



**DATA JOINT CONTROL AGREEMENT  
FOR THE PROMOTION OF A PHOTOGRAPHIC COMPETITION**

**WHEREAS,**

- a) on 20/06/2024, the NGO Nexus Emilia-Romagna ETS (tax code IT 92036270376), with its registered office in Via G. Marconi 69 - 40122 Bologna (Italy), announced a photographic competition with the theme "Tell us about decent and inclusive work [or its opposite]" within the financed project "I.N.FORMA.L AID 012590/03/0" in Somalia, aimed at promoting decent work, gender rights, and the fight against child labour;
- b) to carry out the above-mentioned photographic competition, Nexus Emilia-Romagna ETS promoted the project together with the Federation of Somali Trade Unions - FESTU, based in KM5, Bula Hubey, Wadajir District, Mogadishu, Somalia (e-mail: [info@festu.org](mailto:info@festu.org) Phone: +252-1-850013);
- c) during the photographic competition, each of the two promoters retains its autonomy for personal data processing, which, in any case, shall be submitted to the European Union legislation pursuant to Article 2 of EU Regulation 2016/679;
- d) the photographic competition involves the processing of personal data (relating both to the participants and to any persons portrayed in the photographs), the purposes of which are common to the two promoters, who are jointly responsible for determining the purposes and methods of the processing;
- e) consequently, this specific case of co-ownership is referred to in Article 26 of the EU Regulation No. 679/2016, which provides for the parties to determine in a transparent manner, by means of an internal agreement, their respective liabilities to comply with the obligations arising from the aforementioned EU Regulation, with particular regard to the exercise of the rights of the data subject, and their respective functions to communicate the information referred to in Articles 13 and 14;
- f) the present Parties intend to determine the provisions of Article 26 by means of this Deed, which shall be annexed to the Rules of the Photographic Competition;



**NOW, THEREFORE, the Parties agree as follows:**

**Art. 1. Value of the Premises and Annexes**

1. The Premises form an integral and substantial part of this Annex and the Parties intend to give them negotiating force.
2. The Parties confirm the truthfulness and relevance of the facts stated and the declarations made in the Premises to this Deed, also for the correct interpretation of this Annex.

**Art. 2. Definitions**

1. For the purposes of this Annex, the definitions set out in Article 4 of the GDPR shall apply. The terms set out below, where used with a capital initial letter, in the singular or plural form, shall have the following meanings:

- (a) "NEXUS" means the "Nexus Emilia-Romagna ETS" party;
- (b) "FESTU" means the "Federation of Somali Trade Unions" party;
- (c) "Data Controller" means each individual party signing this Deed.
- (f) "GDPR" means REGULATION (EU) 2016/679 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC.
- (g) "Code" means Legislative Decree No. 196 of 30 June 2003;
- (h) "DPO" means "Data Protection Officer";
- (i) "Standard Contractual Clauses" and/or "SCC": means the standard contractual clauses for the transfer of personal data from an EU Data Controller to a non-EEA Entity acting as a Data Controller, adopted by European Commission Decision 2010/87/EC, as amended.

**Art. 3. Data joint control**

1. Pursuant to and for the purposes of Article 26 of the GDPR, the data processing carried out for the purposes of the Photographic competition referred to in letter (a) of the Premises shall be deemed to be processed jointly by the parties to this Annex.



#### **Art. 4. Joint controllers' tasks**

1. By means of its DPO and pursuant to articles 13 and 14 of the GDPR, NEXUS shall draw up and share with FESTU the text of the privacy notice to be provided to the data subjects (i.e. the text of the privacy notice that will be provided to each professional and/or amateur photographer and relating to the personal data processing that the Data Controllers will carry out by virtue of the photographer's participation in the competition), as well as the consent for the processing, where necessary. Both joint controllers undertake to use only the agreed text.
2. Each Data Controller is required to adopt, internally, the technical and organisational security measures referred to in Article 32 of the GDPR.
3. The impact assessment, where necessary pursuant to Article 35 of the GDPR, is prepared by NEXUS, which, following the preparation of the DPIA, requests the opinion of its Data Protection Officer, who is also competent, where the need arises, to carry out the prior consultation, also on behalf of the other Data Controller, provided for in Article 36 of the GDPR.
4. In case of any data breaches, after hearing the opinion of its DPO, NEXUS proceeds to notify the Guarantor referred to in article 33 of the GDPR, as well as the data subjects referred to in article 34 of the GDPR. To this end, FESTU remains bound to disclose any breaches of which it becomes aware, and to cooperate with NEXUS to prepare the necessary deeds and actions.
5. In order to comply with the provisions of Article 28 of the GDPR, the designation of any Data Processors based in the territory of the EU is the responsibility of NEXUS, which is also authorised to sign data process agreements, also on behalf of FESTU. NEXUS is required, also on behalf of the other Data Controller, to control and supervise the designated Data Processor and any sub-processors. FESTU undertakes to designate, where necessary, any Data Processors based in non-EU countries in compliance with Article 28 of the GDPR. In turn, FESTU is obliged, also on behalf of the other Data Controller, to control and supervise the Data Processor it designated, as well as any sub-processors.
6. Each Data Controller is obliged, according to its own internal procedure, to authorise its own employees and/or collaborators to process data on a joint-control basis, in compliance with the provisions of Article 29 of the GDPR and Article 2-*quaterdecies* of the Code.

#### **Art. 5. Determinations of the single point of contact**



1. Requests for the purpose of exercising the rights under Chapter III of the GDPR must be addressed to NEXUS, which shall be responsible for responding to them and indicating to the other Data Controller the steps to be taken to comply with said rights. NEXUS is required to make public the contact details of its Data Protection Officer (e-mail [privacy.er@er.cgil.it](mailto:privacy.er@er.cgil.it)), to whom the data subjects may address their requests.
2. If a request is received by FESTU, FESTU is obliged to transmit it to NEXUS to allow the feedback provided for in paragraph 1.

#### **Art. 6. Publicity of this Annex**


1. The excerpt of this Annex shall be made public on the website where the photo competition will be promoted. Each Data Controller may refer to it in the event of a request by a data subject.

#### **Art. 7. Civil liability**

1. Without prejudice to the joint liability vis-à-vis the data subjects, as provided for in Article 82 of the GDPR, the data controller who has paid full penalty for the damage shall be entitled to claim repayment against the other data controllers for the part of the damage corresponding to his liability share as provided for in Article 82 (2) of the GDPR.
2. In any case, where the omissive or negligent conduct that caused the damage is not attributable to a specific data controller, the parties to this agreement, in their internal relations, shall be liable for the damage in equal shares.

Bologna, 20/042024

Nexus Emilia-Romagna ETS  
President e Legal Representative  
Fiorella Prodi

  
Federation of Somali Trade Unions  
General Secretary  
Omar Faruk Osman Nur

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