate technical and organisational measures pursuant to Art. 24 and Art. 32 GDPR with regard to the data processing for which it is jointly responsible and to the extent that it has the possibility to access the personal data being processed and/or it influences the means of common processing.

(6) Notwithstanding the provisions in Annex 2 each Joint Controller shall maintain its own record of the processing activities under its responsibility pursuant to Art. 30, 1. GDPR. The obligation to designate a data protection officer cannot be assigned to another Joint Controller via this Agreement. Designated data protection officers serve as points of contact for the supervisory authority responsible for the designating controller.

(7) The Joint Controllers shall ensure that the employees involved in common processing are obliged to maintain confidentiality – even beyond the end of their employment – and have been instructed in the provisions of data protection law that are relevant to them.

(8) The Joint Controllers agree to make the essence of this Agreement available to data subjects pursuant to Art. 26, 2.2 GDPR. This shall include information beyond that required pursuant to Art. 13 and Art. 14 GDPR and as a minimum the details of which controller is or which controllers are responsible for assuring data subjects' rights and for the fulfilment of information obligations.

## **Clause 2 – Processors**

Controller 1 is entitled to independently commission suitable processors and independently issue instructions to them. Controller 1 shall ensure adherence to the requirements pursuant to Art. 28 GDPR.

## **Clause 3 – Commencement and termination of the contractual relationship and post-contractual obligations**

(1) This Agreement commences at the time that Controller 4 successfully establishes a group within the Alumniportal Deutschland Community.

(2) This contractual relationship shall exist as long as there is an ongoing need for common processing by the Joint Controllers. Each controller has the right to terminate its participation in common processing at any time. The departing controller shall in such an event take all necessary measures to end its participation in such common processing. The departing controller shall be obliged in this respect to take into account the legitimate interests of the other controllers and they shall be obliged to provide the necessary support for termination of participation by the departing controller.

(3) To the extent that and as long as obligations resulting from common processing and/or arising from its termination remain to be fulfilled after such termination, the joint controllers shall continue to fulfil these obligations according to the stipulations in Annex 2.

## **Clause 4 – Violations to be notified**

The parties to this Agreement agree to notify one another promptly and extensively about each determined violation of this agreement or applicable data protection legislation insofar as these are relevant to their common data processing. The same shall apply to any notification of a data protection breach to a supervisory authority or to a data subject made by one of the Joint Controllers.

## **Clause 5 – Liability and compensation for damages**

The statutory provisions shall apply.

## **Clause 6 – Miscellaneous, general aspects**

(1) The **Annexes** form a binding and constituent part of this Agreement.

(2) The provisions of this Agreement take precedence over any deviating provisions in any other agreements between the Joint Controllers.

(3) Should the common processing be affected by seizure or confiscation, by insolvency or composition proceedings or by other events or measures on the part of third parties, the affected controller shall promptly inform the other controllers about this. In such cases the Joint Controllers shall be obliged to take all measures and to assist each other to the extent necessary to prevent unlawful access to data by third parties.

(4) German law shall be applicable. The place of jurisdiction shall be Bonn.

(5) No ancillary agreements exist in addition to this Agreement. Amendments and additions to this Agreement must be made in writing. Should a provision of this Agreement be or become ineffective then the remaining content of the Agreement shall not be affected. The ineffective provision shall by mutual agreement be replaced by an effective provision that comes as close as possible to the original intention of the Joint Controllers.

**Annex 1 – General information relating to the common data processing activities**

**Annex 2 – Internal allocation with regard to the fulfilment of obligations pursuant to GDPR**

## **Annex 1 – General information relating to the common data processing activities**

### **1. Subject matter of the common data processing activities**

Controller 1, Controller 2 and Controller 3 are the operators of the Alumniportal Deutschland. Controller 1, Controller 2 and Controller 3 are jointly responsible within the meaning of Art. 26, 1. 1 GDPR for its associated processing activities (including administration and management of the registration and login process; management of user data; direct approach to and communication with users). The obligations of Controller 1, Controller 2 and Controller 3 under GDPR for the processing activities for which joint responsibility is assumed in this respect are set out in a separate joint responsibility agreement and are accordingly not the subject matter of this Agreement.

Users of the Alumniportal Deutschland have the possibility to create a group to which other community users can be invited. Controller 1, Controller 2, Controller 3 as the operators of the Alumniportal Deutschland as well as the founder of such a group can all evaluate the user activities within this group. Controller 4 being a user of the Alumniportal Deutschland has founded a group. In this respect the subject matter of the common data processing activities comprises the evaluation of user activities within the group founded by Controller 4.

### **2. Purposes of the common data processing activities**

The common data processing activities serve the purpose of conducting statistical evaluations of group activities.

### **3. Nature of the personal data (sets of data)**

The following sets of data are the subject matter of the processing activities:

- Names
- Email address
- Private address data
- Nationality
- Date of birth / age
- (Personal) profile
- Telecommunications data / message contents
- Usage and connection data / metadata
- Image / video data
- Audio / voice data
- Qualifications / development potential / professional profiles

#### **4. Data subject categories**

Users of the Alumniportal Deutschland who are at the same time a member of the group founded by Controller 4 are data subjects under the common processing activities. Users of the Alumniportal Deutschland are Germany alumni, in other words people from all over the world who have studied, conducted research or worked in Germany, but also people who have received training or further education at a German institution abroad, as well as points of contact within companies, higher education institutions and organisations.

#### **5. Point of contact for data subjects**

Notwithstanding the right of data subjects to exercise their rights under the GDPR with and against each controller, data subjects may contact the following email address (the designated contact point pursuant to Art. 26, 1. 3 GDPR): [datenschutz@alumniportal-deutschland.org](mailto:datenschutz@alumniportal-deutschland.org)

**Annex 2 – Internal allocation with regard to the fulfilment of obligations pursuant to GDPR**

<b>Obligation pursuant to GDPR</b>	<b>Controller 1</b>	<b>Controller 2</b>	<b>Controller 3</b>	<b>Controller 4</b>
Art. 5, 1. (a), 13: Information obligation in the event of direct collection (transparency) including the legal basis of the processing (in particular Art. 6)	X			
Art. 5, 1. (a), 14: Information obligation in the event of third party collection (transparency) including the legal basis of the processing (in particular Art. 6)	X			
Art. 15: Dealing with rights to access by the data subject	X			X
Art. 16: Dealing with rights to rectification	X			
Art. 17, Art. 18: Dealing with rights to erasure of data and/or rights to restriction of processing	X			X
Art. 19: Notification regarding rectification and/or erasure of personal data and/or restriction of processing	X			
Art. 20: Dealing with rights to transmit data to another controller (data portability)	X			
Art. 21: Dealing with rights to object	X			

Obligation pursuant to GDPR	Controller 1	Controller 2	Controller 3	Controller 4
Art. 24 in conjunction with Art. 32: Implementing the appropriate technical and organisational measures as per risk assessment	X			
Art. 24 and Art. 32, 1. (d) Review and update of the technical and organisational measures	X			
Art. 24: Documentation to demonstrate appropriate selection of the technical and organisational measures	X			
Art. 25: Ensuring data protection by design and by default	X			
Art. 26: Providing the essence of this arrangement	X			
Art. 27: Designation in writing of a representative in the EU with legal binding for all those responsible (if necessary)	X			
Art. 30, 1.: Providing information for a record of processing activities	X			
Art. 33, Art. 34: Ensuring the notification of a personal data breach to the supervisory authority and potentially to the data subject	X			
Art. 35: Reviewing the necessity for and the implementation of data protection impact assessments	X			



Obligation pursuant to GDPR	Controller 1	Controller 2	Controller 3	Controller 4
Art. 36: Prior consultation with a supervisory authority and provision of the necessary information	X			
Art. 42: Establishment of data protection certification mechanisms and of data protection seals and marks (optional)	X			
Art. 46: Ensuring adequate safeguards in the context of transfers to third countries (if necessary)	X			