

**Agreement on inclusion in the Dachverband Tanz Deutschland data pool
for placement in employment subject to social insurance contributions
within the framework of the DIS-TANZ-START funding programme
and information about the processing of personal information**

As a nationwide platform for artistic dance in Germany, Dachverband Tanz Deutschland e.V., represented by Michael Freundt, Mariannenplatz 2, 10997 Berlin, Germany, phone: +49 (0)30 / 37 44 33 92, fax: +49 (0)30 / 68075036, e-mail: info(at)dachverband-tanz.de (Dachverband Tanz) has been implementing the DIS-TANZ-START funding initiative since autumn 2021 as part of the NEUSTART KULTUR funding programme of the German Federal Government Commissioner for Culture and the Media ("BKM"). The DIS-TANZ-START initiative complements the Hilfsprogramm Tanz funding programme.

Through the DIS-TANZ-START funding programme, Dachverband Tanz supports dancers who have completed their training (hereinafter referred to as "graduates") in establishing connections on the professional dance scene in Germany. In particular, this support focuses on covering the labour costs (gross salary of the employee), that must be covered by dance and ballet ensembles at city, state and regional theatres as well as production houses or on the established independent scene (hereinafter collectively referred to as "ensembles") in order to employ these graduates.

This Agreement covers the registration of the graduates in a data pool established by Dachverband Tanz especially for the purposes of implementing the DIS-TANZ-START initiative. The data pool is intended to support ensembles in searching for suitable graduates within the framework of the DIS-TANZ-START programme.

Part 1: Object of the contract and procedure-----

§ 1 Object of the contract

- 1.1 The graduate provides information and data about himself/herself (hereinafter collectively referred to as "data") and Dachverband Tanz (hereinafter referred to as "DTD") stores this data in a data pool in the backend of the DTD website (hereinafter referred to as "backend data pool") for the purpose of registration verification.
- 1.2 Upon registration, DTD publishes the name of the graduate and some additional data on the DIS-TANZ-START website (<https://www.dis-tanz.start.de>) (hereinafter referred to as "public data pool").
- 1.3 The registration and subsequent inclusion of the data in the public data pool does not constitute any entitlement to acceptance into an ensemble.

- 1.4 If the graduate so desires and indicates this accordingly in the registration application, the object of the contract shall also include the placement in employment subject to social security contributions by DTD. To this end, DTD will provide interested, registered ensembles with the graduate's application documents upon request (DTD placement services).
- 1.5 DTD will conduct an evaluation of the funding programme and will ask the graduate to participate in this evaluation.

§ 2 **Registration procedure, additional steps concerning employment subject to social security contributions**

- 2.1 Graduate submits an application for registration online via the DTD website at <https://www.dis-tanz-start.de/absolventinnen/registrierungsantrag>.
- 2.2 After the registration application is reviewed, the graduate will be informed via e-mail about the result of the review (registration or no registration in the public DTD data pool). The data that will be included in the case of registration in the public data pool are the name, educational institution, name of the programme of study/training completed, graduation year and dance style.
- 2.3 The remaining data made available for review will remain in DTD's non-public backend data pool and will be viewed in exceptional cases where an additional review by external experts commissioned by DTD is necessary for a decision to be made regarding registration (e.g., for applicants who have not provided evidence of formal training).
- 2.4 Insofar as the graduate has given consent to be included in DTD's placement services and has provided additional application documents, these will be moved from the backend data pool to an internal DTD, non-public storage location (e.g., hard drive).
- 2.5 Ensembles that are also registered may request application documents from DTD and will receive the additional documents submitted by the graduate specifically for this purpose via e-mail.
- 2.6 As soon as ensembles have identified, contacted and selected suitable graduates from the application documents provided, they may submit a letter of intent concerning the acceptance of graduates for an employment relationship subject to social security contributions, together with the application for funding and further documentation, to DTD.
- 2.7 DTD shall then issue a decision on the application for funding to the ensemble.
- 2.8 Once funding is granted, the ensemble and the graduate shall conclude a contract.

Part 2: Information about the processing of personal information -----**§ 3 Data**

DTD processes the following data categories where relevant and where the respective data have been submitted in the context of the application for registration, inclusion in both the DTD backend data pool and the DTD public data pool and placement services and communication within the framework of the DIS-TANZ-START funding programme:

- 3.1 Master data from the identification document (copy of identification card): name, photo and data; for foreign graduates: the same master data from the copy of the passport or residence permit and the registration certificate;
- 3.2 Contact details: graduate's address, e-mail address, phone number
- 3.3 Examination documents:
 - 3.3.1 If the graduate has completed a formal programme of study: data from the graduation certificate (the date of the final examination must be clearly visible); in exceptional cases, data from the copy of the enrolment certification/certificate of training or a current transcript of records, data from supplementary statements accompanying the application;
 - 3.3.2 If no formal training has been completed: data from a report provided by a dance educator of the graduate's choosing, data from the letter of recommendation from the dance scene of choice or letter of intent from an ensemble, data from a voluntary letter of motivation or a link to an externally stored motivation video (note: video files cannot be attached to the application);
- 3.4 Voluntary application documents if DTD placement services are desired: data from the CV, portrait photo
- 3.5 Online usage and inventory data: name of the file retrieved, date and time the application is submitted, amount of data transferred.

§ 4 Types of data processing

The aforementioned data will be processed as follows:

- 4.1 Publication in the public data pool on the DTD's DIS-TANZ-START website (<https://www.dis-tanz-start.de/programm/allgemeine-informationen>)
 - 4.1.1 Upon registration: name (data category: master data, cf. 3.1) as well as data regarding the educational institution, course designation/subject of study, graduation year and dance style (data category: application documents, cf. 3.3)

- 4.1.2 After successful placement in employment subject to social security contributions: name (data category: master data, cf. 3.1) and designation of the ensemble with which DTD has successfully placed the candidate, as well as the period for which the employment will be funded.
- 4.2 Storage in the backend data pool of the DTD website: all data from the following categories
 - 4.2.1 Master data (cf. 3.1)
 - 4.2.2 Contact data (cf. 3.2.)
 - 4.2.3 Examination documents (cf. 3.3.)
 - 4.2.4 Application documents (cf. 3.4)
- 4.3 Disclosure/transmission to ensembles: master data and contact data (cf. 3.1 and 3.2) and application documents (cf. 3.4)
- 4.4 Disclosure/transmission to funding body (BKM): data from the following categories
 - 4.4.1 Master data (cf. 3.1)
 - 4.4.2 Examination documents (cf. 3.3.)
- 4.5 Storage in the DTD archive and disclosure/transmission to experts commissioned by DTD: all data from the following categories
 - 4.5.1 Master data (cf. 3.1)
 - 4.5.2 Contact data (cf. 3.2.)
 - 4.5.3 Examination documents (cf. 3.3.)
 - 4.5.4 Application documents (cf. 3.4)
- 4.6 For communication within the framework of the DIS-TANZ-START funding programme: all data from all categories in Section 3, particularly master data and contact data.
- 4.7 DTD will use the graduate's contact information (e-mail address) to send the evaluation survey link (cf. Section 3.2) in order to carry out the evaluation.

§ 5 Purposes, legal basis and duration of processing

- 5.1 For the purpose of contract processing and fulfilment pursuant to point b of Article 6 (1) GDPR, DTD collects and processes the following data:
 - 5.1.1 Data for publication in the public data pool (cf. 4.1) and storage in the backend data pool of the DTD website (cf. 4.2);

- 5.1.2 Data for transmission/forwarding to ensembles (cf. 4.3) and for communication within the framework of the DIS-TANZ-START funding programme (cf. 4.6);
- 5.2 For the fulfilment of legal obligations pursuant to point c of Article 6 (1) GDPR, DTD collects and processes data provided by the graduate for the transmission/forwarding to the funding body (BKM) (cf. 4.4.)
- 5.3 In order to protect DTD's legitimate interests pursuant to point f of 6 (1) GDPR, DTD collects and processes data for storage in DTD's archive (cf. 4.5);
- 5.4 DTD shall process and retain the data for the aforementioned purposes until the end of the term of this Agreement or until the end of the period covered by the DIS-TANZ-START funding programme, the related communication and (retention) obligations (hereinafter collectively referred to as the "period referred to herein"). Subsequently, the data will be deleted or blocked.
- 5.5 DTD shall continue the storage and processing of all data collected for archiving in the DTD archive (cf. 4.5) and for the purpose of publishing the graduate's name in the DTD public data pool (cf. 4.1), beyond the period referred to herein on the basis of the graduate's consent pursuant to point a of Article 6 (1) GDPR, to the extent that such consent has been given. The graduate may withdraw this consent at any time. In the case of withdrawal, the data will be deleted or blocked.

§ 6 Rights of the graduate with regard to data processing

The graduate may at any time do the following:

- 6.1 Request information from DTD about the personal data processed pursuant to Article 15 GDPR. This includes, in particular, information about the purpose of data processing, the category of personal data, the categories of recipients to whom the data have been or will be disclosed, the planned storage period, etc.;
- 6.2 Request the immediate correction of inaccurate or incomplete personal data stored by DTD pursuant to Article 16 GDPR;
- 6.3 Request the erasure of the personal data being stored pursuant to Article 17 GDPR, unless the processing of the data is necessary for the exercising of the right to freedom of expression and information, compliance with legal obligations, reasons relating to the public interest or the establishment, exercise or defence of legal claims;
- 6.4 Request the restriction of the processing of personal data under the conditions regulated therein pursuant to Article 18 GDPR;
- 6.5 Receive a copy of the personal data provided by the graduate pursuant to Article 20 GDPR in a format specified therein or request the transfer of the data to another controller; and

- 6.6 Lodge a complaint with a supervisory authority pursuant to Article 77 GDPR.
- 6.7 If personal data are processed on the basis of legitimate interests pursuant to point f of Article 6 (1) GDPR, the graduate also has the right to object to the processing of personal data pursuant to Article 21 GDPR, insofar as this is based on grounds arising from a specific situation.

Part 3: Other agreements-----

§ 7 Granting of rights to intellectual property of the graduate

The graduate hereby grants DTD rights to the data, including non-personal data and other material, e.g., from the motivation letter or the motivation video (hereinafter collectively referred to as "material" with regard to the granting of rights), in accordance with the German Copyright Act as well as other laws (e.g., concerning the general right of privacy and the right to one's own image). The rights are limited in content to use for the purposes specified in Part 2 Section 4, and shall be sublicensable and unrestricted in terms of time and place. This granting of rights includes in particular, but is not limited to:

- 7.1 The right to reproduce and distribute the data, i.e., the right to reproduce the material (e.g., upload to and download from the DTD website, copy, store, print) and to distribute it, particularly by forwarding it to third parties (ensembles, BKM) as well as storing it in DTD's internal archives.
- 7.2 The right to retrieve data on the internet, i.e., the right to make the material available to members of the public by means of transmission channels, technologies and other means of any kind in such a way that the material can be retrieved for reproduction in places and at times of their choice (making the data available to the public). This also includes all types of use required in connection with making the material publicly available, such as storing the material on the DTD website, a server, etc., as well as the right to have the material reproduced on demand by visitors to the relevant webpages;
- 7.3 The right to edit, i.e., the right to edit the material, including using digital methods to shorten or rearrange it as well as the right to use excerpts from it and/or to combine the material with other works;
- 7.4 With regard to photos and films that the graduate has provided, the graduate gives the consent required under the German Art Copyright Act (KUG) for the use of the images to the extent specified above.

- 7.5 This granting of rights also includes the rights of third parties insofar as these were exploited or arose and unless otherwise specified within this Agreement. This includes, in particular, rights to letters of recommendation, photos and motivation videos. The parties agree that the graduate will lawfully obtain the rights of third parties to these materials in advance and grant these to the DTD (sublicense).

§ 8 Termination of participation in data collection; erasure of data

- 8.1 Until the funding is approved by a notice to the ensemble in question, the graduate may do the following with regard to their inclusion in the DTD public data pool and in the DTD backend data pool:
- 8.1.1 Terminate it completely by e-mail: in this case the graduate's data will be deleted in their entirety;
- 8.1.2 Pause it: in this case, the data will not be deleted but will instead be flagged as "not viewable".
- 8.2 After the conclusion of a contract for employment subject to social security contributions with the applicant ensemble, the graduate may no longer terminate inclusion in the DTD public data pool and DTD backend data pool. Upon the end of their employment subject to social security contributions with the ensemble or upon the end of the period referenced herein, the graduate may again terminate participation in the public data pool and the backend data pool. In this case, the data will be deleted with the exception of the data that DTD is legally obliged to retain and, if applicable, disclose.