

JOINT DATA CONTROLLER AGREEMENT

Made on March 31st, 2021 in Rzeszów between:

Ignacy Lukaszewicz Institute for Energy Policy

based in Technological Incubator 4, Jasionka 954E, 36-002 Jasionka,

represented by:

Mariusz Ruszel, PhD, DSc, Assoc. Prof. – Chairman of the Ignacy Lukaszewicz Institute for Energy Policy

hereinafter referred to as „**Data controller 1**”

and

Rzeszów University of Technology

based in al. Powstańców Warszawy 12, 25-959 Rzeszów,

represented by:

Prof. Piotr Koszelnik, PhD, DSc, Eng. – Rector

hereinafter referred to as „**Data controller 2**”

jointly referred to as "**Joint controllers**" or "**the Parties**".

Preamble

1. Given that 26-11-2020 The Parties have concluded an Agreement on the organisation of the 6th Scientific Conference "Energy Security - Pillars and Prospects for Development" (hereinafter referred to as "**the Agreement**"), under which the Parties have expressed their willingness to jointly organise the VI Scientific Conference "Energy Security - Pillars and Prospects for Development" (hereinafter referred to as "**the Conference**"), with this Agreement the Joint controllers shall jointly determine the objectives and means of processing personal data.
2. The Parties, when concluding this Agreement, shall endeavor to regulate the rules for the processing of personal data so that they fully comply with the provisions of 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) hereinafter referred to as the "**GDPR**" and other provisions of generally applicable law.

§ 1.

Statements

1. The Joint controllers declare that, within the meaning of the GDPR, they are the administrators of personal data concerning the persons referred to in § 2 para. 3 and that each of them is entitled to their processing to the extent indicated in the Joint Controller Agreement.

2. The Joint controllers declare that they are aware of the rules for the processing and safeguarding of personal data resulting from the GDPR and other provisions of generally applicable law, with particular regard to the obligations of the controller of personal data.
3. The Joint controllers declare that, in accordance with Article 24 of the GDPR, they have technical and organisational measures in place to ensure that the processing of personal data complies with the provisions of the GDPR and apply security measures that meet the requirements of the GDPR, and subject them to review and updating.

§ 2.

Subject and duration of the Agreement

1. This Agreement governs the relationship between the Parties with regard to the co-administration of personal data and, in particular, determines the responsibilities of the Joint controllers for the fulfilment of their obligations under the GDPR and other provisions of generally applicable law, and defines the representation of Joint controllers with respect to data subjects and their relations with such entities.
2. Co-administration concerns the joint determination of the purposes and means of processing personal data in connection with the implementation of the Agreement. All processing of personal data as part of the implementation of the Agreement shall be carried out by Data controller 1.
3. The processing of personal data concerns the following categories of persons:
 - 1) conference participants (in accordance with the Conference Rules) – data obtained by Data controller 1 directly from data subjects, during the registration of conference participants, in the scope of: identification data, affiliate data, contact details, invoice data, information about participation in the Conference, dietary preferences;
 - 2) persons publishing the article without participation in the Conference – data obtained by Data controller 1 directly from data subjects, when registering persons wishing to publish an article without participation in the Conference, in the scope of: identification data, affiliate data, contact details, invoice data;
 - 3) journalists with journalistic accreditation of the Conference – data obtained by Data controller 1 directly from data subjects, when granting journalistic accreditation, in the scope of: identification data, editorial data, contact details;
 - 4) organizer's staff – data obtained by Data controller 1 directly from data subjects, to the extent of: identification data;
 - 5) persons operating the Conference (on the basis of concluded agreements) – data obtained by Data controller 1 directly or indirectly from the contractor, in the scope of: identification data;
 - 6) special guests – data obtained directly or indirectly by Data controller 1, in the scope of: identification data, affiliate data.
4. This Agreement has been concluded for a limited period of time, i. e. for the period for which, under the Agreement, the Joint controllers jointly determine the purposes and means of processing personal data.
5. For the proper implementation of this Agreement, the Joint controllers undertake to:
 - 1) cooperate in the performance of the obligations of the Joint Controllers of personal data,
 - 2) process personal data in accordance with this Agreement, the Agreement, the provisions of the GDPR and other provisions of generally applicable law,
 - 3) refrain from factual and legal actions that could in any way compromise the security of personal data or expose the other Joint controller to civil, administrative or criminal liability.

6. For the avoidance of doubt, no Joint controller shall be entitled to remuneration or the right to demand an increase in the remuneration due to the Joint controller under the Agreement or any other legal relationship.
7. Each Joint controller shall bear its own costs and expenses relating to the proper implementation of this Agreement.
8. Unless otherwise specified in the Special Provisions, the Joint controllers declare that the processing by the Joint Controllers of the personal data referred to in the Joint Administration Agreement shall be permitted only for the purpose of implementing the Agreement and for the duration of this Agreement, i. e. the period necessary for the implementation of the subject matter of the Agreement.

§ 3.

Obligations of the parties

1. Each Joint Controller shall be individually responsible for fulfilling the conditions for the processing of personal data and for implementing appropriate technical and organisational measures to protect personal data adequate to the type of personal data and the risk of violating the rights of data subjects.
2. The Joint controllers agree that each of the Joint controllers is obliged to comply on his own with the information obligations referred to in Articles 13, 14 and 26(2) of the GDPR.
3. Co-controller, each, to its extent, is obliged to respond to the requests of natural persons whose data are processed by him, in connection with the exercise of their rights pursuant to Article 15 (right of access to their personal data), Article 16 (right to rectification), Article 17 (right to erasure), Article 18 (right to restriction of processing) and Article 19 (obligation to notify the rectification or erasure of personal data or restriction of processing) gdpr. The reply to the above-called requests takes place on the terms and within the time limits set out in Article 12 of the GDPR.
4. Where the request referred to in the preceding paragraph is addressed to a Joint controller who does not have jurisdiction to respond to the request, he shall immediately inform the other Joint controller of such request. It is permitted, with the agreement of the two Joint Administrations and after agreeing on a common position, to reply by the Joint controller to whom the request has been received.
5. In the event of a request by the data subject to request the erasure of his/her personal data pursuant to Article 17 of the GDPR or to request restriction of the processing of his/her personal data pursuant to Article 18 of the GDPR, as well as to object to the processing of his/her personal data pursuant to Article 21 of the GDPR, the Joint Controllers shall immediately jointly decide on the exercise of the afore called rights and determine the content of the response. The operations referred to in the preceding sentence must be carried out without undue delay.
6. The joint controllers shall agree that the Joint controller who has found the breach will be competent to comply with the obligations regarding the management and reporting of personal data breaches to the supervisory authority and the data subject. In the event that the infringement is found by both Joint controllers (e. g. when both Joint controllers have been notified), the Joint controller from whom the infringement resulted will be competent to perform the obligations set out in Article 33-34 of the GDPR. Notwithstanding the foregoing, the Joint controllers are obliged to cooperate with each other in fulfilling the obligations set out in Article 33-34 of the GDPR. To this end, the Joint controller shall immediately inform the second Joint controller of the of any personal data breach found in connection with the breach, the content of the notification submitted to the supervisory authority in connection with the breach and to provide the other Joint controller with all necessary information in this regard.

7. The Data controller 1 is responsible for the performance of the obligation to withdraw consent to the processing of personal data and for the performance of the information obligation referred to in Art. 13 or Art. 14 GDPR, including the preparation of documentation required by law (relevant forms).
8. In the event that any natural person claims against one of the Joint controllers for violation of his or her rights by the other Joint controller, each of the Joint controllers shall be liable on its own.
9. The Parties shall establish the following point of contact for natural persons whose personal data are processed by the Joint controllers:
 - 1) from Data controller 1:
Mariusz Ruszel, PhD, DSc, Assoc. Prof. – Chairman of Ignacy Lukaszewicz Institute for Energy Policy
e-mail: mruszel@instytutpe.pl, Tel. No. +48 737 880 607 or in writing to the address of the registered office.
 - 2) from Data controller 2:
Michał Mazur, MSc, Eng. – Data Protection Office at Rzeszów University of Technology
e-mail: iod@prz.edu.pl, Tel. No +48 17 865 1775 or in writing to the address of the registered office.

The amendment of the data of the persons listed in points 1 and 2 does not require the conclusion of an addendum to the Agreement.

§ 4.

Ensuring the security of personal data

1. Access to personal data may only be granted to employees or associates of the Joint controller who have been authorised to process such data, preceded by a declaration by those persons about the preservation of such data and the manner in which they are kept confidential.
2. Any personal data transferred or made available by the other Party will be protected and kept secret in a manner consistent with applicable laws and the provisions of the Agreement and the Agreement.
3. The personal data obtained will only be used and used for the purpose for which it was transferred or made available.
4. The personal data held will not be transferred or disclosed to any third party - directly or indirectly (subject to the exceptions provided for in the Agreement or the Agreement) - without the prior written consent of the other Party.
5. The parties will be exempted from the obligation to keep personal data confidential in the event that the obligation to disclose them arises from generally applicable laws or from a final decision or decision of an authorized court or authority. Each time you become informed of such an obligation, the Joint controller, obliged to disclose personal data, will be obliged to inform the other Joint controller immediately.
6. The obligation of the Joint controllers to maintain confidentiality with respect to personal data entrusted in connection with the Agreement or the Agreement shall be unlimited in time and shall continue regardless of the termination or termination of the Agreement.
7. The joint controllers declare that they have implemented documentation and processes providing guidance to persons processing personal data in order to ensure maximum protection of the personal data processed:

- 1) its own documentation on the protection of personal data, taking into account the nature, scope, context and purposes of the processing of personal data and the risk of violating the rights or freedoms of individuals;
- 2) the procedure for providing data subjects with the right of access to and rectification of data, limiting processing in the situations indicated in the GDPR and deleting redundant data;
- 3) procedure for handling personal data breaches.

§ 5.

Entrusting the processing of personal data

1. The Joint controllers may commission processors to carry out specific activities in the field of personal data processing. Processors may process personal data only for the purpose of carrying out activities for which the personal data have been transferred to the Joint controllers, and may not process personal data for any other purposes. In the event of commissioning activities to a processor by the Joint controller, the processor will be subject to written obligations regarding the protection of personal data specified in art. 28 GDPR, ensuring at least the same level of protection as set out in this Agreement.
2. In the event of failure by the processor to fulfill its obligations in the field of personal data protection, the Joint controller who entrusted the processor with the processing of personal data - in accordance with the provisions on liability in the Agreement - shall be fully liable to the other Joint controller for the performance of obligations incumbent on the processor.
3. It is forbidden to provide access to personal data to entities with which no personal data processing agreement has been concluded (except for entities processing personal data under the authorization of the Administrator or the processor).
4. It is forbidden to entrust personal data by the Joint controller to a processing entity from a third country without the prior written consent of the other Joint controller. In the case of commissioning the activities by the Joint controller to a processing entity from a third country, the Joint controller applies data transfer mechanisms in accordance with art. 44 and following GDPR. In particular, the Joint controller sufficiently secures the implementation of appropriate technical and organizational measures in such a way that the data processing meets the requirements of the GDPR, ensures the protection of the rights of the data subjects concerned, keeps a register of data transfers and documentation of appropriate safeguards.

§ 6.

Control law

1. Joint controllers are required to provide each other with all information necessary to demonstrate compliance with all obligations set out in the GDPR.
2. Each Joint controller is obliged, without undue delay, to notify the other Joint controller of any complaints, letters, inspections of the supervisory authority, court and administrative proceedings related to the entrusted personal data and to provide the Joint controller with all related to it documentation.

§ 7.
Liability

1. Each Joint controller is responsible for the actions and omissions of persons with the help of whom it will process the entrusted personal data (including processors), as for its own actions or omissions.
2. Each Joint controller is responsible for damages due to failure to fulfill the obligations that the GDPR imposes directly on the Administrator.
3. Each Joint controller is responsible for damages caused by failure to apply appropriate security measures.
4. A Joint controller violating the provisions of the GDPR or other applicable provisions of law is obliged, under his responsibility for the processing of personal data, to cooperate with the other Joint controller in the event of proceedings before a supervisory authority or a court dispute with the subject of personal data.
5. In the event that the processor fails to fulfill its obligations to protect personal data, full responsibility for the fulfillment of the obligations by the processor rests with the Joint controller who entrusted him with the processing of personal data.

§ 8.
Denunciation

1. The Agreement is concluded for the term of the Agreement remaining in force. In case of doubt, the Agreement shall expire at the latest upon termination of the Agreement.
2. Each Joint controller is entitled to terminate the Agreement with immediate effect on the basis of a unilateral declaration made to the other Joint controller in writing in the event of a gross or repeated breach of the Agreement by the other Joint controller, and also in the event that:
 - 1) the supervisory authority for compliance with the rules for the processing of personal data states, on the basis of a legally valid decision, that the Joint controller or the processor entrusted by this Joint controller with the processing of personal data does not comply with the rules of personal data processing;
 - 2) a final judgment of a common court of law proves that the Joint controller does not comply with the rules of personal data processing.
3. The Parties agree that in the event of termination of this Agreement, the terminating Party will be entitled to terminate the Agreement with immediate effect, if personal data processing is necessary for its implementation.

§ 9.
Final Provisions

1. Agreement constitutes a regulation between the Joint controller, referred to in Art. 26 sec. 1 GDPR.

2. Data controller 1 undertakes to make the content of the arrangements contained in this Agreement available at the Internet address: <https://www.institutpe.pl/en/konferencja2021-en/>
3. This Agreement shall enter into force on the date of its conclusion and shall remain in force for the duration of the Agreement.
4. Any changes to this Agreement shall be made in writing under pain of nullity, except for art. 3 sec. 9.
5. The court competent for the settlement of disputes arising from this contract will be the court competent for the Data controller 1.
6. The contract was drawn up in two identical counterparts, one for each of the Parties.