

MATERIAL CONTENT THE OF JOINT AGREEMENT (extract from the contract on personal data co-administration)

According to Article 26 GDPR, we hereby inform you that the joint data controllers indicated underneath have undertaken the following arrangements:

1. The joint controllers of your personal data are:
 - The University of Łódź having its seat in Łódź, Narutowicza 68
 - The University of Warsaw having its seat in Warsaw, Krakowskie Przedmieście 26/28
2. The Joint controllers shall process your personal data in relation to the organisation of the international academic conference Labour Law Research Network 6 Poland, according to the rules of personal data processing established by Article 5 GDPR.
3. The provision of this information is equivalent to the disclosure of the material content of the Joint Agreement of the joint controllers, identified in point 1 above, regarding the joint control of processing of the personal data of conference attendees based on the legal basis indicated in the notification obligation directed towards event attendees.
4. Pursuant to the Joint Agreement of the joint controllers, we hereby inform you that:
 - 1) the obligations to data subjects, i.e. notification obligations and the exercise of the rights of such persons (referred to in Articles 15-22 GDPR, including possible restrictions provided for by law), shall be exercised by each of the joint controllers – depending on whether processing will be undertaken by employees of the University of Łódź or employees of the University of Warsaw (in the case of notification obligations) or depending on to whom the data subject filed a request demanding the exercise of his or her rights.
 - 2) The joint controllers shall fulfil the notification obligation to conference attendees (active and passive) by placing a joint notification clause next to the conference registration form and a layered notice in email communications when sending out invitations to the conference. Templates for the first layer of the notification obligation and the joint notification clause used by the joint controllers are set forth in annexes 1 and 2 to this Agreement.
 - 3) Each joint controller shall be solely liable for the exercise of rights of natural persons. Where the exercise of rights of a natural person affects the admissibility of data processing by the second joint controller, the joint controller who complied with the request of the natural person shall immediately inform the other joint controller of the fact.
 - 4) The joint controllers agree as follows:
 - a. Acting in accordance with the rules regarding processing of personal data. The joint controllers declare that personal data subject to joint control shall be:
 - processed according to the law, fairly and in a way that is transparent for the data subject (“lawfulness, fairness and transparency”);
 - collected solely for a real, clear and lawful purpose and not subject to further processing that is non-compliant with this purpose (“purpose limitation”);
 - adequate, appropriate and limited to what is necessary for the purpose of processing (“data minimisation”);
 - accurate and updated if necessary (“accuracy”);
 - stored in a manner that enables the identification of the data subject and no longer than necessary for the fulfilment of certain processing purposes (“storage limitation”);
 - processed in a way that ensures personal data security, including protection against unauthorised or unlawful processing and accidental loss, destruction or damage, by means of adequate technical and organisational measures (“integrity and confidentiality”).
 - b. Accountability. Each of the joint controllers shall store all documentation concerning joint control for the purposes of fulfilling the accountability requirement.
 - c. Privacy designing. In planning to introduce changes in the way personal data is processed, the joint controllers shall be obliged to comply with the privacy design obligation enshrined in Article 25 GDPR and to provide notice of the intended changes in advance in order to ensure the second joint controller has the opportunity to respond in the event the changes planned by the first joint controller constitute a threat, in the opinion of the second joint controller, to the agreed level of personal data security or increase the risk of violation of rights or freedoms of data subjects.
 - d. Access to personal data. Access to the processing of personal data shall be restricted to persons authorised by the joint controller and who are obligated to keep personal data secret.

- e. Register of data processing activities and register of personal data violations. Each joint controller undertakes to keep documentation describing the manner in which personal data are processed, including: a register of data processing activities (Article 30(1) GDPR) and a register of personal data security violations (Article 33(5) GDPR). The joint controllers simultaneously declare that each of them keeps such records, updates their content and is liable for them in accordance with the GDPR. Each joint controller shall make the registers available at the other's request, within the scope of data processing activities subject to joint control.
 - f. Personal data security. Each of the joint controllers shall ensure the security of personal data processing and undertakes to apply the technical and organisational security measures referred to in Article 32 GDPR, based on the rules defined in the present Agreement.
 - g. Disclosure of information about joint control. The joint controllers shall inform data subjects about the joint control and the material content defined in the Joint Agreement (whose content is set out in annex 3 to this Agreement), in particular about the scope of the obligations of each joint controller. Disclosure of information about joint control and about the material content of the Joint Agreement should occur upon obtaining personal data for joint control purposes.
- 5) Each joint controller shall be liable for any disclosure and use of personal data that is not in accordance with the Agreement, in particular for the unjustified disclosure of personal data to third parties.
 5. During the joint control of personal data at every stage of its processing, each joint controller shall ensure that data subjects' rights under the GDPR are exercised, namely:
 - 1) the right to access their data and receive a copy thereof, pursuant to Article 15 GDPR,
 - 2) the right to rectify and supplement their data, pursuant to Article 16 GDPR,
 - 3) the right to have their data erased, pursuant to Article 17 GDPR,
 - 4) the right to restriction of data processing, pursuant to Article 18 GDPR,
 - 5) the right to object to data processing, pursuant to Article 21 GDPR,
 - 6) the right to lodge a complaint with supervisory authority concerning data processing, pursuant to Article 77 GDPR.
 6. In the event a data subject files a request demanding the exercise of his or her rights directly with one of the joint controllers, each joint controller shall be responsible for immediately forwarding the data subject's request to the competent joint controller.
 7. The joint controllers have created a contact point for data subjects – the contact point may be reached via email: iod@uni.lodz.pl and iod@adm.uw.edu.pl.
 8. We hereby inform that regardless of the arrangements indicated in the points above, data subjects may exercise their rights under the GDPR with respect to each joint controller, meaning that a request demanding the exercise of their rights submitted to either joint controller is considered to be submitted in compliance with the GDPR.