**Agreement concerning shared data responsibility for personal data collected for use in**

(Title of assignment/project/Master’s thesis)

Between

Name of Student 1

and

Name of Student 2

If there are more than two students – insert these by editing the template.

**1. Shared data responsibility**

1.1 This agreement sets out the division of responsibility between Students 1 and 2 in connection with the processing of personal data to be used for the submission of the aforementioned assignment/project or Master’s thesis as part of a study programme at Aarhus University.

1.2 There is agreement between Student 1 and Student 2 that there is shared data responsibility in connection with the assignment/project/Master’s thesis.

**2. Overall division of the tasks**

2.1 The parties undertake the following tasks:

|  |  |  |
| --- | --- | --- |
|  | Student 1 | Student 2 |
| Obtaining declarations of consent from the participants |  |  |
| Issuing a copy of the declaration of consent to the participants |  |  |
| Preparing a list of processing activities |  |  |
| Storage of personal data, including declarations of consent |  |  |
| Reporting of any security breaches to the Danish Data Protection Agency, followed by information to [databrud@au.dk](mailto:databrud@au.dk) |  |  |
| Responding to enquiries from the participants |  |  |
| Erasure of personal data when the assignment/project/Master’s thesis has been assessed and the deadline for complaints has expired. |  |  |

**3. Principles and processing authority**

3.1 For use in the assignment/project/Master’s thesis personal data is processed that has been obtained from persons who have given their consent to the processing. Ordinary personal data is processed in accordance with the provision in Article 6(1) a) of the General Data Protection Regulation, and sensitive personal data is processed in accordance with the provision in Article 9(2) a) of the General Data Protection Regulation.

3.2 Student 1 and Student 2 are each responsible for compliance with the principles for the processing of personal data, to the extent that the rules apply to the areas of responsibility of the person concerned in accordance with this agreement.

**4. Rights of the data subjects**

4.1 Both parties are responsible for protecting the rights of the data subjects by observing the following rules in the General Data Protection Regulation:

* the data subject’s right of access,
* right to rectification,
* right of erasure (right to be forgotten), and
* right to restriction of processing.

Both parties are responsible for issuing a copy of the signed consent form to the data subjects. The form contains the information concerning the data processing referred to in Article 13 of the General Data Protection Regulation concerning the duty of disclosure on collecting personal data from the data subject.

Both parties are responsible for notifying any data recipients if data is rectified, restricted or erased.

4.2 The parties are responsible for assisting each other to the extent that this is relevant and necessary for both parties to be able to fulfil the obligations to the data subjects.

**5. Security of processing and documentation of compliance with the General Data Protection Regulation**

5.1 Both parties are responsible for complying with the requirement in Article 32 of the General Data Protection Regulation concerning security of processing.

**6. Record**

6.1 A record must be prepared.

**7. Handling of breaches of personal data security**

7.1 Both parties are responsible for immediately reporting any breaches of personal data security to the Danish Data Protection Agency. See the guide and contact details here: <https://www.datatilsynet.dk/anmeld-brud-paa-persondatasikkerheden/> (notification of personal data security breaches – only in Danish)

**8. Complaints**

8.1 Each party is responsible for the consideration of any complaints from data subjects, if the complaints concern infringement of the provisions of the General Data Protection Regulation for which the party is liable in accordance with this agreement.

**9. Notification to the other party**

9.1 The parties will notify each other of any significant issues of importance to the shared processing and this agreement.

**10. Entry into force and expiry**

10.1 This agreement will enter into force when it has been signed by both parties.

10.2 The agreement will be valid for as long as the data concerned is processed, or until the agreement is replaced by a new agreement that defines the division of responsibility in connection with processing.

**Signature**

On behalf of [Student 1]

Name and signature

Position

Date

On behalf of [Student 2]

Name and signature

Position

Date