Data Processing Agreement according to Art. 28 para. 3, GDPR

Between **Name Principle**

**Address**

- hereinafter referred to as the Principal (Responsible Party) -

and the

Scicovery GmbH (owner and operator of the Labvanced software and website)

Grunigerstr. 19,

33102, Paderborn

 - hereinafter referred to as the contractor (processor) -

the following agreement is made:

# 1. Subject and duration of the agreement

The order includes the following:

Use of LABVANCED software for:

**Describe what data is to be collected, e.g..**

* **Recording of X-Y coordinates of gaze points and video data (recording of gaze duration and direction)**
* **Recording of questionnaire data on socio-demographic background,**
* **recording of keystrokes (keyboard, computer mouse) and/or audio data for the**
* **measurement of reaction times, response behavior or content input**
* **Recording of keystrokes, video and/or audio data for declaration of**
* **consent,**
* **recording of text input via the keyboard**
* **Other data you want to record with the help of Labvanced**

The data recording is done without the collection of personal contact data (address data).

In doing so, the contractor processes personal data for the client in the sense of Art. 4 No. 2 and Art. 28 GDPR on the basis of this contract.

The contractually agreed service is provided exclusively in a member state of the European Union or in a contracting state of the Agreement on the European Economic Area. Any relocation of the service or parts thereof to a third country requires the prior consent of the Client and may only take place if the special requirements of Art. 44 et seq. GDPR are fulfilled (e.g. adequacy decision of the Commission, standard data protection clauses, approved codes of conduct).

**Duration of the contract**

The contract begins with the conclusion of the contract.

It is concluded for an indefinite period.

**Term of notice**

The Customer may terminate the contract at any time without notice if there is a serious breach of data protection regulations or the provisions of this contract by the Contractor, the Contractor cannot or will not carry out an instruction of the Customer or the Contractor refuses control rights of the Customer in breach of the contract. In particular, non-compliance with the obligations agreed in this contract and derived from Art. 28 GDPR constitutes a serious breach.

# 2. Nature and purpose of the processing, type of personal data and categories of data subjects:

Scicovery GmbH operates a web platform (https://www.labvanced.com/) that allows the user (client) to create, share and conduct online experiments.

Scicovery processes and uses the data that the participating subject generates or uploads in Labvanced in accordance with the Scicovery Privacy Policy.

The recorded participant data is available to the user at any time and can be deleted at any time upon request.

No storage of IP addresses of participating subjects is done on the part of Labvanced, which is why it is not possible to draw conclusions about the person.

All data hosted by Labvanced is located on servers in Germany.

The collected data will only be (temporarily) stored at Scicovery GmbH, further processing (storage, coding, analysis, etc) will be done via servers of the **NAME CONTRACTOR.**

The purpose of the processing is to conduct psychological studies in the field of: **name your field of work, e.g. developmental psychology.**

Type of personal data (according to the definition of Art. 4 No. 1, 13, 14 and 15 GDPR):

**List all personal data which are collected. E.G.:**

**Date of birth, voice recording, video image, gender, socio-demographic information,**

**Language background, cognitive/linguistic abnormalities.**

Categories of data subjects (as defined in Art. 4 No. 1 GDPR):

**Name the categories of persons from whom data should be collected, e.g..**

**Babies, children, adolescents, adults, patients (which disease) as study participants.**

# 3. Rights and obligations as well as powers of instruction of the client.

The Principal shall be solely responsible for assessing the permissibility of the processing pursuant to Art. 6 (1) GDPR and for safeguarding the rights of the data subjects pursuant to Art. 12 to 22 GDPR. Nevertheless, the Contractor shall be obliged to forward all such requests to the Client without undue delay, insofar as they are recognizably directed exclusively to the Client.

Changes to the object of processing and procedural changes shall be agreed jointly between the Client and the Contractor and set out in writing or in a documented electronic format.

As a rule, the Customer shall issue all orders, partial orders and instructions in writing or in a documented electronic format. Verbal instructions shall be confirmed immediately in writing or in a documented electronic format.

As stipulated in No. 5, the Customer shall be entitled, prior to the start of processing and thereafter on a regular basis, to satisfy itself in an appropriate manner of compliance with the technical and organizational measures taken by the Contractor as well as with the instructions contained in the order confirmation.

technical and organizational measures taken by the Contractor and the obligations set forth in this Agreement.

The Customer shall inform the Contractor without undue delay if it discovers any errors or irregularities in the examination of the results of the order.

The Customer shall be obligated to treat all knowledge of business secrets and data security measures of the Contractor obtained within the framework of the contractual relationship as confidential. This obligation shall remain in force even after termination of this contract.

# 4. Persons authorized to issue instructions to the Customer, recipients of instructions from the Contractor

Persons authorized to give instructions to the Customer are:

**CLIENT AUTHORIZED TO ISSUE INSTRUCTIONS**

Recipients of the Contractor's instructions are:

Caspar Goeke, Management

Communication channels to be used for instructions:

contact@labvanced.com

caspar@labvanced.com

In the event of a change or long-term prevention of the contact persons, the contract partner must be informed immediately and in principle in writing or electronically of the successors or the representatives. The instructions must be retained for their period of validity and subsequently for three full calendar years.

# 5. Obligations of the contractor

The Contractor shall process Personal Data exclusively within the framework of the agreements made and in accordance with the Client's instructions, unless it is required to do so for other processing by the law of the Union or the Member States to which the Contractor is subject (e.g. investigations by law enforcement or state protection authorities); in such a case, the Contractor shall notify the Controller of these legal requirements prior to the processing, unless the law in question prohibits such notification due to an important public interest (Article 28 (3) sentence 2 lit. a GDPR).

The Contractor shall not use the personal data provided for processing for any other purposes, in particular for its own purposes. Copies or duplicates of the personal data shall not be made without the knowledge of the Customer.

In the area of the processing of personal data in accordance with the order, the Contractor warrants that all agreed measures will be carried out in accordance with the contract. He assures that the data processed for the Customer are strictly separated from other data files.

The Contractor shall cooperate to the necessary extent in the fulfillment of the rights of the data subjects pursuant to Articles 12 to 22 of the GDPR by the Customer, in the creation of directories of processing activities and in any necessary data protection impact assessments of the Customer and shall support the Customer appropriately to the extent possible (Article 28 (3) sentence 2 lit. e and f of the GDPR). The Contractor shall forward the necessary information to the Data Protection and Information Security Unit without delay.

The Contractor shall immediately draw the attention of the Client to the fact if, in its opinion, an instruction issued by the Client violates statutory provisions (Art. 28 (3) sentence 3 GDPR). The Contractor shall be entitled to suspend the implementation of the corresponding instruction until it is confirmed or amended by the Responsible Party at the Customer after review.

The Contractor shall correct, delete or restrict the processing of personal data from the contractual relationship if the Client requests this by means of an instruction and the Contractor's legitimate interests do not conflict with this.

The Contractor may only provide information about personal data from the contractual relationship to third parties or the data subject after prior instruction or consent by the Customer.

The Contractor confirms that it is aware of the data protection regulations of the GDPR relevant for the commissioned processing. He undertakes to also observe the following secrecy rules relevant for this order, which are incumbent on the Customer.

The Contractor undertakes to maintain confidentiality when processing the Client's personal data in accordance with the order. This shall continue to exist even after termination of the contract.

The Contractor warrants that it will familiarize the staff employed in the performance of the work with the data protection provisions applicable to them before they commence their activities and that they will be bound to secrecy in an appropriate manner for the duration of their activities as well as after termination of the employment relationship (Art. 28 Para. 3 Sentence 2 lit. b and Art. 29 DS- GVO). The Contractor shall monitor compliance with the data protection regulations in its business.

The Contractor's data protection officer is Mr./Mrs.

Holger, Finger, Technical Management, contact@labvanced.com

has been appointed. The Customer shall be informed immediately of any change in the data protection officer.

The Contractor undertakes to inform the Client without delay of the exclusion of approved codes of conduct pursuant to Article 41 (4) of the GDPR and the revocation of a certification pursuant to Article 42 (7) of the GDPR.

# 6. Notification obligations of the contractor in the event of disruptions in processing and breaches of personal data protection.

 The Contractor shall notify the Customer without undue delay of any disruptions, violations by the Contractor or the persons employed by the Contractor as well as of any violations of data protection provisions or of the stipulations made in the order as well as of any suspected data protection violations or irregularities in the processing of personal data. This shall also apply in particular with regard to any reporting and notification obligations of the Client pursuant to Art. 33 and Art. 34 GDPR. The Contractor assures to adequately support the Client, if necessary, in its obligations pursuant to Art. 33 and 34 GDPR (Art. 28 (3) sentence 2 lit. f GDPR). The Contractor may only carry out notifications pursuant to Art. 33 or 34 of the GDPR for the Customer after prior instruction pursuant to Section 4 of this Agreement.

# 7. subcontracting relationships with subcontractors (Art. 28 (3) sentence 2 lit. d GDPR).

Contractor considers itself to be a "remote first" company with a majority of its employees located in countries outside of Germany and outside of the European Union. Regardless of other legal assessments, these employees are considered freelancers and not subcontractors for the context of this contract, as they participate in their actual activities as individuals and not as companies. All such freelancers have separate employment contracts which bind them to the Company contractually and legally under the GDPR. As a result, all freelancers of the Contractor (natural persons with whom the Contractor concludes a separate employment contract) are excluded from all regulations regarding subcontractors regardless of where the freelancer has his natural residence.

The Contractor is only permitted to engage subcontractors for the processing of the Client's data with the Client's consent, Article 28 (2) of the GDPR, which must be given via one of the above-mentioned communication channels (Section 4) with the exception of verbal consent. Consent can only be granted if the Contractor informs the Client of the name and address as well as the intended activity of the subcontractor. In addition, the Contractor must ensure that it carefully selects the subcontractor, paying particular attention to the suitability of the technical and organizational measures taken by the subcontractor within the meaning of Article 32 of the GDPR. The relevant test documents in this regard shall be made available to the Client upon request.

Subcontractors in third countries may only be commissioned if the special requirements of Art. 44 et seq. GDPR are met (e.g., adequacy decision of the Commission, standard data protection clauses, approved codes of conduct).

The contractor must ensure by contract that the agreed regulations between the client and the contractor also apply to subcontractors. In the contract with the subcontractor, the details shall be specified in such concrete terms that the responsibilities of the contractor and the subcontractor are clearly delineated. If several subcontractors are used, this shall also apply to the responsibilities between these subcontractors. In particular, the client must be entitled to carry out appropriate checks and inspections, including on-site checks and inspections, at subcontractors' premises if necessary, or to have such checks and inspections carried out by third parties commissioned by the client.

The contract with the subcontractor must be drawn up in writing, which may also be in an electronic format (Art. 28(4) and (9) GDPR).

The forwarding of data to the subcontractor is only permitted after the subcontractor has fulfilled the obligations under Art. 29 and Art. 32 (4) of the GDPR regarding its employees.

The Contractor shall check compliance with the obligations of the subcontractor(s) by means of an IS short audit, in the same cycle as is relevant for the Contractor, in accordance withthe guidelines of the Federal Office for Information Security (BSI) in the current version. The result of the checks shall be documented. The result of the checks shall be made available to the Customer upon request.

The Contractor shall be liable to the Customer for ensuring that the Subcontractor complies with the data protection obligations that have been contractually imposed on it by the Contractor in accordance with this section of the contract.

The Contractor shall always inform the Controller of any intended change with regard to the involvement of new subcontractors or the replacement of existing subcontractors, giving the Customer the opportunity to object to such changes (Section 28 (2) sentence 2 of the GDPR).

# 8. technical and organizational measures according to Art. 32 GDPR (Art. 28 (3) sentence 2 lit. c GDPR).

A level of protection appropriate to the risk to the rights and freedoms of the natural persons concerned by the processing is ensured for the specific commissioned processing. To this end, the protection objectives of Article 32 (1) of the GDPR, such as confidentiality, integrity and availability of the systems and services as well as their resilience in relation to the type, scope, circumstances and purpose of the processing operations, are taken into account in such a way that the risk is permanently contained by means of appropriate technical and organizational remedies.

For the processing of personal data in accordance with the contract, the risk assessment is based on BSI Standard 100-3, which takes into account the probability of occurrence and severity of the risks to rights and freedoms.

The data protection concept described in the appendix Technical and Organizational Measures sets out in detail the selection of technical and organizational measures appropriate to the risk identified, taking into account the protection goals in accordance with the state of the art and with particular regard to the IT systems and processing procedures used at the Contractor. The standards of the Federal Office for Information Security (BSI) in the current version are authoritative for this.

Decisions on the organization of data processing and on the procedures used that are significant for security shall be coordinated between the Contractor and the Customer.

If the measures taken at the Contractor do not meet the requirements of the Customer, the Contractor shall notify the Customer without delay.

The measures taken by the Contractor may be adapted to technical and organizational developments during the course of the contractual relationship, but may not fall below the agreed standards.

 The Contractor must coordinate significant changes with the Customer in documented form (in writing, electronically). Such coordination shall be retained for the duration of this contract.

# 9. Obligations of the Contractor after Termination of the Order, Art. 28 (3) Sentence 2 lit. g GDPR

After completion of the contractual work, the Contractor shall hand over to the Client all data, documents and processing or utilization results that have come into its possession or to subcontractors and that are related to the contractual relationship.

# 10. Liability

Reference is made to Art. 82 GDPR.

# 11. Miscellaneous

Agreements on technical and organizational measures as well as control and audit documents (also regarding subcontractors) shall be kept by both contractual partners for their period of validity and subsequently for three full calendar years.

For subsidiary agreements, the written form or a documented electronic format is generally required.

Should the property or the personal data of the Customer to be processed at the Contractor be endangered by measures of third parties (for example by seizure or attachment), by insolvency or composition proceedings or by other events, the Contractor shall notify the Customer without delay.

The defense of the right of retention within the meaning of Section 273 of the German Civil Code (BGB) shall be excluded with regard to the data processed for the Customer and the associated data carriers.

Should individual parts of this agreement be invalid, this shall not affect the validity of the remainder of the agreement.

**Place, Date Place, Date**

**Signature Principle Signature Scicovery**