

This **Data Processing Agreement** (“Agreement”) forms part of the Agreement (“Agreement on in-kind contributions provided by third parties”) between

Leibniz Institute for Media Research | Hans-Bredow-Institut,

Rothenbaumchaussee 36, 20148 Hamburg, Germany,

represented by Kristina Hein, as the ‘Project Coordinator’

(VAT: DE 118 71 7458)

and

All in-kind contributors as per Project Grant Agreement, as the ‘Data Processor’

(together as the “Parties”)

WHEREAS

(A) The Project Coordinator acts as a Data Controller.

(B) The Project Coordinator wishes to subcontract certain Services, which imply the processing of personal data, to the Data Processor, i.e., third-party in-kind contributors.

(C) The Parties seek to implement a data processing agreement that complies with the requirements of the current legal framework in relation to data processing and with the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

(D) Furthermore, the parties seek to implement a data processing agreement that complies with the requirements of the latest regulatory changes to the current legal framework, in particular the European Union’s Court of Justice ruling ([judgement C311/18](#)) deeming the EU-US Privacy Shield as insufficient.

(E) The Parties wish to lay down their rights and obligations.

PURPOSE:

The overall objective of the Coordination and Support Action (CSA) „Children Online: Research and Evidence (CO:RE)“, funded by the European Commission under Grant Agreement number 871018, is to conceptualise, implement and disseminate a comprehensive knowledge base on the impact of technological transformations on children and youth. The CO:RE knowledge base will provide evidence on a broad range of topics related to the impact of technological transformations on children and youth including their health, lifestyles, participation and digital citizenship, wellbeing, safety, and security as affected by ICT. It will refer to research from all EU Member States and a number of other European countries and thus consider relevant cultural, political, and media-related contexts. This knowledge base will help researchers to identify important research gaps and to make use of existing research and data. At the same time, it will help to contextualise empirical evidence by offering theoretical, methodological, and ethical reflections and guidelines. The CO:RE knowledge base will also be an important focal point for policy-makers and educational actors by identifying key issues that deserve special attention, providing access to a solid database and thus providing an important basis for policy recommendations and (policy) decision-making processes. Various stakeholder groups are actively involved in the development process in order to tailor the platform to their specific needs. All

activities of the project aim to develop an innovative, dynamic and sustainable infrastructure with the CO:RE platform that will last beyond the duration of the CSA.

The Third Party will contribute to this project

- by collecting and coding relevant publications, reports, and data concerning the topic of this action based on a coding scheme provided by the Project Coordinator (created by work package 2);
- by disseminating information about the project;
- and by encouraging researchers and stakeholders to make use of this knowledge base.

These tasks have to be fulfilled until December 31st, 2021.

IT IS AGREED AS FOLLOWS:

Article 1. Definitions and Interpretation

1.1 Unless otherwise defined herein, capitalized terms and expressions used in this Agreement shall have the following meaning:

1.1.1 "Agreement" means this Data Processing Agreement and all Schedules;

1.1.2 "Project Coordinator Personal Data" means any Personal Data Processed by a Data Processor on behalf of Project Coordinator pursuant to or in connection with the Principal Agreement;

1.1.3 "Contracted Processor" means a Subprocessor;

1.1.4 "Data Protection Laws" means EU Data Protection Laws and, to the extent applicable, the data protection or privacy laws of any other country;

1.1.5 "EEA" means the European Economic Area;

1.1.6 "EU Data Protection Laws" means EU Directive 95/46/EC, as transposed into domestic legislation of each Member State and as amended, replaced or superseded from time to time, including by the GDPR and laws implementing or supplementing the GDPR;

1.1.7 "GDPR" means EU General Data Protection Regulation 2016/679;

1.1.8 "Data Transfer" means:

1.1.8.1 a transfer of Project Coordinator Personal Data from the Project Coordinator to a Data Processor; or

1.1.8.2 an onward transfer of Project Coordinator Personal Data from a Contracted Processor to a Subcontracted Processor, or between two establishments of a Contracted Processor, in each case, where such transfer would be prohibited by Data Protection Laws (or by the terms of data transfer agreements put in place to address the data transfer restrictions of Data Protection Laws);

1.1.9 "Services" means the in-kind contributions provided by third parties to the CO:RE Evidence Base.

1.1.10 "Subprocessor" means any person appointed by or on behalf of Processor to process Personal Data on behalf of the Project Coordinator in connection with the Agreement.

1.2 The terms, "Commission", "Controller", "Data Subject", "Member State", "Personal Data", "Personal Data Breach", "Processing" and "Supervisory Authority" shall have the same meaning as in the GDPR, and their cognate terms shall be construed accordingly.

Article 2. Processing of Personal Data

Purpose: contributing to the CO:RE evidence base on backend.core-evidence.eu

Scope: use of Personal Data for correspondence and coordination of joint action

Data Subjects: (1) all natural persons involved in contributing as per Agreement on in-kind contribution; (2) all natural persons that are authors, data owners or otherwise personally identifiable through association with publications and studies that are gathered and coded to create the CO:RE Knowledge Base.

Data Types: Name, email address, institutional affiliation.

Retention period: for Processor see article 9 below; for Controller see 2.1.2 below.

Technical measures: Open Exchange (OX) Email Service Provider for storing personal data for correspondence; Interface to enter evidence: backend.core-evidence.eu; see [privacy policy](#).

Organisational measures: Coordinators of national teams (third-party in-kind contributors) can access and edit their team members' personal data [role: admin]. CO:RE work package 2 provides admin accounts; admins then set up their required team accounts [role: coder]. No further data protection impact or risk assessment is intended. Note that informed consent of authors, data owners and natural persons otherwise identifiable through association with publications or studies is not required since the use of their personal data is within legitimate interest of and indispensable to the project, and the concerned data are publicly available.

2.1 Processor (i.e., third-party in-kind contributor) shall:

2.1.1 comply with all applicable Data Protection Laws in the Processing of Project Coordinator Personal Data; and

2.1.2 not Process Project Coordinator Personal Data other than on the relevant documented instructions.

2.2 The Project Coordinator instructs Processor to process Project Coordinator Personal Data.

2.3 Project Coordinator (i.e., Data Controller) shall:

2.3.1 use Personal Data of third-party in-kind contributors (i.e., Processors) within the limits and scope of the purpose;

2.3.2 irreversibly erase all Processor's Personal Data after the end of the project duration (31 December 2022), except for signed agreements that are being kept until after the financial audit of the project; and

2.3.3 ensures that no Processor's Personal Data will be publicly displayed to users of the Evidence Base on core-evidence.eu.

Article 3. Processor Personnel

Processor shall take reasonable steps to ensure the reliability of any employee, agent or contractor of any Contracted Processor who may have access to the Project Coordinator Personal Data, ensuring in each case that access is strictly limited to those individuals who need to know / access the relevant Project Coordinator Personal Data, as strictly necessary for the purposes of the Principal Agreement, and to comply with Applicable Laws in the context of that individual's duties to the Contracted Processor, ensuring that all such individuals are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.

Article 4. Security

4.1 Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Processor shall in relation to the Project Coordinator Personal Data implement appropriate technical and organizational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1) of the GDPR.

4.2 In assessing the appropriate level of security, Processor shall take account in particular of the risks that are presented by Processing, in particular from a Personal Data Breach.

Article 5. Subprocessing

5.1 Processor shall not appoint (or disclose any Project Coordinator Personal Data) to any Subprocessor unless required or authorized by the Project Coordinator.

Article 6. Data Subject Rights

6.1 Taking into account the nature of the Processing, Processor shall assist the Project Coordinator by implementing appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Project Coordinator obligations, as reasonably understood by Project Coordinator, to respond to requests to exercise Data Subject rights under the Data Protection Laws.

6.2 Processor shall:

6.2.1 promptly notify Project Coordinator if it receives a request from a Data Subject under any Data Protection Law in respect of Project Coordinator Personal Data; and

6.2.2 ensure that it does not respond to that request except on the documented instructions of Project Coordinator or as required by Applicable Laws to which the Processor is subject, in which case Processor shall to the extent permitted by Applicable Laws inform Project Coordinator of that legal requirement before the Contracted Processor responds to the request.

Article 7. Personal Data Breach

7.1 Processor shall notify Project Coordinator without undue delay upon Processor becoming aware of a Personal Data Breach affecting Project Coordinator Personal Data, providing Project Coordinator with sufficient information to allow the Project Coordinator to meet any obligations to report or inform Data Subjects of the Personal Data Breach under the Data Protection Laws.

7.2 Processor shall cooperate with the Project Coordinator and take reasonable steps as are directed by Project Coordinator to assist in the investigation, mitigation and remediation of each such Personal Data Breach.

Article 8. Data Protection Impact Assessment and Prior Consultation

Processor shall provide reasonable assistance to the Project Coordinator with any data protection impact assessments, and prior consultations with Supervising Authorities or other competent data privacy authorities, which Project Coordinator reasonably considers to be required by article 35 or 36 of the GDPR or equivalent provisions of any other Data Protection Law, in each case solely in relation to Processing of Project Coordinator Personal Data by, and taking into account the nature of the Processing and information available to, the Contracted Processors.

Article 9. Deletion or return of Project Coordinator Personal Data

9.1 Subject to this section 9 Processor shall promptly and in any event within 10 business days of the date of cessation of any Services involving the Processing of Project Coordinator Personal Data (the "Cessation Date", 31 December 2022), delete and procure the deletion of all copies of those Project Coordinator Personal Data.

Article 10. Audit rights

10.1 Subject to this section 10, Processor shall make available to the Project Coordinator on request all information necessary to demonstrate compliance with this Agreement, and shall allow for and contribute to audits, including inspections, by the Project Coordinator or an auditor mandated by the Project Coordinator in relation to the Processing of the Project Coordinator Personal Data by the Contracted Processors.

10.2 Information and audit rights of the Project Coordinator only arise under section 10.1 to the extent that the Agreement does not otherwise give them information and audit rights meeting the relevant requirements of Data Protection Law.

Article 11. Data Transfer

11.1 The Processor may not transfer or authorize the transfer of Data to countries outside the EU and/or the European Economic Area (EEA) without the prior written consent of the Project Coordinator. If personal data processed under this Agreement is transferred from a country within the European Economic Area to a country outside the European Economic Area, the Parties shall ensure that the personal data are adequately protected. To achieve this, the Parties shall, unless agreed otherwise, rely on EU approved standard contractual clauses for the transfer of personal data.

Article 12. General Terms

12.1 Confidentiality. Each Party must keep this Agreement and information it receives about the other Party and its business in connection with this Agreement ("Confidential Information") confidential and must not use or disclose that Confidential Information without the prior written consent of the other Party except to the extent that:

- (a) disclosure is required by law;
- (b) the relevant information is already in the public domain.

12.2 Notices. All notices and communications given under this Agreement must be in writing and will be sent by email to core@leibniz-hbi.de.

Article 13. Governing Law and Jurisdiction

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including co-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of Germany (headquarter Project Coordinator), as well as with the European Union's General Data Protection Regulation (GDPR).

IN WITNESS WHEREOF, this Agreement is entered into with effect from the date first set out by accepting the agreement digitally at log-in to backend.core-evidence.eu.