EU and non-EU companies

Clause of the contract to be entered into between jointly liable persons

Upon entry into and performance of the contract, the parties consider themselves to be bound by the General Data Protection Regulation (GDPR) approved by the European Parliament on 14 April 2016 regardless of whether the territory or country they are located in has adopted the GDPR or equivalent legislation.

Upon performing the contract, the parties shall follow in their activities in more detail the General Data Protection Regulation (GDPR), the duties and obligations of the Joint Controllers described in Article 26 of the GDPR, as well as the definitions used and rules established in the GDPR.

The parties agree that the main goal of using personal data is the provision of service to the data subject (the client). Each Joint Controller is liable for the processing of the data that it (or its processor) processes for the purpose of attainment of its goal and none of the Joint Controllers is liable for the processing of data that fall within the other Joint Controller’s area of responsibility and are processed incorrectly by the other Joint Controller. Liability is limited to the specific narrow service that each Controller itself provides to the data subject in the course of providing the service.

None of the Joint Controllers may process personal data in any other manner or for any other reason than on the basis and within the framework of the contract. If the activities of any of the Joint Controllers require designation of a data protection officer, the Joint Controller shall designate such an officer.

Upon maintaining a register of processing of personal data specified in Article 30(1) of the GDPR, the Joint Controllers shall record the processing of personal data within the framework of joint liability in a manner that allows for presenting the data free of charge, immediately and without impediments to another Joint Controller or to the supervisory authority (the Estonian Data Protection Inspectorate).

Upon processing of personal data, each Joint Controller shall follow the responsibilities provided for in Article 24 of the GDPR and, in order to ensure the performance of the contract, implement appropriate and technical means to ensure the level of security corresponding to the risk, and be also capable of verifying to the other Joint Controllers, data subject and/or supervisory authority the implementation of measures that address the risk.

The Joint Controllers shall notify their employees of the need for a high level of protection of personal data under the contract and ensure that their employees have the right and proper understanding and expertise for processing personal data in accordance with the GDPR. A Joint Controller shall without delay notify the other Joint Controllers of any personal data breach and the notice must at least contain the information provided in Article 33(3) of the GDPR.

Upon performing the contract, a Joint Controller shall, among other things, adhere in its activities to the following principles established by the GDPR: the lawfulness, fairness and transparency of processing of personal data (Article 5(1)(a) and Article 6), the principle of purpose limitation (Article 5(1)(b)), the principle of data minimisation (Article 5(1)(c)), the principle of accuracy (Article 5(1)(d)), storage limitation (Article 5(1)(e)), integrity and confidentiality (Article 5(1)(f)), special need for protecting the personal data of children (Article 8) and special categories (Article 9) of personal data, security of processing personal data (Article 32), general principles for transfers of personal data (Article 44), and extensive and effective protection of rights of a data subject (Articles 12 to 20).

A Joint Controller is also obliged to assist each Joint Controller if the need for such assistance arises from supervision proceedings that are being conducted or may be conducted with respect to the Controller or such a need arises from the activities of a data subject. Each Joint Controller shall avoid causing any damage to the other Joint Controllers and compensate for any damage, claims, fines and penalty payments that arise or are filed against the Joint Controller who has not breached the requirements and have been caused due to the Joint Controller who breached the requirements failing to comply with the requirements of the GDPR or the partial compliance therewith.

If a Joint Controller needs to enter into a contract for the delegation of powers for the purpose of the lawful processing of personal data, the respective contract shall, given the scope of the goal of the Joint Controller, also establish clear liability based on the GDPR with regard to the Processor who acts on the basis of the delegation of powers. Each Joint Controller bears liability for the activities of its Processors.

If there is a need, upon provision of a service, to engage additional Joint Controllers in the provision of the service, the contract specified in Article 26(1) shall be entered into between all Joint Controllers.