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IEA STUDIES  
JOINT CONTROLLER AGREEMENT

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This Joint Controller Agreement (the "**JC Agreement**") has been concluded between:

- (1) The **International Association for the Evaluation of Educational Achievement** duly represented by its Secretariat, established at (1016 EE) Amsterdam, the Netherlands at the Keizersgracht 311 (hereinafter also referred to as "**IEA**"); and
- (2) The **Dutch Center for Language Education (in Dutch: Expertisecentrum Nederlands)**, established at (6525 ED) Nijmegen, the Netherlands at Toernooiveld 9 (hereinafter also referred to as "**Country**").

IEA and Country separately also referred to as "**Party**" and together referred to as the "**Parties**"

This Joint Controller Agreement is an integral part of the Agreement (as defined below). In the event of any conflict between the provisions of this Joint Controller Agreement and the provisions of the Agreement, the provisions of this Joint Controller Agreement will prevail over the provisions of the Agreement, unless the parties explicitly deviate therefrom.

## **1. Interpretation**

### **1.1. In this Joint Controller Agreement, the following terms are defined as follows:**

- 1.1.1. "**Agreement**" means the IEA Study Participation agreement concluded between IEA and Country;
- 1.1.2. "**Applicable Data Protection Legislation**" means the GDPR or other applicable legislation and regulations in the field of data or privacy protection;
- 1.1.3. "**controller**", "**data subject**", "**personal data**", "**personal data breach**", "**processing**" and "**processor**" have the meaning as assigned to them in Article 4 of the GDPR;
- 1.1.4. "**GDPR**" means the General Data Protection Regulation (EU) 2016/679;
- 1.1.5. "**Personal Data**" has the meaning as given in Article 2 1.

## **2. JOINT CONTROLLERSHIP**

- 2.1. In so far as the Country processes or will process personal data within the context of or in connection with the Agreement (the "**Personal Data**"), the parties agree that IEA and Country act as joint controllers within the meaning of article 26 of the GDPR.
- 2.2. Further to article 26 of the GDPR, Parties have the obligation to jointly determine their respective responsibilities and GDPR compliance in relation to the joint processing of the Personal Data. A description of the processing activities of each of the Parties is set out in Annex 1 (*Description of Processing Activities and each of the Parties' responsibility for related GDPR compliance*) to this Agreement and is an integral part thereof.

### **3. PROCESSING PERSONAL DATA: GDPR COMPLIANCE**

- 3.1. Each of the Parties guarantees that when processing the Personal Data as per the description in Annex 1, it shall respect the obligations set out in this JC Agreement, the obligations in the applicable laws and regulations, including (if applicable) the GDPR.

#### ***Security***

- 3.2. Each Party shall implement appropriate technical and organisational measures, including a written information security program that complies with applicable laws and regulations, designed to: (i) ensure and protect the security, integrity and confidentiality of the Personal Data; and (ii) protect against any unauthorized processing, loss, use, disclosure or acquisition of or access to any Personal Data.

#### ***Data Breaches***

- 3.3. The Country will notify IEA as soon as possible of any potential or actual loss of Personal Data and/or any breach of the technical and/or organizational measures taken, but, in any event, within 24 hours after identifying any potential or actual loss and/or personal data breach. In return IEA will notify the Country as soon as possible in case of any (potential) data breach which regards Personal Data of data subjects residing in the Country.
- 3.4. Parties will provide each other with reasonable assistance as required to facilitate the handling of any personal data breach.

#### ***Disputes or claims related to Personal Data***

- 3.5. If a data subject or a Data Protection Authority bring a dispute or claim concerning the processing of Personal Data against a Party or both Parties, Parties will inform each other about such disputes or claims and will cooperate with each other as far as permitted by the applicable laws and regulations.

### **4. ADDRESSING RIGHTS OF DATA SUBJECTS**

- 4.1. Parties agree to the following procedures to allow data subjects exercise their rights. It should be noted that data subjects are not obliged to follow these procedures and that a data subject may exercise its rights against each of the joint controllers as stipulated in article 26.3 of the GDPR.

#### ***General information obligation***

- 4.2. Parties agree to inform the data subjects of the processing of Personal Data and the respective role and responsibility of each of the Parties, inter alia by means of use of the IEA Data Protection Statement, which will be published on the IEA and the Country websites. This IEA Data Protection Statement will be provided by IEA to the Country upon first request and

will in any event include the existence of this JC Agreement, which will be made available to data subjects upon their first request.

#### *Assessment of data subject requests*

- 4.3. Under the GDPR, data subjects have several rights with regard to the processing of their personal data, such as *inter alia* (i) the right of information about and/or access to personal data, (ii) the right to rectify personal data, (iii) the right to erase personal data and (iv) the right to restrict the processing of personal data. However under article 89 of the GDPR, such rights can be limited by either European Union law, or national law if the data processing occurs for the purpose of scientific research.

In order to streamline possible requests of data subjects as much as possible, Parties agree that the Country will put in place one single national e-mail point of contact for data protection queries for PIRLS. Country will subsequently forward all data protection issues and/or requests it receives to the following single point of IEA contact e-mail address which shall be used for communication regarding all internal and/or external data protection issues or requests: [dataprotection@iea.nl](mailto:dataprotection@iea.nl). Any answer to third parties will be jointly coordinated and sent from the central IEA data protection contact.

## **5. INDEMNITY**

Each Party indemnifies the other Party for any direct or indirect damages resulting from any breach of its obligations under this JC Agreement, the Agreement and/or applicable laws and regulations including the GDPR.

## **6. INTERNATIONAL TRANSFER OF DATA**

Parties will not process Personal Data outside of the European Economic Area, unless such processing is compliant with applicable laws and regulations.

## **7. TERM AND TERMINATION OF THIS JC AGREEMENT**

This JC Agreement enters into effect simultaneously with the Agreement and is entered into for the term of the Agreement. This JC Agreement will end automatically on the date on which the Agreement ends, without any separate notification being required for that purpose. Provisions that, by their nature are intended to survive termination of this JC Agreement, will remain in effect after termination.

## **8. APPLICABLE LAW AND SETTLEMENT OF DISPUTES**

This Processing Agreement is governed by the laws of the Netherlands. Disputes will be settled in accordance with the provisions agreed for that purpose in the Agreement.



**9. AMENDMENTS**

Amendments to this JC Agreement are only valid if the authorized representatives of both parties have agreed to them in writing. If the nature, structure or other relevant aspects of the services provided under the Agreement change, due to which the processing of the Processed Data must also change, or other provisions of this JC Agreement must be amended to ensure that the Applicable Data Protection Legislation is complied with, the authorized representatives of the Parties will enter into mutual consultation to agree upon the required changes in writing and to adjust this JC Agreement accordingly.

**10. VALIDITY**

If any provision of this JC Agreement proves to be invalid or unenforceable, the other provisions from this JC Agreement will remain valid and applicable. The invalid or unenforceable provision will (i) be adjusted such that its validity and enforceability is ensured, with due observance of the parties' intentions in so far as possible, and (ii) be interpreted as if the invalid and unenforceable part had never been incorporated therein.

*(Signatures on next page)*

**EXECUTED** by the parties on 1-7-2020

Signed by Dr Dirk Hastedt  
a duly authorized  
representative of/for and  
on behalf of  
**IEA:**



Signature

Signed by Dr. Jos Frietman  
a duly authorized  
representative of/for and  
on behalf of  
**Country:**



Signature