**Contract on Data Processing as Joint Controllers in Accordance with Article 26 of the General Data Protection Regulation (GDPR) regarding the Joint Transnational Call 2020 (JTC 2020)**

Between

1. **INSTITUT NATIONAL DE LA SANTE ET DE LA RECHERCHE MEDICALE (INSERM),**established in RUE DE TOLBIAC 101, PARIS 75654, France, - hereinafter referred to as *Controller 1–*
2. **FONDS ZUR FÖRDERUNG DER WISSENSCHAFTLICHEN FORSCHUNG (FWF),**established in SENSENGASSE 1, WIEN 1090, Austria, VAT number: ATU37675903, - hereinafter referred to as *Controller 2 –*
3. **FONDS DE LA RECHERCHE SCIENTIFIQUE-FNRS (F.R.S.-FNRS),**established in Rue d'Egmont 5, BRUXELLES 1000, Belgium, - hereinafter referred to as *Controller 3 –*
4. **FONDS VOOR WETEPS SCHAPPELIJK ONDERZOEK-VLAANDEREN (FWO),**established in EGMONTSTRAAT 5, BRUSSEL 1000, Belgium, VAT number: BE0880212840, - hereinafter referred to as *Controller 4 –*
5. **MINISTRY OF EDUCATION YOUTH AND SPORTS (MEYS),**established in Karmelitska 7,Prague 118 12, Czech Republic, - hereinafter referred to as *Controller 5 –*
6. **SUOMEN AKATEMIA (AKA),**established in HAKANIEMENRANTA 6, HELSINKI 00531, Finland, VAT number: FI02458939, - hereinafter referred to as *Controller 6 –*
7. **AGENCE NATIONALE DE LA RECHERCHE (ANR),**established in 50 avenue Daumesnil, PARIS 75012, France, - hereinafter referred to as *Controller 7 –*
8. **FONDATION MALADIES RARES (FFRD),**established in RUE DIDOT 96, PARIS 75014, France, - hereinafter referred to as *Controller 8 –*
9. **DEUTSCHES ZENTRUM FUER LUFT - UND RAUMFAHRT EV (DLR),**established in Linder Hoehe, KOELN 51147, Germany, - hereinafter referred to as *Controller 9 –*
10. **NEMZETI KUTATASI FEJLESZTESI ES INNOVACIOS HIVATAL (NKFIH),**Established in KETHLY ANNA TER 1, BUDAPEST 1077, Hungary, VAT number: HU15831000, - here- inafter referred to as *Controller 10 –*
11. **THE HEALTH RESEARCH BOARD (HRB),**established in LOWER BAGGOT STREET 73, DUBLIN 2, Ireland, VAT number: IE4820764P, - herein- after referred to as *Controller 11 –*
12. **MINISTERO DELLA SALUTE (IT-MOH),**established in Via Giorgio Ribotta 5, ROMA 00144, Italy, VAT number: N/A, - hereinafter referred to as *Controller 12 –*
13. **REGIONE TOSCANA (TuscReg),**established in Palazzo Strozzi Sacrati - Piazza del Duomo 10, FIRENZE 50122, Italy, VAT number: IT01386030488, - hereinafter referred to as *Controller 13 –*
14. **FONDAZIONE REGIONALE PER LA RICERCA BIOMEDICA (FRRB),**established in PIAZZA CITTA DI LOMBARDIA 1, MILANO 20124, Italy, VAT number: IT97608860157, - hereinafter referred to as *Controller 14 –*
15. **MINISTERO DELL'ISTRUZIONE, DELL'UNIVERSITA' E DELLA RICERCA (MIUR),**established in Via Michele Carcani 61, ROMA 00153, Italy, VAT number: IT97429780584, - herein- after referred to as *Controller 15 –*
16. **RESREACH COUNCIL OF LITHUANIA (RCL),**established in Gedimino 3, Vilnius LT-01103, Lithuania, - hereinafter referred to as *Controller 16 –*
17. **FONDS NATIONAL DE LA RECHERCHE (FNR),**established in 2 AVENUE DE L'UNIVERSITE, ESCH-SUR-ALZETTE 4365, Luxembourg, VAT number: LU20686731, - hereinafter referred to as *Controller 17 –*
18. **ZORGONDERZOEK NEDERLAND ZON (ZonMw),**established in Laan Van Nieuw Oost Indie 334, DEN HAAG 2593CE, Netherlands, - hereinafter referred to as *Controller 18 –*
19. **NARODOWE CENTRUM BADAN I ROZWOJU (NCBR),**established in UL. NOWOGRODZKA 47A, WARSZAWA 00 695, Poland, VAT number: PL7010073777, - hereinafter referred to as *Controller 19 –*
20. **FUNDACAO PARA A CIENCIA E A TECNOLOGIA (FCT),**established in AVENIDA DCARLOS I 126, LISBOA 1249 074, Portugal, VAT number: PT503904040, - hereinafter referred to as *Controller 20 –*
21. **SLOVENSKA AKADEMIA VIED (SAS),**established in STEFANIKOVA 49, BRATISLAVA 814 38, Slovakia, VAT number: N/A, - hereinafter referred to as *Controller 21 –*
22. **INSTITUTO DE SALUD CARLOS III (ISCIII),**established in MONFORTE DE LEMOS 5, MADRID 28029, Spain, VAT number: ESQ2827015E, - hereinafter referred to as *Controller 22 –*
23. **VETENSKAPSRADET - SWEDISH RESEARCH COUNCIL (SRC),**established in VASTRA JARNVAGSGATAN 3, STOCKHOLM 111 64, Sweden, VAT number: SE202100520801, - hereinafter referred to as *Controller 23 –*
24. **MINISTRY OF HEALTH (CSO-MOH),**established in YIRMIYAHU 39, JERUSALEM 9101002, Israel, - hereinafter referred to as *Controller 24 –*
25. **SCHWEIZERISCHER NATIONALFONDS ZUR FORDERUNG DER WISSENSCHAFTLICHEN FORSCHUNG** **(SNSF),**established in Wildhainweg 3, Bern 3012, Switzerland, VAT number: CH249693, - hereinafter referred to as *Controller 25 –*
26. **TURKIYE BILIMSEL VE TEKNOLOJIK ARASTIRMA KURUMU (TUBITAK),**established in Ataturk Bulvari 221, ANKARA 06100, Turkey, VAT number: TR1750003600, - hereinafter referred to as *Controller 26 –*
27. **CANADIAN INSTITUTES OF HEALTH RESEARCH (CIHR),**established in ELGIN STREET 9TH FLOOR ADDRESS LOCATOR 4809A 160, OTTAWA ONTARIO K1T 4H8, Canada, as ‘beneficiary not receiving EU funding’ (see Article 9), - hereinafter referred to as *Controller 27 –*
28. **FONDS DE RECHERCHE DU QUEBEC - SANTE (FRQS),**established in RUE SHERBROOKE OUEST 500, MONTREAL QUEBEC H3A3C6, Canada, as ‘beneficiary not receiving EU funding’ (see Article 9), - hereinafter referred to as *Controller 28 –*
29. **GENIKI GRAMMATIA EREVNAS KAI TECHNOLOGIAS (GSRT)**established in Mesogeion Avenue 14-18 , 11510 , ATHENS , EL, - hereinafter referred to as *Controller 29 –*
30. **DEUTSCHE FORSCHUNGSGEMEINSCHAFT (DFG) e.V.,** represented by its president, Prof. Dr. Katja Becker, as ‘beneficiary not receiving EU funding’, established in Kennedyallee 40 , 53175 , BONN , DE, - hereinafter referred to as *Controller 30 –*

- collectively referred to as: *Joint Controllers* -

# Preamble

The Parties to this Agreement jointly determine the purposes and means of their joint processing activities (**Annex 1 and 2**). Regardless of this Agreement, they shall act as “Controllers” as defined in Art. 4 no. 7 of the General Data Protection Regulation (GDPR) and shall, independently of each other, be subject to all duties and obligations of a Controller under the GDPR. At the same time, the Controllers may provide each other with support in the fulfilment of their legal obligations. Such mutual support shall be stipulated between the Joint Controllers as follows:

# Section 1 Mutual Roles and Relationships of the Controllers

1. In the course of the duties and obligations of the Joint Controllers in accordance with the GDPR and other data protection legislation, the mutual roles and relationships of the Controllers are described in Annex 3 “Internal Allocation and/or Determination of Mutual Support regarding the Fulfilment of Obligations under the GDPR”.
2. Regardless of para. 1, data subjects may assert rights which they have with and towards each individual Controller. To the extent a Controller cannot perform and fulfil its duties and obligations under the GDPR, in particular the rights of data subjects, independently, the other Controllers shall support it in this context to the required extent.
3. If the data subject asserts their right towards a Controller and if Annex 3 governs an internal allocation and/or support among the Joint Controllers in this regard, such Controller shall arrange for envisaged involvement of the other Controllers to the required extent.
4. This Agreement shall be provided to the data subject in accordance with Art. 26(2) sentence 2 GDPR, with the exception of Annex 2. Insofar, the internal allocation and/or mutual support is governed by Annex 3, where applicable.

# Section 2 Processor

1. Each of the Joint Controllers may autonomously commission a suitable processor and may autonomously instruct deployed processors, provided that this does not affect the legitimate interests of one or several of the other Joint Controllers. In doing so the Joint Controller shall comply with the provisions of Article 28 of the GDPR when applicable.
2. Legitimate interests of the other Joint Controller(s) are affected in particular when a processor processes personal data coming from that other Joint Controller for the joint processing activity. Any existing processors are listed in **Annex 1 Section 5**.
3. In the event that legitimate interests of several Joint Controllers are affected, the Joint Controller(s) (the “commissioning controller(s)”) that deploy(s) the processor ensure(s) compliance with Article 28 of the GDPR when applicable, and inform(s) about the deployment the other concerned Joint Controllers.

# Section 3 Termination of the Contractual Relationship and Post-Contractual Obligations

1. This Agreement shall end upon the termination of the main contract. The right to termination with- out notice for good cause shall remain unaffected.
2. Upon termination of this Agreement, the Controllers shall ensure that there is no unauthorised access of a Controller to personal data for which another Contractual Party is responsible. To the extent there are no access authorisations, the Contractual Parties shall erase and/or destroy the personal data affected and/or provide such data to the Controller upon the latter’s request.

# Section 4 Violations to be Notified

The Contractual Parties shall inform each other immediately of any violation of this Agreement or applicable data protection laws.

# Section 5 Liability and Damages

The Joint Controllers are liable in the internal relationship by analogy with Art. 82 GDPR with regard to the Sub-processing Activity/ies that they are in charge of.

# Section 6 Miscellaneous, General Provisions

1. The **Annexes** shall be obligatory components of this Agreement.
2. The Contractual Parties shall only use persons for the performance of the Agreement whom they obliged to confidentiality or who are subject to an appropriate legal confidentiality obligation.
3. The provisions of this Agreement shall prevail over deviating provisions in the main contract and any other contracts.
4. If data are endangered at one of the Contractual Parties due to seizure or confiscation, an insolvency or settlement proceeding or other events or measures of third parties, the Contractual Party shall immediately inform the other Controllers thereof and ensure far-reaching transparency regarding their shared responsibility for the personal data towards the parties involved. In such cases, the Contractual Parties shall be obliged to take all measures in order to provide each other with support to the required extent to prevent any unlawful data accesses by third parties.
5. There are no ancillary agreements to this Agreement. Amendments or supplements to this Agreement shall be in writing. If a provision of this Agreement is or becomes invalid, this shall not affect the remaining contents of the Agreement. The invalid provision shall be amicably replaced by such valid provision coming as close as possible to the original intention of the Parties.

**INSTITUT NATIONAL DE LA SANTE ET DE LA RECHERCHE MEDICALE (INSERM),**established in RUE DE TOLBIAC 101, PARIS 75654, France, - hereinafter referred to as *Controller 1 –*

Name of authority:

Position of authority:

Signature:

Date:

**FONDS ZUR FÖRDERUNG DER WISSENSCHAFTLICHEN FORSCHUNG (FWF),**established in SENSENGASSE 1, WIEN 1090, Austria, VAT number: ATU37675903, - hereinafter referred to as *Controller 2 –*

Name of authority:

Position of authority:

Signature:

Date:

**FONDS DE LA RECHERCHE SCIENTIFIQUE-FNRS (F.R.S.-FNRS),**established in Rue d'Egmont 5, BRUXELLES 1000, Belgium, - hereinafter referred to as *Controller 3 –*

Name of authority:

Position of authority:

Signature:

Date:

**FONDS VOOR WETEPS SCHAPPELIJK ONDERZOEK-VLAANDEREN (FWO),**established in EGMONTSTRAAT 5, BRUSSEL 1000, Belgium, VAT number: BE0880212840, - hereinafter referred to as *Controller 4 –*

Name of authority:

Position of authority:

Signature:

Date:

**MINISTRY OF EDUCATION YOUTH AND SPORTS (MEYS),**established in Karmelitska 7,Prague 118 12, Czech Republic, - hereinafter referred to as *Controller 5 –*

Name of authority:

Position of authority:

Signature:

Date:

**SUOMEN AKATEMIA (AKA),**established in HAKANIEMENRANTA 6, HELSINKI 00531, Finland, VAT number: FI02458939, - hereinafter referred to as *Controller 6 –*

Name of authority:

Position of authority:

Signature:

Date:

**AGENCE NATIONALE DE LA RECHERCHE (ANR),**established in 50 avenue Daumesnil, PARIS 75012, France, - hereinafter referred to as *Controller 7 –*

Name of authority:

Position of authority:

Signature:

Date:

**FONDATION MALADIES RARES (FFRD),**established in RUE DIDOT 96, PARIS 75014, France, - hereinafter referred to as *Controller 8 –*

Name of authority:

Position of authority:

Signature:

Date:

**DEUTSCHES ZENTRUM FUER LUFT - UND RAUMFAHRT EV (DLR),**established in Linder Hoehe, KOELN 51147, Germany, - hereinafter referred to as *Controller 9 –*

Name of authority:

Position of authority:

Signature:

Date:

**NEMZETI KUTATASI FEJLESZTESI ES INNOVACIOS HIVATAL (NKFIH),**established in KETHLY ANNA TER 1, BUDAPEST 1077, Hungary, VAT number: HU15831000, - hereinafter referred to as *Controller 10 –*

Name of authority:

Position of authority:

Signature:

Date:

**THE HEALTH RESEARCH BOARD (HRB),**established in LOWER BAGGOT STREET 73, DUBLIN 2, Ireland, VAT number: IE4820764P, - hereinafter referred to as *Controller 11 –*

Name of authority:

Position of authority:

Signature:

Date:

**FONDS VOOR WETEPS SCHAPPELIJK ONDERZOEK-VLAANDEREN (FWO),**established in EGMONTSTRAAT 5, BRUSSEL 1000, Belgium, VAT number: BE0880212840, - hereinafter referred to as *Controller 4 –*

Name of authority:

Position of authority:

Signature:

Date:

**MINISTERO DELLA SALUTE (IT-MOH),**established in Via Giorgio Ribotta 5, ROMA 00144, Italy, VAT number: N/A, - hereinafter referred to as *Controller 12 –*

Name of authority:

Position of authority:

Signature:

Date:

**REGIONE TOSCANA (TuscReg),**established in Palazzo Strozzi Sacrati - Piazza del Duomo 10, FIRENZE 50122, Italy, VAT number: IT01386030488, - hereinafter referred to as *Controller 13 –*

Name of authority:

Position of authority:

Signature:

Date:

**FONDAZIONE REGIONALE PER LA RICERCA BIOMEDICA (FRRB),**established in PIAZZA CITTA DI LOMBARDIA 1, MILANO 20124, Italy, VAT number: IT97608860157, -hereinafter referred to as *Controller 14 –*

Name of authority:

Position of authority:

Signature:

Date:

**MINISTERO DELL'ISTRUZIONE, DELL'UNIVERSITA' E DELLA RICERCA (MIUR),**established in Via Michele Carcani 61, ROMA 00153, Italy, VAT number: IT97429780584, - hereinafter referred to as *Controller 15 –*

Name of authority:

Position of authority:

Signature:

Date:

**RESREACH COUNCIL OF LITHUANIA (RCL),**established in Gedimino 3, Vilnius LT-01103, Lithuania, - hereinafter referred to as *Controller 16 –*

Name of authority:

Position of authority:

Signature:

Date:

**FONDS NATIONAL DE LA RECHERCHE (FNR),**established in 2 AVENUE DE L'UNIVERSITE, ESCH-SUR-ALZETTE 4365, Luxembourg, VAT number: LU20686731, - hereinafter referred to as *Controller 17 –*

Name of authority:

Position of authority:

Signature:

Date:

**ZORGONDERZOEK NEDERLAND ZON (ZonMw),**established in Laan Van Nieuw Oost Indie 334, DEN HAAG 2593CE, Netherlands, - hereinafter referred to as *Controller 18 –*

Name of authority:

Position of authority:

Signature:

Date:

**NARODOWE CENTRUM BADAN I ROZWOJU (NCBR),**established in UL. NOWOGRODZKA 47A, WARSZAWA 00 695, Poland, VAT number: PL7010073777, - hereinafter referred to as *Controller 19 –*

Name of authority:

Position of authority:

Signature:

Date:

**FUNDACAO PARA A CIENCIA E A TECNOLOGIA (FCT),**established in AVENIDA DCARLOS I 126, LISBOA 1249 074, Portugal, VAT number: PT503904040, - hereinafter referred to as *Controller 20 –*

Name of authority:

Position of authority:

Signature:

Date:

**SLOVENSKA AKADEMIA VIED (SAS),**established in STEFANIKOVA 49, BRATISLAVA 814 38, Slovakia, VAT number: N/A, - hereinafter referred to as *Controller 21 –*

Name of authority:

Position of authority:

Signature:

Date:

**INSTITUTO DE SALUD CARLOS III (ISCIII),**established in MONFORTE DE LEMOS 5, MADRID 28029, Spain, VAT number: ESQ2827015E, - herein- after referred to as *Controller 22 –*

Name of authority:

Position of authority:

Signature:

Date:

**VETENSKAPSRADET - SWEDISH RESEARCH COUNCIL (SRC),**established in VASTRA JARNVAGSGATAN 3, STOCKHOLM 111 64, Sweden, VAT number: SE202100520801, - hereinafter referred to as *Controller 23 –*

Name of authority:

Position of authority:

Signature:

Date:

**MINISTRY OF HEALTH (CSO-MOH),**established in YIRMIYAHU 39, JERUSALEM 9101002, Israel, - hereinafter referred to as *Controller 24 –*

Name of authority:

Position of authority:

Signature:

Date:

**SCHWEIZERISCHER NATIONALFONDS ZUR FORDERUNG DER WISSENSCHAFTLICHEN FORSCHUNG (SNSF),**established in Wildhainweg 3, Bern 3012, Switzerland, VAT number: CH249693, - hereinafter referred to as *Controller 25 –*

Name of authority:

Position of authority:

Signature:

Date:

**TURKIYE BILIMSEL VE TEKNOLOJIK ARASTIRMA KURUMU (TUBITAK),**established in Ataturk Bulvari 221, ANKARA 06100, Turkey, VAT number: TR1750003600, - hereinafter referred to as *Controller 26 –*

Name of authority:

Position of authority:

Signature:

Date:

**CANADIAN INSTITUTES OF HEALTH RESEARCH (CIHR),**established in ELGIN STREET 9TH FLOOR ADDRESS LOCATOR 4809A 160, OTTAWA ONTARIO K1T 4H8, Canada, as ‘beneficiary not receiving EU funding’ (see Article 9), - hereinafter referred to as *Controller 27 –*

Name of authority:

Position of authority:

Signature:

Date:

**FONDS DE RECHERCHE DU QUEBEC - SANTE (FRQS),**established in RUE SHERBROOKE OUEST 500, MONTREAL QUEBEC H3A3C6, Canada, as ‘beneficiary not receiving EU funding’ (see Article 9), - hereinafter referred to as *Controller 28 –*

Name of authority:

Position of authority:

Signature:

Date:

**GENIKI GRAMMATIA EREVNAS KAI TECHNOLOGIAS (GSRT)**established in Mesogeion Avenue 14-18 , 11510 , ATHENS , EL, - hereinafter referred to as *Controller 29 –*

Name of authority:

Position of authority:

Signature:

Date:

**DEUTSCHE FORSCHUNGSGEMEINSCHAFT (DFG) e.V., represented by its president, Prof. Dr. Katja Becker, as ‘beneficiary not receiving EU funding’**established in Kennedyallee 40 , 53175 , BONN , DE, - hereinafter referred to as *Controller 30 –*

Name of authority:

Position of authority:

Signature:

Date:

**Annex 1 General Information on the Processing Activities**

**Annex 2 Means of the Processing Activities**

**Annex 3 Internal Allocation and/or Determination of Mutual Support regarding the Fulfilment of Obligations under the GDPR**

# Annex 1 General Information on the Processing Activities

## **1. Subject Matter of the Processing Activity**

The subject matter of the Processing Activity is: Application and evaluation process of pre- and full proposals within the Joint Transnational Call JTC 2020 of the EJP RD as in Pillar 1, Work package 6. For further details, see the Memorandum of Understanding (MoU) of the JTC 2020 including its annexes from December 13, 2019.

As far as data storing is concerned, the execution of this Processing Activity requires performance of specific Sub-processing Activities by the Controller(s).

Applicants submit their proposal data in the pt-outline system. The submitted data is then extracted by the JTC (Joint Call Secretariat; for the JTC 2002 this role is ensured by ANR) and used for eligibility check, evaluation purposes and selection of projects purposes. The data is uploaded by the JCS on the MS-Teams platform in order to provide all necessary information to the funding institutions (i.e. Joint Controllers in this agreement). From there it is downloaded by the funding institutions for the eligibility check. The feedback on eligibility issues is provided by the funding institutions via MS Teams.

For the set-up of the review panel (i.e. Scientific Evaluation Committee, SEC), the JCS collects publicly available information on the reviewers from the funding institutions (i.e. the Call Steering Committee, CSC) or from the E-Rare database. For the exchange of this information the JCS and the funding institutions use MS-teams. MS-teams is also used to share information among SEC members. In addition, the reviewers (SEC members or external experts) use pt-outline and MS-teams to access processed information about the applicants.

The JCS invites the selected reviewers to become SEC members or external experts. The JCS also contacts the applicants regarding eligibility issues or informs them about the results of the evaluation meetings.

## **2. Purpose of the Processing Activity**

The processing activity under shared responsibility serves the purposes agreed in the main contract, which is the Memorandum of Understanding (MoU) of the JTC 2020 including its annexes from December 13, 2019.

## **3. Type of Personal Data (Data Types)**

The following data types are affected by the processing activity:

**General Data / Private Contact Details**

Names

Nationality

Dates of birth / age

**Service and IT (use) data**

Telecommunication data / message contents

Image/video data

**Professional data**

Master data

Qualifications / development potentials / profession profiles

Travel booking / accounting data

**Creditworthiness data**

Score values

**Others:** content of scientific proposals

## **4. Categories of data subjects**

The following categories of data subjects are subject to the processing activity:

applicants

participants of funded projects

employees

reviewer

## **5. Processors**

Please enter all processors in the below table which are used or are to be used for the processing.

| Name and address of the processor | Commissioning controller | Subject matter of the processing | Optional: Date of the agreement on processing |
| --- | --- | --- | --- |
| Microsoft | Inserm (Controller 1) | See Annex 1 section 1 |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

# Annex 2 Means of the Processing Activities

Taking into account

* the state of the art,
* the implementation costs and
* the type, scope, circumstances and
* the purposes of the processing as well as
* the varying likelihood and severity of the risk to the rights and freedoms of natural persons,

the Joint Controllers take appropriate means (technical and organisational measures) pursuant to Art. 32 GDPR for their own sphere of activity in order to ensure a level of protection appropriate to the risk.

When assessing the appropriate level of protection, in particular the risks shall be taken into account which are connected to the processing activity, in particular by - whether unintentional or unlawful - destruction, loss, change or unauthorised disclosure and or unauthorised access to personal data which were transferred, stored or processed in any other way.

# Annex 3 Internal Allocation and/or Determination of Mutual Support regarding the Fulfilment of Obligations under the GDPR

In general, the duty to comply with the obligations under the GDPR and mentioned in the list below shall be undertaken by the Controller in charge of the specific Sub-processing Activity. To the extent a Controller cannot perform and fulfil its duties and obligations under the GDPR, the other Controllers shall support it in this context to the required extent.

In particular, the duty to provide information to the data subjects as well as requests from the data subjects shall be assumed or answered in each case by the Controller in whose area of activity the data subjects are active (e.g. commissioned reviewer of Controller 1, application to Controller 1, employee of Controller 1). If required, the Joint Controller provide each other with the necessary information from their respective fields of activity.

As far as the platform “pt outline” is concerned, the duties under the GDPR shall be undertaken by DLR (controller 9). Since DLR is in charge of that platform any requests of data subjects concerning pt outline shall be forwarded to DLR (controller 9). ANR processes personal data related to the evaluation and selection of projects. Such data is extracted from “pt outline” and is transferred to MS-teams. Requests regarding the processing of such data shall be forwarded to ANR (controller 7). Similarly, by being the call secretariat of JTC 2020, requests regarding this activity should be forwarded to ANR (controller 7). Requests related to the MS-teams platform shall be forwarded to INSERM (controller 1), as INSERM is in charge of that platform (“contracting party” in the sense of section 2).

Finally, it is agreed that the Controller and/or its Processor that transfer(s) personal data in the scope of the execution of the present JCA to a Controller and/or Processor situated in the country that does not present adequate safeguards under the GDPR will ensure that such transfer is possible and that it complies with the GDPR.

| **Obligation under the GDPR** | **All Controllers[[1]](#footnote-1)** |
| --- | --- |
| Art. 5(1) point (a): Fair processing | X |
| Art. 5(1) point (a), Art. 6: Lawfulness of processing | X |
| Art. 5(1) point (a): Transparency of processing | X |
| Art. 5(1) point (b): Purpose limitation of processing | X |
| Art. 5(1) point (c): Data minimisation | X |
| Art. 5(1) point (d): Accuracy of personal data | X |
| Art. 5(1) point (e): Storage limitation | X |
| Art. 5 point (f): Integrity and confidentiality | X |
| Art. 5(2): Accountability | X |
| Art. 13: Information obligation for direct collection | X |
| Art. 14: Information obligation for collection by third parties | X |
| Art. 15: Processing of requests for access | X |
| Art. 16: Processing of requests for rectification | X |
| Art. 17, 18: Processing of claims for erasure of the data or restriction of processing | X |
| Art. 19: Notification of rectification, erasure or restriction of processing | X |
| Art. 20: Processing of requests for handover (data portability) | X |
| Art. 21: Processing of objections | X |
| Art. 24 in connection with Art. 32: Implementation of the technical and organisational measures after risk assessment | X |
| Art. 24: Reviewing and updating of the technical and organisational measures | X |
| Art. 24: Documentation of the selection of the technical and organisational measures | X |
| Art. 25: Ensuring “privacy by design” and “privacy by default” | X |
| Art. 26: Provision of the essential services under this Agreement | X |
| Art. 26: Point of contact for data subjects | X |
| Art. 27: Written appointment of a representative within the EU with legal effect for all Controllers (where required) | X |
| Art. 28: Initial examination of the suitability of processors (where required) | Controller 1 (as far as MS Teams is concerned) |
| Art. 28: Regular controls of processors (where required) | Controller 1 (as far as MS Teams is concerned) |
| Art. 30: Maintenance of the record of processing activities | X |
| Art. 33, 34: Ensuring the notification obligation and, where applicable, notification of data subjects in the event of data breaches | X |
| Art. 35: Assessment of the necessity and performance of data protection impact assessments | X |
| Art. 36: Prior consultation of a supervisory authority and transfer of the required information | X |
| Nature: 42: Performance of certification mechanisms, data protection seals and marks (optional) | X |
| Art. 46: Ensuring appropriate safeguards in the course of transfers to third countries (where required) | X |

1. As specified in the first paragraph of Annex 3. [↑](#footnote-ref-1)