Medical University of Graz
Institute for Medical Informatics, Statistics and Documentation
Neue Stiftingtalstraße 6
A-8010 Graz
E-Mail: office@randomizer.at

Randomizer: Trial Registration

Trial	Name: _____ *(according to field „Name" in the Randomizer)* Sponsor: Commercial Academic Expected Number of Randomizations: _____ Expected Duration (months): ___
Billing Address *(to be stated on the invoice)*	
Delivery Address *(to which invoices are sent)*	
Payment Method	Bank Transfer Visa MasterCard
Preferred Remittance	quarterly semi-annually annually Other: _____ *(for further invoices exceeding the included quantity of randomizations)*
Contact for Administrative Purposes	Name: _____ Phone: _____ E-Mail: _____
Remarks	

The above information is, to the best of the signatory's knowledge, correct and complete.

The terms and conditions are binding and are accepted by the authorized signatory.

....
City, Date

....
Signature

Name: _____

Title/Position: _____

Agreement
on
Processing of Personal Data
on Behalf of a Controller
in Accordance with Article 28 GDPR

Revised on 2023-11-21

The **Controller:**	The **Processor:**
[NN] [Address]	**Medical University of Graz** **Institute for Medical Informatics, Statistics and Documentation** Neue Stiftingtalstraße 6 A-8010 Graz Austria

(1)　This agreement is to be considered as an annex to the Terms and Conditions for the "Randomizer" data application. The subject of this contract processing is the randomization of trial subjects of the trial named in the Trial Registration Form.

Contract Processing shall include the following categories of personal data:

- Contact details of the study personnel registered with the "Randomizer" data application at www.randomizer.at,
- Billing data for the trial,
- Subject data, if the subjects are natural persons.

Categories of data subjects affected:

- Study personnel,
- Study subjects.

(2)　Processor shall process data on behalf of Controller only within the scope of the statement of work and the instructions issued by Controller.

(3)   Processor warrants that any person entitled to process data on behalf of Controller has undertaken a commitment to secrecy or is subject to an appropriate statutory obligation to secrecy. All such secrecy obligations shall survive the termination or expiration of such Contract Processing. The obligation to secrecy applies to natural persons as well as legal entities and communities of persons. The Processor warrants that he has informed all persons involved in the service of the consequences of a breach of data secrecy before commencing work.

(4)   Processor is responsible for ensuring that his employees and agents are adequately informed of the provisions of this agreement that apply to them.

(5)   Processor shall use subcontractors outside of Medical University of Graz as further processors on behalf of Controller only where approved in advance by Controller. Where Processor entrusts subcontractors, Processor shall be responsible for ensuring that Processor's obligations on data protection resulting from the Agreement and this exhibit are valid and binding upon subcontractor.

(6)   All data processing activities are performed exclusively within the EU/the EEA.

(7)   Processor warrants that he has taken adequate and appropriate organizational, physical, technical and administrative security measures to prevent Controller's data from being used improperly or made available to unauthorized third parties (unauthorized third parties are natural or legal persons whose activities are not attributable to Processor according to point 5 of this agreement or who are not subject to any contractual obligation within the meaning of point 3 of this agreement by the Processor). The security measures include firewalls, data encryption, physical access restrictions to data centers, and authorization controls for access to data. While Processor is dedicated to securing its systems and services, the study personnel is responsible for securing and maintaining the privacy of their password(s) and account registration information and verifying that the personal data Processor maintains about them is accurate and current. Controller is also responsible for the organizational, physical and technical security of the IT systems used by Controller.

(8)   Controller is informed that, for the contract processing covered in this agreement, Controller shall maintain a record of processing activities according to Article 30 GDPR. Controller is responsible for checking whether such record is required.

(9)   Processor maintains technical and organizational measures to support Controller in fulfilling data subjects' requests and claims, as detailed in chapter III of the GDPR (in particular the right to information, the right to correction or deletion and the right to rescission), within the legal time limits applicable to Controller and shall provide Controller with all information necessary for this purpose.

(10)   Processor shall notify Controller, without undue delay, of any suspected violations of contractual or statutory issues related to data protection, in particular suspicions of data breach, or other irregularities in connection with Controller's data and of investigations, controls and measures by the supervisory authority(ies).

(11)   Where Controller's data becomes subject to an official enquiry, Processor shall - if legally permissible - inform Controller thereof and refer the authority to Controller.

(12)   Controller and third parties authorized by him are granted the right to inspect and control the data processing facilities of Processor with regard to the processing of the data provided by Controller. Processor shall provide Controller with the information necessary to monitor compliance with the obligations set out in this Agreement.

(13)   This Agreement ends with the removal of the trial from the database of the data application.

(14)   It is Controller's responsibility and discretion to remove completed or discontinued trials from the data application's database.

(15)   This Agreement shall be adapted to any changes to the Privacy Policy that may be relevant to this Agreement.

(16)   Amendments and supplements to this Agreement must be made in writing.

(17)   This Agreement shall be governed by Austrian law to the exclusion of conflict of law rules and the UN Convention on Contracts for the International Sale of Goods. Place of jurisdiction is Graz.

Signatures:

[*Place*], [*Date*]   [*Place*], [*Date*]

Controller: *Processor:*

....
           .   .

[*Signature, Name, Title*]   [*Signature, Name, Title*]