



Sample Contract Appendix

Joint Controller Arrangement within the meaning of section 26 of the General Data Protection Regulation (GDPR)

Instructions for Use:

This sample contract appendix is limited to the legally prescribed content pursuant to Section 26 GDPR..

Some parts of the Arrangement contain alternative wordings, options and room for possible additions. These are marked as follows:

- alternative regulations are marked with the term "ALTERNATIVE:" and are each highlighted in blue.
- optional regulations and supplementary options are marked with the term "OPTIONAL:" and are highlighted in grey.

Additional information on the regulations can be found at the appropriate place in the footnotes.

Subject to non-deviation from and/or the non-amendment of this Arrangement, the parties are free to extend additional agreements beyond what is mandatory here under Section 26 GDPR, e.g. to include provisions on liability. IMPORTANT: Additional agreements or an extension shall at no time have a binding effect on the other parties to the JCA insofar as they are not contracting parties to the special arrangement.

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Guidance on Joint Controllership

Notes on Joint Controllership

- Classification of the extent to which joint controllership exists is determined based on the circumstances of each individual case.
- The decisive aspect is the factual decision on the purposes and means of processing personal data.
- In particular, in the case of joint decision-making over the data processing or concrete possibilities to influence the data processing, whereby these do not have to be of equal importance and can also only cover individual phases of the processing (e.g. the collection of data).

Control questions - If you answer "yes" to at least one question joint controllership may be considered.:

- Do you and at least one other party involved make de facto/in fact joint decisions about the purposes and means of processing personal data? Do you and at least one other party involved jointly determine / influence the purposes and means of the processing?
- Do you and at least one other party decide which data are processed? Do you and another party have influence over which data are processed?
- Do you and at least one other party involved decide for which purpose(s) personal data are processed? Do you and at least one other party involved have any influence on the purpose / purposes for which personal data are processed?
- Do you and at least one other involved party decide which users and user data will be affected by the processing? Do you and at least one other involved party have any influence on which users and user data will be affected by the processing?
- Do you and at least one other involved party decide whether and, if so, to whom the personal data processed will be disclosed / transferred? Do you and at least one other party involved have any influence on whether and, if so, to whom the personal data processed will be disclosed / transferred?
- Do you and at least one other involved party decide how long the personal data is processed/stored? Do you and at least one other party involved have any influence on how long the personal data is processed/stored?
- Do you yourself have an interest in the processing of the personal data? Do you obtain a benefit from the processing?
- Do decisions about means and purposes of the involved parties complement each other?
- Is the processing not possible without the participation / the influence of a party? Are the contributions of the parties to the processing inseparable / inextricably linked?

Appendix ¹

Joint Control Arrangement

Agreement between Joint Controllers

further to Section 26 GDPR

This Agreement sets out the responsibilities between the operator of the digital offer ("PUBLISHER") and [OPTIONAL: the Advertiser/Agency (hereinafter: collectively referred to as "ADVERTISER") and the Marketer (if used by the PUBLISHER for the marketing of the digital offers) and] the [OPTIONAL²: PARTNERS listed in Appendix 1 to this Agreement for joint data processing further to Article 26 of the GDPR as described below, each with legal effect between the Parties. In this connection the Interactive Advertising Bureau Europe A.I.S.B.L. (hereinafter "IAB Europe") does not process any personal (user) data - either itself or by means of or jointly with the PUBLISHER, of the Parties - and is not designated a responsible party within the meaning of Section 4 No. 7 GDPR.

1. Purposes and Legal Bases of Processing

The purposes and respective legal bases for the processing of personal data on the digital offers by the PUBLISHER [ALTERNATIVE 1: are defined jointly by the PUBLISHER [OPTIONAL: /and marketer, the ADVERTISERS] and the respective PARTNER further to the illustrations in the consent and objection management of the digital offer (so-called Consent Management Platform, "hereinafter "CMP"). [OPTIONAL: by way of clarification, the target group segmentation is not subject to joint processing]. [ALTERNATIVE 2: are defined in Appendix 1 to this Agreement] [ALTERNATIVE 3: consist solely in enabling the collection of data by the PARTNERS on the digital offers of the PUBLISHER for the data processing operations defined by the PARTNERS in the illustrations in the consent and objection management of the digital offer (so-called Consent Management Platform, "hereinafter "CMP")]] (hereinafter "COMMON PURPOSES").

2. Means of Processing

- 2.1 The personal data of users of the digital offer is processed via the online advertising technology [OPTIONAL: of the PUBLISHER and/or the Marketer and the integration Technical Systems of the PARTNERS] integrated into the digital offer.
- 2.2 The online advertising technologies [OPTIONAL: and the technical systems of the PARTNERS], enables the PARTNERS to store cookies or similar technologies on the user's end device; these enable access to or storage of information on the end device for the specified COMMON PURPOSES. [OPTIONAL: Define further means, e.g. it also enables the PARTNERS to perform cookie matching.]
- 2.3 Cookies are small files that the browser stores on the end device in a designated directory. Among other things, they may be used to determine whether a website has already been visited. Many cookies contain a so-called cookie ID. A cookie ID is a unique identifier of the cookie. It consists of a string of characters by which websites and servers may be assigned to the specific internet browser in which the cookie was stored. This enables the PARTNERS to distinguish the individual browser from other internet browsers that contain other cookies. A specific internet browser can be recognised and identified via the unique cookie ID. Cookies cannot identify the user as a person without additional information.
- 2.4 When using apps, a technology of comparable function is used instead of the cookie, such as the operating system-specific advertising ID, Vendor ID or a randomly generated user ID.

¹ The JCA may be attached as an appendix to each main contract.

² Only include this addendum if the agreement is attached as an appendix to the main contract and as long as the agreement is not yet part of the TCF policies.

3. Function and Relationship vis-à-vis Data Subjects

- 3.1 The PUBLISHER enables the data subject to use the digital offer. At the beginning of the use process, the data subject is given the opportunity to determine the scope of the processing of personal data and the access to or storage of information on their end device by making the appropriate settings in the digital offering.
- 3.2 The data subject has the opportunity at any time to revoke consent given by him/her in the settings in the digital offer or to object to the processing of personal data.
- 3.3 Depending on the settings of the data subject in the digital offer, technical signals are sent to the PARTNERS [OPTIONAL: the Marketer and the ADVERTISERS] about the existence of the legal basis for processing the personal data of the data subject.

4. Scope of Joint Controllership

The SUPPLIERS shall each be jointly responsible with the PUBLISHER [OPTIONAL: the Marketer and the ADVERTISERS] for processing personal data to the extent that the PUBLISHER provides the respective SUPPLIER [OPTIONAL: and ADVERTISERS] with the [ALTERNATIVE 1: processing of personal data of users of the digital offer in accordance with this Agreement] via the integration of the online advertising technologies [OPTIONAL: of the PUBLISHER and/or the Marketer] into the digital offer. [ALTERNATIVE 2: Collection of personal data from users of the digital offer in accordance with this Agreement and [to be completed accordingly, e.g. and cookie matching]]. [ALTERNATIVE 3: Collection of Personal Data from users of the digital offer in accordance with this Agreement], including for its own purposes (hereinafter "JOINT PROCESSING").

5. Duties of the PUBLISHER

- 5.1 The PUBLISHER undertakes to inform the users of the digital offer about the type, scope and purpose of the JOINT PROCESSING of personal data as well as their rights as data subjects further to Section 13 GDPR and Section 13 of the German Telemedia Act (TMG). The PUBLISHER also undertakes to provide the users of the digital offer with additional information further to Section 26 GDPR.
- 5.2 The PUBLISHER undertakes to provide the users of the digital offer with [ALTERNATIVE 1³: Consent and objection management of the digital offer (the so-called Consent Management Platform, "hereinafter "CMP")]. [ALTERNATIVE 2⁴: CMP] to the users of the digital offer at any time, by means of which the user of the digital offer may at any time make the required settings further to Section 3.1 of this Agreement or amend them further to Section 3.2.
- 5.3 The CMP must be certified with active status at the Transparency & Consent Framework (TCF 2.0) of the IAB Europe.
- 5.4 The PUBLISHER undertakes to map the PARTNERS and the JOINT PURPOSES, including legal bases of JOINT PROCESSING in the CMP.
- 5.5 The PUBLISHER shall respond to any enquiry concerning data subjects received by the PUBLISHER and relating to the joint PROCESSING of personal data within the statutory time limits. [OPTIONAL: On request, the PUBLISHER shall, to the extent permitted by law, provide the MARKETER with information on the response to an enquiry concerning data subjects without undue delay].

[OPTIONAL:

- 5.6 The PUBLISHER shall observe the requirements of the TCF 2.0 Policies when operating the CMP. In particular, this includes the TCF 2.0 Consent String being processed and provided as specified in the TCF 2.0 Policies.
- 5.7 The PUBLISHER shall indicate the consent and/or objections of the users to the PARTNERS by means of the TCF 2.0 Consent String via the CMP.

³ This alternative only if the CMP is not yet defined in Clause 1 of the agreement.

⁴ This alternative only if the CMP has already been defined in Clause 1 of the agreement.

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5.8 The PUBLISHER shall not register itself with the IAB Europe for the purpose of using the TCF 2.0 Framework. The Parties therefore agree that the TCF 2.0 Policies shall be binding in the context of JOINT PROCESSING between the Parties.]

[OPTIONAL:

5.9 If the PUBLISHER receives a complaint, notice or statement from a supervisory authority relating directly or indirectly to JOINT PROCESSING or possible non-compliance with data protection rules, the PUBLISHER shall immediately forward the complaint, notice or statement to the Marketer to the extent permitted by law. Responses to the Authority in this regard shall be coordinated with the Marketer to the extent permitted by law.]

6. Duties of the PARTNERS [OPTIONAL: and ADVERTISERS].

6.1 The PARTNERS [OPTIONAL: and ADVERTISERS] each undertake to provide the PUBLISHER [OPTIONAL: /Marketer] with the information necessary in order to comply in a timely manner with the information obligations in No. 5.1 and requests for information in No. 5.5 in each case relating to their JOINT PROCESSING.

6.2 [OPTIONAL: The PARTNERS undertake to observe the respective TCF 2.0 Consent String. This will be provided by the respective CMP on the PUBLISHER's digital offer so that it can be read and processed by the PARTNERS in real time.] The SUPPLIERS shall ensure that personal data of the data subject are processed only if the legal basis jointly determined in accordance with Section 1 of this Agreement exists and a corresponding signal has been sent to the SUPPLIER. The same applies to the retrieval or storage of information on the end device of the data subject.

6.3 The PARTNERS undertake to immediately cease JOINT PROCESSING in the event that the legal basis [OPTIONAL: and corresponding signal] ceases to exist.

6.4 The SUPPLIERS undertake to implement requests for deletion from data subjects immediately after becoming aware of them and to inform the PUBLISHER [OPTIONAL: /Marketer] of these.

6.5 SUPPLIERS shall ensure that they are listed on the Global Vendor List (the "GVL") with a valid Vendor ID. All SUPPLIERS shall also ensure that they have deposited their respective current data protection provisions on the GVL by means of a link.

6.6 All SUPPLIERS shall maintain a list of the cookie domains (domains under which the cookies are stored or read) used by them and make these available to the PUBLISHER [OPTIONAL: /Marketer] on request.

[OPTIONAL:

6.7 The Parties undertake to deliver the TCF 2.0 Consent String unaltered and error-free.]

[OPTIONAL:

6.8 The PARTNERS initiating the respective cookie matching shall, by means of suitable technical and organisational measures, undertake to ensure that other PARTNERS involved in the cookie matching process cannot match their respective user IDs with each other (Privacy by Design).]

[OPTIONAL:

7. Duties of the Advertisers

The ADVERTISER is required to provide its programming codes in accordance with the technical specifications of the TCF 2.0 Framework and to comply with the TCF 2.0 Policies. In particular, the ADVERTISER is required to ensure that the programming code is provided in such a way that the TCF 2.0 Consent String can be processed and forwarded without errors.]

[OPTIONAL:

8. Duties of the Marketer

OPTION 1: The marketer is registered with the TCF 2.0 Framework and is bound accordingly.]

OPTION 2: The marketer will not register itself with the TCF 2.0 Framework when collecting or processing personal data on the digital offers of the PUBLISHER. It will integrate its own programming codes (scripts and/or SDKs) or

those of PARTNERS into the digital offers of the PUBLISHER via its online advertising system. Since the PARTNERS have undertaken to comply with the TCF 2.0 Policies, the Marketer also undertakes to comply with the TCF 2.0 Policies in the context of JOINT PROCESSING with the PARTNERS.]

7.5 Reporting and Notification Obligations

- 7.1 In the event of a personal data breach, the PUBLISHER for JOINT PROCESSING shall fulfil the necessary notification and reporting obligations further to Section 34 of the GDPR concerning the data subject in question.
- 7.2 Insofar as the infringement has not occurred within the sole area of responsibility of the PUBLISHER, the PARTNER in whose area of responsibility the infringement has occurred shall provide the PUBLISHER in good time with the information required to fulfil the statutory reporting and notification obligations.
- 7.3 The information to be provided shall also include the information listed in Section 33(3) GDPR. If and insofar as the information cannot be provided at the same time, the respective party concerned may provide this information step-by-step without undue further delay.

8. Data Protection Impact Assessment

Each party shall, on its own responsibility, carry out a data protection impact assessment required under Article 35 of the GDPR for JOINT PROCESSING.

9. Further Obligations

- 9.1 Further to Section 30(1) GDPR, each Party shall include JOINT PROCESSING in its processing directory. The Parties shall provide each other with the information necessary for the inventory of processing activities further to Article 30(1) of the GDPR. *OPTIONAL: The Parties shall on request, also provide each other free of charge with the extract of their processing directory relating to JOINT PROCESSING.*
- 9.2 In the event of a breach of the protection of personal data within the meaning of Section 4 (12) of the GDPR in relation to the JOINT PROCESSING, the respective party concerned shall fulfil the necessary notification obligations further to Section 33 of the GDPR vis-à-vis the competent data protection authority.
- 9.3 Each Party shall implement and maintain the necessary technical and organisational measures for ensuring an adequate level of protection of personal data which at all times at least complies with the requirements of Article 32 GDPR and shall document this in an appropriate manner. *OPTIONAL: The Parties shall provide such documentation to the other Party upon request.*
- 9.4 Each Party shall provide reasonable assistance to the other Party in the performance of its obligations under this Agreement. In particular but not exclusively, each Party shall provide the other Party with information without undue delay if the requesting Party requires the information in order to fulfil its obligations under data protection law.
- 9.5 If a Party becomes aware of a breach of any provision of this Agreement or of the protection of personal data in relation to JOINT PROCESSING, it shall immediately notify the Party or Parties concerned. The same shall apply in the event of a breach of the provisions of the TCF Policies.

10. Data Transfer to Third Countries

ALTERNATIVE 1: The parties make clear that the PUBLISHER will transfer no personal data to a third country as part of the JOINT PROCESS if the PARTNER [OPTIONAL: marketer and/or ADVERTISER] collects the personal data of the users of the digital offer directly, e.g. through a pixel, on the online offer of the PUBLISHER. No data shall be transferred.]

ALTERNATIVE 2: [OPTIONAL: The Parties make clear that the PUBLISHER will transfer no personal data to a third country as part of JOINT PROCESSING if the PARTNER [OPTIONAL: marketer and/or ADVERTISER] collects the personal data of the users of the digital offer directly (e.g. through a pixel) on the online offer of the PUBLISHER]. SUPPLIERS are responsible for ensuring that in the event of a data transfer, the technologies they use process the

⁵ If OPTIONAL regulations are included in the agreement, the clauses of the agreement shall be adapted accordingly.

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personal data either solely in a Member State of the European Union ("EU") or in another Contracting State to the Agreement on the European Economic Area ("EEA"). Any processing of personal data in countries without an adequate level of data protection (hereinafter "third country") requires that the legal requirements for data exports to third countries under applicable law are met. This shall apply accordingly if the PARTNER commissions processors in third countries to process the personal data.

Where personal data are transferred by the SUPPLIER to a third country, the SUPPLIER shall in particular provide appropriate safeguards in accordance with Section 46 GDPR and provide the data subject with enforceable rights and effective remedies].

[ALTERNATIVE 3:

10.1 [OPTIONAL: The parties make clear that the PUBLISHER will not transfer any personal data to a third country within the framework of the JOINT PROCESS if the PARTNER [OPTIONAL: marketer and/or ADVERTISER] collects the personal data of the users of the digital offer directly (e.g. through a pixel) on the online offer of the PUBLISHER]. If data are transferred to a third country or to a party or international organisation established in a third country, the "Standard Contractual Clauses for the Transfer of Personal Data from the Community to Third Countries ("Transfer between Data Controllers")" (hereinafter "**Standard Contractual Clauses**") [OPTIONAL: and the additional safeguards defined therein for the relevant Vendor as a result of a Transfer Risk Assessment] shall apply to the relevant party to this Agreement.

10.2 The description of the transmission (Appendix B of the standard contractual clauses) is shown in the CMP.

10.3 The PARTNER shall designate a point of contact for enquiries regarding the processing of personal data (see Section II (e) of the Standard Contractual Clauses) and shall publish this in a suitable place for users of the digital offer.

10.4 The principles in Appendix A of the Standard Contractual Clauses apply to the data processing.

10.5 The relevant PARTNER shall inform the PUBLISHER PROMPTLY if it has reason to fear that it will no longer be able to comply with the level of protection of the GDPR.]

[ALTERNATIVE 1 and 2:

11. Entry into Force of the Agreement

[ALTERNATIVE 1 ⁶:

This Agreement is an integral part of the Transparency & Consent Framework (TCF). By registering in the TCF, the PARTNER (also referred to as "**Vendor**" in the TCF) acknowledges and accedes to this Agreement.

PUBLISHERS shall become a party to this Agreement by signing the applicable Principal Agreement [OPTIONAL: with the Marketer.]

[ALTERNATIVE 2:

PUBLISHERS shall become parties to this Agreement on signing the contract with the Marketer to which this Agreement is appended. The PARTNERS and ADVERTISERS will become party to this Agreement (hereinafter: "**accession**") by signing the accession Form (see **Appendix 2**). Since this Agreement is concluded with the same wording between the Marketer and a large number of PUBLISHERS, all PUBLISHERS with whom the Marketer has concluded this Agreement are listed in **Appendix 3a**. Furthermore, all PARTNERS and ADVERTISERS are listed in **Appendix 3b** (hereinafter **Appendices 3a and 3b** and also referred jointly to as the "**LIST**"). The Marketer shall coordinate the creation and maintenance of the LIST and shall make it available to the Partners. The accession refers to all agreements listed in **Appendix 3b**.

The acceding parties shall be given a copy of this Agreement prior to declaration of accession. All parties agree to the disclosure of this Agreement for this purpose.]]

⁶ Select this Alternative 1 only if the agreement has become part of the TCF policies and the TCF vendors accede to this Agreement according to the policies of this Agreement.

[ALTERNATIVE 3⁷ :

The Agreement shall enter into force upon commencement of the Joint Processing between the PUBLISHER and the other party to this Agreement.]

12. Term of this Agreement

This Agreement shall automatically terminate for the respective party in each case upon termination of JOINT PROCESSING.

[OPTIONAL:

13. Liability

*By way of deviation from or in addition to the provisions on liability listed in Article 82(2) of the GDPR, the Parties agree on the provision on internal liability listed in **Appendix 4**.*

[ALTERNATIVE 3⁸ :

for the PUBLISHER:

(signature)

OPTIONAL: for the marketer:

(Signature)]

for the PARTNER (1):

(signature)

for the PARTNER (...):

(signature)

OPTIONAL: for the ADVERTISER (1):

(signature)

for the for the ADVERTISER (...):

(signature)]

⁷ If Alternative 3 is selected, the respective signature lines for the parties would need to be included at the end of the Agreement.

⁸ Addition to Variant 3 of the entry into force of this Agreement: in each case, the Agreement shall enter into force at the start of JOINT PROCESSING between the PUBLISHER and the respective other Party.

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Appendix 1

on the Agreement between Joint Controllers

further to Section 26 GDPR

- [Preamble OPTIONAL: **PARTNER &**] [No. 1: **ALTERNATIVE 2**: **JOINT PURPOSES**] -

[Preamble: OPTIONAL

PARTNERS

Partners to this Agreement are:

[Company, address, Vendor ID, link to DSE].

[Company, address, Vendor ID, link to DSE].

[Company, address, Vendor ID, link to DSE].

[Company, address, Vendor ID, link to DSE].

[...]

[Number 1: **ALTERNATIVE 2**:

COMMON PURPOSES

The Parties shall jointly determine the purposes further to the TCF 2.0 Purposes and the respective legal bases of the **JOINT PROCESSING** as follows:

Mark with a cross where applicable	Purposes	Legal Basis	
		Consent	Legitimate Interests
<input type="checkbox"/>	Storing and/or Retrieving Information on a Device: Subject to the user's consent, information such as cookies and device identifiers will be stored on or accessed from the device for the processing purposes indicated to the user.	<input type="checkbox"/>	
<input type="checkbox"/>	Selection of Simple Displays <ul style="list-style-type: none">- real-time information on the context in which the advertisement will be presented and used, including information on the content environment and the device used, such as device-type and functions, browser identifier, URL, IP address;- the approximate location data of a user (rough location determination with a radius of at least 500 metres will be used);- the frequency of the display "fade-ins" will be regulated;- the order of the display "fade-ins" will be regulated;- advertisements will be prevented from being displayed in an unsuitable editorial environment (fire-unsafe). In particular, the creation of a personalised advertisement profile for the selection of future advertisements is excluded from the above.	<input type="checkbox"/>	<input type="checkbox"/>

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<input type="checkbox"/>	<p>A Personalised Advertisement Profile</p> <p>Information will be collected about users, including their activities, interests, visits to websites or use of applications, demographic information or location, in order to create or edit a user profile for personalising advertisements.</p>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<p>Selecting Personalised Advertisements</p> <p>Personalised advertisements will be selected on the basis of a user's profile or other historical use data, including past activity, interests, visits to websites or app use, location or demographic information.</p>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<p>Creating a Personalised Content Profile</p> <p>Information will be collected about a user, including their activities, interests, visits to websites or use of applications, demographic information or location, in order to create or edit a user profile for personalising content.</p>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<p>Selecting Personalised Content</p> <p>An existing user profile or other historical use data, including past activities, interests and visits to websites or app use, location or demographic information, will be processed in order to select content for the user based on this information.</p>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<p>Measuring Advertisement Performance</p> <p>The following will be measured:</p> <ul style="list-style-type: none"> - whether and how advertisements were displayed to a user and how the user interacted with them; - whether an advertisement is displayed in an unsuitable editorial environment (fire-unsafe); <p>Reports will be provided</p> <ul style="list-style-type: none"> - on advertisements, including their effectiveness and performance; - about users' interaction with advertisements, using data measured during the user's interaction with that advertisement; - for service providers on the advertisements displayed on their services; <p>The percentage frequency at which the advertisement could have been perceived, including the duration (advertising perception chance), will be determined.</p>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<p>Measuring Content Performance</p> <p>Measurements will be taken and reports prepared on how content has been delivered to users and how they have interacted with it. Reports will also be prepared on directly measurable or already-known information from users who have interacted with the content.</p>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<p>Using Market Research to Gain Insights into Target Groups</p> <p>The following will be provided:</p> <ul style="list-style-type: none"> - aggregated reports for advertisers or their representatives on the target groups reached by their advertisements and which target groups are gained on the basis of survey panels or similar methods; - aggregate reports for service providers on the audiences reached or interacted with by the content and/or advertisements on their services and which audiences are identified through survey panels or similar methods; <p>Offline data will be assigned to an online user for market research purposes in order to gain insights into target groups insofar as providers have declared that they will match and merge offline data sources (Further Processing Option 1).</p>	<input type="checkbox"/>	<input type="checkbox"/>

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<input type="checkbox"/>	Developing and Improving Products Information will be used to improve their existing products using new features, develop new products and create new computational models and algorithms using machine learning.	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Selecting Personalised Content; Merging with Offline Data Sources	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Linking Different Devices	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Receiving and Using Automatically-Transmitted Device Properties for Identification	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Using Accurate Location Data	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Actively Querying Device Properties for Identification	<input type="checkbox"/>	<input type="checkbox"/>

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[No. 11: ALTERNATIVE 2

Appendix 2

on the Agreement between Joint Controllers

further to Section 26 GDPR

- Membership Forms -]

- Membership Form for TCF 2.0 Vendors -

to the JCA

between

[Company, address marketer]

Hereinafter: "the Marketer",

and

the **Publishers** listed in Section 1 of this Membership Form

and

the **vendors** and **advertisers** listed under No. 1

and

the hereby acceding

[Company, Address Vendor]

Hereinafter: "the TCF 2.0 Vendor".

1. By signing this accession form, the TCF 2.0 Vendor declares its accession to the agreements between joint controllers between the Marketer and the Publishers listed in the following list <https://xxx> (**Appendix 3a**) as well as the TCF 2.0 Vendors and Advertisers who have already acceded and listed in the list <https://xx> (**Appendix 3b**). The TCF 2.0 Vendor accedes to the agreements between joint controllers in the "role(s)" marked below:
 - SSP
 - DSP
 - DMP
 - Verification Tools
 - AdServer
 - Header Bidding Provider
 - Advertising Identity Provider
2. The TCF 2.0 Vendor declares that it has received a copy of the agreements between joint controllers.
3. By acceding to the agreements between the joint controllers, the TCF 2.0 Vendor acknowledges as binding all rights and obligations of the PARTNER under the Agreements between the joint controllers.
4. The TCF 2.0 Vendor designates the following contact person for queries on the subject of the agreements between joint controllers.

Name: _____

Position: _____

Email: _____

Phone: _____

Signature:

Name:

Date/Place

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- Membership Form for Advertisers -

to the JCA

between

[Company, address marketer]

Hereinafter: "the **Marketer**",

and

the **Publishers** listed under No. 1 of this Appendix

and

the **Vendors** and **Advertisers** listed under No. 1

and

the hereby acceding

[Company, address advertiser]

Hereinafter: "the **Advertiser**".

1. By signing this membership form, the Advertiser declares its accession to the agreements between joint controllers between the Marketer and the Publishers listed in the list <https://xxx> (**Appendix 3a**) as well as the TCF 2.0 Vendors and Advertisers who have already acceded (**Appendix 3b**) and who are listed in the list <https://xxx>.
2. By acceding to the Agreements between joint controllers, the Advertiser acknowledges as binding all rights and obligations of the ADVERTISER under the Agreements between joint controllers.
4. The advertiser designates the following contact person for queries on the subject of the agreements between joint controllers.

Name: _____

Position: _____

Email: _____

Phone: _____

Signature:

Name:

Date/Place

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[No. 11: ALTERNATIVE 2

Appendix 3a

on the Agreement between Joint Controllers

further to Section 26 GDPR

- List of PUBLISHERS -]

No.	Publisher Name	Address	Status
1	Publisher 1	Address 1	acceded
2	Publisher 2	Address 2	acceded
3	Publisher 3	Address 3	acceded
4	Publisher 4	Address 4	acceded
5	Publisher 5	Address 5	acceded
6	Publisher 6	Address 6	acceded
7	Publisher 7	Address 7	acceded
8	Publisher 8	Address 8	acceded
9	Publisher 9	Address 9	acceded
10	Publisher 10	Address 10	acceded
11	Publisher 11	Address 11	acceded
12	Publisher 12	Address 12	acceded
13	Publisher 13	Address 13	acceded
14	Publisher 14	Address 14	acceded
15	Publisher 15	Address 15	acceded
16	Publisher 16	Address 16	acceded
17	Publisher 17	Address 17	acceded
18	Publisher 18	Address 18	acceded
19	Publisher 19	Address 19	acceded
20	Publisher 20	Address 20	acceded
21	Publisher 21	Address 21	acceded
22	Publisher 22	Address 22	acceded
23	Publisher 23	Address 23	acceded
24	Publisher 24	Address 24	acceded
25	Publisher 25	Address 25	acceded
26	Publisher 26	Address 26	acceded
27	Publisher 27	Address 27	acceded
28	Publisher 28	Address 28	acceded
29	Publisher 29	Address 29	acceded
30	Publisher 30	Address 30	acceded
31			
32			
33			

Sample Contract Appendix

[No. 11: ALTERNATIVE 2

Appendix 3b

on the Agreement between Joint Controllers

further to Section 26 GDPR

- List of PARTNERS and ADVERTISERS -]

iab TCF 2.0 Vendor ID	Partner / Advertiser	Address	Category	Status
1	Partner 1	Address 1	Adserver	acceded
2	Partner 2	Address 2	Adserver	acceded
3	Partner 3	Address 3	Adserver	acceded
4	Partner 4	Address 4	Data Management Platform	acceded
5	Partner 5	Address 5	Demand-Side Platform	acceded
6	Partner 6	Address 6	Demand-Side Platform	acceded
7	Partner 7	Address 7	Demand-Side Platform	acceded
8	Partner 8	Address 8	Demand-Side Platform	acceded
9	Partner 9	Address 9	Demand-Side Platform	acceded
10	Partner 10	Address 10	Supply-Side Platform	acceded
11	Partner 11	Address 11	Supply-Side Platform	acceded
n.a.	Advertiser 1	Address 1	Advertiser / Agency	acceded
n.a.	Advertiser 2	Address 2	Advertiser / Agency	acceded
n.a.	Advertiser 3	Address 3	Advertiser / Agency	acceded
n.a.	Advertiser 4	Address 4	Advertiser / Agency	acceded
n.a.	Advertiser 5	Address 5	Advertiser / Agency	acceded
n.a.	Advertiser 6	Address 6	Advertiser / Agency	acceded
n.a.	Advertiser 7	Address 7	Advertiser / Agency	acceded
n.a.	Advertiser 8	Address 8	Advertiser / Agency	acceded
n.a.	Advertiser 9	Address 9	Advertiser / Agency	acceded
n.a.	Advertiser 10	Address 10	Advertiser / Agency	acceded

[Digit 13: OPTIONAL

Appendix 4

on the Agreement between Joint Controllers

further to Section 26 GDPR

- Internal Liability -]



LEGAL

Sample Contract Appendix Joint Controller Arrangement

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Contact	Christian Dürschmied, Referent Data Protection & Privacy, duerschmied@bvdw.org
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Bundesverband Digitale Wirtschaft (BVDW) e.V.
Schumannstraße 2, 10117 Berlin
+49 30 2062186 - 0, info@bvdw.org, www.bvdw.org