**Data sharing agreement for TESSy data**

**Chapter 1: Purpose of the agreement**

1. This Data Sharing Agreement ("Agreement") is concluded between the European Centre for Disease Prevention and Control ("ECDC"), acting as the data controller under Regulation 2018/1725 (“EUDPR”) and **(name of the person signing the agreement),**  **representing (name of the entity entering into the agreement) [[1]](#footnote-1)**, (“Data recipient”), acting as a separate data controller for the purpose of receiving personal data and processing it for reasons of public interest in the area of public health in accordance with the request submitted to ECDC on [*date of receipt of the request*] and as reviewed by ECDC (“the Request”) .
2. In virtue of the Agreement, ECDC makes available pseudonymised personal data from The European Surveillance System (TESSy) to the Data recipient.
3. The Data recipient shall act as data controller with respect to any processing operation on the personal data that it receives from ECDC (“the TESSy data”).
4. The transfer of the TESSy data is subject to the Data recipient’s commitment to the obligations set out in Chapter 2 of this Data Sharing Agreement.

**Chapter 2: Obligations of the Data recipient**

1. *Option 1: The Data recipient is based in the EU/EEA[[2]](#footnote-2):* The TESSy data shall be processed in compliance with the General Data Protection Regulation (Regulation (EU) 2016/679) and with the applicable Member State law.

*Option 2: The Data recipient* *is based in a third country for which the Commission has issued an adequacy decision[[3]](#footnote-3):* The TESSy data shall be processed in compliance with the national legislation applicable to the Data recipient that is reflected in the relevant adequacy decision issued by the European Commission.

1. The Data recipient shall process the TESSy data solely for the purposes described in the Request.
2. The Data recipient shall take appropriate technical and organisational measures to ensure the security, confidentiality and integrity of the TESSy data.
3. The Data recipient shall ensure that persons authorised to process the TESSy data on the Data recipient’s behalf have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.
4. When entrusting processing operation on the TESSy data to a processor, the Data recipient shall ensure that the processor acts in accordance with the requirements of Chapter IV of the GDPR.
5. The Data recipient shall not carry out any onward transfer to additional recipients located in third countries unless the Data recipient, as data controller, determines that the legislation in the third country where the further recipient is located offers a level of protection of personal data that is equivalent with the level of protection provided by the GDPR.
6. In the event of a personal data breach affecting the TESSy data, the Data recipient shall inform ECDC within 36 hours from the discovery of the breach. The Data recipient shall also be responsible for informing the data subjects and its supervisory authority in accordance with the applicable legislation.
7. The Data recipient shall ensure that data subjects are informed of the processing operations carried out by the Data recipient and of the data subjects’ rights according to the applicable data protection legislation.
8. The Data recipient shall assist ECDC to fulfil its legal obligations under Regulation 2018/1725.
9. The Data recipient shall be liable for its own actions and any failure to comply with the obligations set out in this Agreement, as well as for any failure to comply with the applicable data protection legislation.

**Chapter 3: Entry into force, applicable law**

1. This Agreement enters into force with the signature of the Data recipient and once ECDC has made the TESSy data available. It shall remain in force for the duration of sharing personal data between the parties. ECDC may terminate this Agreement immediately in writing if the Data recipient is in breach of any of its obligations under this Agreement. In any case, the Data recipient shall delete the TESSy data at the expiration of the period indicated in the request for access.
2. The courts of Stockholm shall have exclusive jurisdiction over any dispute regarding the interpretation, application or validity of the Agreement. European Union law, complemented where necessary by Swedish substantive law shall apply.

[Data recipient[[4]](#footnote-4)]:

[Insert name, signature and date]

1. Please include the name of the individual signing the agreement and of the entity of affiliation. Please note that the Data sharing agreement must be signed on behalf of the legal entity that becomes separate data controller (the Data recipient). It cannot be signed by individuals in their personal capacity. The signatory of the Data sharing agreement must have the power to sign the agreement on behalf of the Data recipient. [↑](#footnote-ref-1)
2. If the Data recipient is based in the EU/EEA, delete the part in blue and then delete all the text in the paragraph below (“Option 2….European Commission”). [↑](#footnote-ref-2)
3. If the data recipient is based in a third country for which the Commission has issued an adequacy decision, delete the part in blue and then delete the paragraph above (“Option 1…Member State law”) [↑](#footnote-ref-3)
4. Insert the name of the legal entity entering into the agreement [↑](#footnote-ref-4)