

## Trade Show for Research, Data & Insights

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### Contract governing the joint responsibility for data processing in accordance with Art. 26 Par. 1 S. 1 GDPR

between  
Reitmeier Input Management Services GmbH, Haldenbergerstraße 28, 80997 Munich, Germany – **Reitmeier Input** –  
and  
the Exhibitor – **Exhibitor** –

#### Section 1

(1) This agreement governs the rights and duties of the data controllers (hereinafter also referred to together as “parties”) in the joint processing of personal data. This agreement applies to all activities in which employees of the parties or data processing companies commissioned by them process personal data for the data controllers. The means and the ends of the processing activities described in detail below were specified by the parties together.

(2) Within the framework of the organisation of the **trade show “Research & Results”** by Reitmeier Input and the exhibitor’s participation with a stand at that trade show, personal data is sometimes processed under joint responsibility. At Reitmeier Input, the processing of personal data involves the collection and processing of all the data of the exhibitors (incl. stand staff) and of the trade show visitors, which is done as per the agreement not only for the purpose of organising and implementing the trade show, but also for the purpose of passing on this data to the exhibitors. In some circumstances the exhibitors themselves can contribute to this data processing by having the data of trade show visitors transmitted to them (via Lead Tracking by Reitmeier Input) by scanning the badges (entry tickets) of visitors to their trade show stand. The data processing is not completely, but only partially, under joint responsibility – namely with regard to the purposes and circumstances outlined above (Art. 26 GDPR).

In this contract, the parties specify how the personal data is processed under shared responsibility.

For the data processing in which there is no joint determination of the purpose and means of the data processing, each contractual party is an independent data controller pursuant to Art. 4 Par. 7 GDPR. That applies in particular from the point at which the exhibitor begins independent further processing of the data, once the exhibitor has retrieved the data from Reitmeier Input after the trade show.

Insofar as the contractual parties are joint controllers of data within the meaning of Art. 26 GDPR, the following agreements apply:

#### Section 2

(1) Within the framework of the joint responsibility, Reitmeier Input is responsible for the collection and processing of the personal data of trade show visitors and exhibitors (and their stand staff). That applies insofar as this data is processed for the purpose of passing on to the exhibitor(s) at the trade show.

Insofar as this data is collected and processed by Reitmeier Input exclusively for the purpose of organising and implementing the trade show, the data processing is not carried out under shared responsibility, but rather under the responsibility of Reitmeier Input alone.

The legal bases are:

- Processing for the performance of a contract pursuant to Article 6 Par 1 b) GDPR with regard to trade show visitors (data processing for the purpose of organising and implementing the trade show itself and the passing on of data in return for free entry to the trade show);
- Processing for the performance of a contract pursuant to Article 6 Par 1 b) GDPR with regard to exhibitors (data processing for the purpose of organising and implementing the trade show itself and for the purpose of the contractually agreed passing on of data of all co-exhibitors).

The types/categories of data are:

- Master data (name, company, position)
- Communication data (email address, postal address) and
- Accounting/payment data (bank account, invoicing address, VAT number)

(2) As part of the joint responsibility, the exhibitor is responsible for the following data processing:

- Data processing for the purposes of advertising and acquisition through independent data collection by scanning the badges of visitors as part of Lead Tracking (because this involves the data collected by Reitmeier Input being passed on to the exhibitor),
- The data processing undertaken by Reitmeier Input on behalf of the exhibitor in order to provide this data to them in accordance with the agreement (for example with regard to participants in the exhibitor’s workshop/as a rule, via the download option after the end of the trade show).

The legal bases are:

- Consent in accordance with Art. 6 Par. 1 a) GDPR regarding trade show visitors who have scanned their badges at the exhibitor’s trade show stand and have thereby triggered the data transfer from Reitmeier Input to the exhibitor.
- Overriding legitimate interests in accordance with Art. 6 Par 1 f) GDPR regarding trade show visitors insofar as the purpose of data collection and data processing is communication for advertising purposes with the same (direct advertising).

The types/categories of data are:

- Master data (name, company, position) and
- Communication data (postal address and possibly email address).

(3) In each case, the period of joint responsibility lasts from the time at which the data is made available by Reitmeier Input until the start of independent further processing by the exhibitor for their own purposes. Therefore, after the point at which the personal data of trade show visitors and (co-)exhibitors is transferred by Reitmeier Input to the exhibitor, the parties are responsible for the data processing independently once again.

#### Section 3

Each party guarantees compliance with statutory provisions, and in particular guarantees the lawfulness of the data processing carried out by them also within the framework of the joint responsibility. The parties shall take all necessary technical and organisational measures to ensure that the rights of data subjects, in particular pursuant to Articles 12 to 22 GDPR, can be/are guaranteed within the legal time limits at all times.

#### Section 4

(1) The parties store the personal data in a structured, commonly used and machine-readable format.

(2) Reitmeier Input ensures that only personal data that is absolutely necessary for the lawful execution of processes is collected. Furthermore, both contractual parties comply with the principle of data minimisation within the meaning of Art. 5 Par. 1 c. GDPR.

#### **Section 5**

The parties have a duty to provide the data subject with the required information, in accordance with Art. 13 and 14 GDPR, in a precise, transparent, comprehensible and easily accessible form, in clear and plain language, and free of charge. The parties agree that Reitmeier Input will make available the information about the processing of personal data within the framework of the data collection at the time of registration for the trade show, and that the exhibitor will make available the information about the processing of the personal data within the framework of the consent provided by visitors when they scan their badges at the trade show stand.

#### **Section 6**

Data subjects can assert their rights arising from Art. 15 to 22 GDPR in relation to both parties. They shall, as a matter of principle, receive the information from the contractual party to which the request was submitted.

#### **Section 7**

- (1) Both parties commit to fulfilling the duty to disclose information in accordance with Art. 15 GDPR.
- (2) The parties commit to providing the data subject with this information to which they are entitled in accordance with Art. 15 GDPR upon request. The data stored by each respective party about the data subject will be appropriately issued and clearly presented.
- (3) Where required, each party shall make the information available to the other party. The parties commit to cooperate together in cases where the duty to disclose information can only be fulfilled with the assistance of the other party. In case of doubt, the contact persons responsible for this on behalf of the parties are the respective members of the management/executive board.

#### **Section 8**

- (1) If a data subject contacts one of the parties within the period of joint responsibility to assert their rights as a data subject, in particular relating to the right to be informed, to rectification and to the erasure of their personal data, the following applies: Since the data will be in Reitmeier Input's possession during this period, Reitmeier Input will undertake the task of fulfilling the rights of the data subject. If required, the exhibitor shall support and assist Reitmeier Input in this.
- (2) Should it be necessary to erase personal data during the period of joint responsibility, Reitmeier Input will carry out the erasure of the data, and the data transfer after the end of the trade show will then proceed with this data omitted. Should it be necessary to erase data after the data has been transferred to the exhibitor, the exhibitor shall carry out this erasure independently once they receive this request.

#### **Section 9**

The parties shall inform each other fully and without delay if they become aware of errors or irregularities relating to data protection regulations.

#### **Section 10**

In the data protection information it provides to trade show visitors, Reitmeier Input will make available to data subjects the key content of the agreement governing the joint responsibility for data protection (Art. 26 Par. 2 GDPR). If data is collected by the exhibitor (scanning badges at the trade show stand), the exhibitor commits to making this information, including the information outlined in Article 13 and 14 GDPR, available to data subjects.

#### **Section 11**

Since the data is processed exclusively by Reitmeier Input during the period of joint responsibility Reitmeier Input is responsible for the duty to notify the authorities of a personal data breach and the duty to communicate a personal data breach to data subjects arising from Articles 33 + 34 GDPR.

#### **Section 12**

Documentation within the meaning of Art. 5 Par. 2 GDPR that serves as evidence of the lawful data processing is retained by each party beyond the end of the contract period in accordance with the legal authorisations and duties.

#### **Section 13**

- (1) The parties ensure that all employees who deal with the data processing maintain the strict confidentiality of the data in accordance with Article 28 Par. 3, and Articles 29 and 32 GDPR for the duration of their work and after the end of the employment relationship, and that these employees are appropriately bound to maintain the confidentiality of the data before they assume their duties and have been instructed on the data protection regulations relevant to them.
- (2) The parties are independently responsible for ensuring that they comply with all legal obligations to preserve records relating to the data. To this end, they must take appropriate precautionary measures to ensure data integrity (Art. 32 et seqq. GDPR). This applies in particular when the collaboration comes to an end.
- (3) The implementation, pre-setting and operation of the systems must be carried out taking into account the provisions of GDPR and other regulations, in particular taking into account the principles of data protection in the design and privacy-friendly default settings, and employing suitable technical and organisational measures that are state of the art.
- (4) The personal data that must be processed in the course of executing the services is stored on highly secure servers.

#### **Section 14**

- (1) The parties commit, when engaging data processing companies within the range of application of this agreement, to concluding a contract in accordance with Art. 28 GDPR and to obtain the written agreement of the other contractual party before that contract is concluded.
- (2) The parties shall inform each other in a timely fashion about any intended change relating to bringing in or replacing subcontractors used as data processing companies and shall only commission subcontractors who fulfil the requirements of the data protection laws and the stipulations of this contract. Services which the contractual parties make use of provided by third parties as supplementary work to support the execution of a job, for example telecommunication services and maintenance, do not count as services by subcontractors within the meaning of this provision. The parties are, however, also obliged to enter into appropriate and lawful contractual agreements and to take inspection measures in order to guarantee the protection and security of the personal data in the case of out-sourced supplementary services.

#### **Section 15**

The parties shall maintain a record of processing activities in the processing log in accordance with Art. 30 Par. 1 GDPR, and also and in particular include a note on the nature of the processing method carried out under joint or sole responsibility.

#### **Section 16**

Irrespective of the provisions of this contract, the parties are jointly liable for damages caused by processing that is not compliant with GDPR in the external relationship with the data subjects.

Within the internal relationship, the parties are liable, irrespective of the provisions of this contract, only for damages that came about within their own respective sphere of influence.