



Consultation Agreement

This agreement is entered between

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*

last name, first name
(hereafter as the „Client”)

date and place of birth

and the **Refugee Law Clinic Freiburg e.V.** (hereafter as “**RLCF**”)

They agree to the following:

Preliminary remarks

In accordance with sec. 6 para. 2 of the German Legal Services Act (Rechtsdienstleistungsgesetz, RDG), the RLCF offers consultation free of charge in the field of German “Asyl- und Aufenthaltsrecht” (asylum and residence law). The consultation is provided by students in order to enable them to apply their acquired legal knowledge in practice and to expand their advisory competence.

In this context, the following terms and conditions have been agreed:

I. Subject matter of the contract

1. The Client commissions the RLCF to consult and support him in the clarification and legal assessment of issues in the field of German “Asyl- und Aufenthaltsrecht” (asylum and residence law) and related fields of law (the “**Consultation**”). The Consultation is **free of charge**.
2. Students consult on behalf of the RLCF (“**Consultants**”). The Client hereby expressly permits the delegation of the Consultation to Consultants.
3. The contractual relationship is established **exclusively with the RLCF** and not with the Consultants.
4. In individual cases, the RLCF is entitled to commission **interpreters** for easier communication during the consultation.
5. The RLCF **only advises out of court**. The RLCF does not **represent** the Client **in court**. The RLCF advises only in non-urgent or non-existence-threatening cases.
6. The contractual relationship only comes into effect with and from the effective signing of this Consultation Agreement. Prior contact or discussions do not constitute a contractual relationship, in particular via the contact form on the website.
7. The consultation may occur using the **telecommunications service “Zoom”** in order to conduct telephone conferences, online meetings and/or video conferences with you for the purpose of the Consultation (“**Online Consultation**”). “Zoom” is a service of the Zoom Video Communications, Inc. (“**Zoom**”). Consultation by telephone is also possible.

II. Level of Consultation

1. The client is aware and is expressly informed that the consultants are without a degree in law, are neither lawyers/solicitors nor other persons qualified to hold the office of judge. They act as **legal laypersons**. Hence, the level of consultation is not the same as the legal advice of a lawyer. The consultation does not replace advice from a lawyer.
2. There is no right to refuse to testify under sec. 53 of the German Code of Criminal Procedure (Strafprozessordnung, StPO), no confiscation ban for information under sec. 97 StPO, no protection under professional law for documents or the obligation to keep files and no privileges for lawyers under sec. 139 German Criminal Code (Strafgesetzbuch, StGB) (impunity of the

failure to report planned crimes). In addition, the RLCF is not covered by a professional liability insurance as the RLCF is not legally obliged to do so.

3. The consultants consult under the guidance (“**Supervision**“) of a person who may give advice against payment or who is qualified to hold the office of judge (“**Supervisor**“).

III. Termination

The contractual relationship can be terminated **by either party at any time**. However, the RLCF may only terminate the contract at an inopportune time for good cause. Good cause is deemed to exist in particular if the RLCF is unable to provide the consultation because it cannot find a Supervisor for the matter in question, the matter exceeds the abilities of the consultants or the client is acting intentionally and seriously unlawful.

IV. Liability

1. The RLCF is liable to the client only for intent and serious negligence and to the standard of an average legal layperson.
2. This limitation of liability does not apply to damages resulting from injury to life, limb or health or violations of data protection regulations.
3. The limitation of liability also does not apply in the event of a breach of material contractual obligations. Material contractual obligations are
 - a. those that the RLCF must fulfil in order to properly perform the contract;
 - b. those which the Client trusts and may rely on to be fulfilled
 - c. whose culpable non-performance endangers the achievement of the contractual purpose.

If the RLCF breaches a material contractual obligation, it is only liable for the damage that was at the time the contract was entered foreseeable and typical.

4. The client waives the right to assert direct claims against the consultants and supervisors, except in cases of intent and serious negligence; para. 2 - 3 apply accordingly.

V. Confidentiality

1. The RLCF **undertakes to maintain confidentiality with respect to all information** which it obtains by the client as part of the consultation („**Consultation Information**“).
2. The RLCF and the consultants may share the consultation information with other consultants and the interpreters commissioned by the RLCF. The RLCF and the consultants may also share the consultation Information to the supervisors, but only in anonymous form or in individual cases in pseudonymized form and only to the extent necessary for the supervision.
3. The RLCF shall endeavour to ensure that consultants, supervisors and interpreters commissioned by the RLCF also keep the consultation information confidential.
4. In particular, the RLCF undertakes to treat all personal data obtained as part of the consultation confidentially and to comply with the statutory data protection regulations and the attached Data Protection Guideline.

VI. Final provisions

1. Should individual provisions of this consultation agreement be invalid or void or should this consultation agreement contain a gap, the other provisions of this consultation agreement remain valid. The parties agree to maintain the validity of the other provisions of this consultation agreement in all cases, to close ineffective provisions or any gap in accordance with the meaning and purpose of the consultation agreement.
2. This consultation agreement is governed by and construed in accordance with German law.
3. Freiburg i.Br. is agreed as the place of jurisdiction.

* **I have acknowledged the consultation agreement and agree that the consultation agreement is entered between me and the Refugee Law Clinic e.V..**



Data Protection Guideline for Clients

1. Who's processing your data?

We, the

Refugee Law Clinic Freiburg e.V.
Postfach 0543
79005 Freiburg
info@rlc-freiburg.org

inform you in the following about the processing of your personal data as part of your legal law student Consultation as well as about your rights according to the data protection law. We are the **controllers** for the processing of your personal data (art. 4 (7) EU General Data Protection Regulation, GDPR). If you have any questions or concerns regarding the processing of your data, please contact us!

2. Which data do we collect from whom and for which purpose?

If you enter a Consultation Agreement with us, we ask you for the following **personal data**, only to the extent necessary for the Consultation:

- your surname, first name, sex, nationality, date and place of birth;
- information on marital status and about your relatives (especially children);
- residential/registration address, telephone number, e-mail address;
- your status in terms of the law concerning foreigners and the right of residence, file numbers and other classification features of public authorities;
- the economic circumstances (assets, income, liabilities) of you and members of your social-legal community (Sozialrechtliche Bedarfsgemeinschaft, sec. 7 para. 3, 3a Book II of the Social Code, Zweites Sozialgesetzbuch, SGB II);
- how we can communicate with you (i.e. your language skills);
- your extracts from the Central Register of Foreign Nationals (Ausländerzentralregister);

- documents, also scanned, (e.g. ID cards, notices, copies of decisions, etc.), which you surrender to us for the Consultation;
- your correspondence with third parties (authorities, lawyers, non-profit institutions) as part of your advisory matter.

We collect this personal data **from you**. With your consent and instruction, we also collect data from a transferring institution (e.g. your refugee accommodation) or from your previously mandated lawyer, if necessary.

We collect, store and process this personal data in order to **identify, contact, consult you properly and represent you**, and only with your **consent** (art. 6 (1) sentence 1 lit. a GDPR) and in order to fulfil the **Consultation Agreement** concluded with you (art. 6 (1) sentence 1 lit. b GDPR). Sensitive data (within the meaning of art. 9 (1) GDPR), such as data relating to your ethnic origin or religious conviction, will only be processed if necessary and with your **explicit consent** (art. 6 (1) sentence 1 lit. a, art. 7, art. 9 (2) lit. a GDPR). You can use the attached sample ("**Data Protection Consent**") for your consent.

Data processing may also be used to process liability claims that you assert against us, then on the basis of legitimate interest (art. 6 (1) sentence 1 lit. f GDPR).

3. How long do we store your data?

We erase your personal data when the consultation ends or you withdrawal your consent. If there are legal storage periods, we will erase the data once these periods have expired. We regularly check at the end of each calendar year whether it is necessary to store your data further.

In justified individual cases, we can store data that we need for evidence purposes for up to 10 years if we can assume that you wish to assert liability claims against us.

4. With whom do we share your data?

Within the RLCF, only Consultants who consult you or are entrusted with the administration of your Consultation are granted access. All Consultants of the RLCF, for their part, are obliged to process your personal data in accordance with the applicable data protection regulations. As a matter of principle, we only share your personal data to the Supervisors in anonymous form. Only with your explicit consent we share in individual cases non-anonymized/pseudonymized personal data to Supervisors.

To fulfil the Consultation Agreement, we use SharePoint, a cloud computing service by the Microsoft Corporation, which is secured by passwords and is only accessible by the aforementioned Consultants.

In addition, we use the telecommunications service “Zoom” of the Zoom Video Communications, Inc. in course of our Online Consultation. Regarding this, the Data Protection Guideline for the Online Consultation via “Zoom” applies. We would also be pleased to advise you by telephone instead.

Insofar as data processing occurs outside the European Union and the European Economic Area, we have concluded a Data Processing Agreement with the respective provider which complies with the requirements of art. 28 GDPR. An appropriate level of data protection is guaranteed by the EU-US Privacy Shield certification of the respective provider and the conclusion of the EU Standard Contractual Clauses.

5. Why is your data important to us?

For **proper and successful legal Consultation** and the **associated contractual obligations**, it is important that we can process your personal data. If we do not obtain or process this personal data, or only partially, we will not be able to completely fulfil the Consultation Agreement with you.

6. What rights do you have?

You can exercise the following Data Subject Rights if the respective legal requirements are met:

- **Right to withdrawal** your consent (art. 7 (3) GDPR). In this case, your personal data will no longer be processed for these purposes.
- **Right of access** to your personal data stored by us according to art. 15 GDPR; in particular, you can request information about the purposes of the processing, the categories of personal data concerned, the categories of recipients, the planned storage period and the origin of your data, unless they were collected directly from you.
- **Right to rectification** of inaccurate personal data or **to completion** of incomplete personal data according to art. 16 GDPR;
- **Right to erasure** of your data stored by us according to art. 17 GDPR, as far as no legal or contractual retention periods or other legal obligations or rights for further storage are to be observed.
- **Right to restriction** of the processing of your data according to art. 18 GDPR, if the accuracy of the data is disputed by you, if the processing is unlawful, but you refuse the erasure, if the RLCF no longer needs the data but you need it to assert or defend legal claims or if you have objected the processing pursuant to art. 21 GDPR.
- **Right to data portability** according to art. 20 GDPR, i.e. the right to have personal data provided by you and stored by us transmitted in a common, machine-readable format or to demand transmission to another controller.

An informal message is sufficient in each case:

Postfach 0543
79005 Freiburg
info@rlc-freiburg.org

You can also **complain** to a supervisory authority if you think that we are in breach of the GDPR when processing your personal data, art. 77 GDPR.

Your **complaint** will be accepted by

Landesbeauftragte für den Datenschutz
und die Informationsfreiheit
Postfach 10 29 32
70025 Stuttgart
poststelle@lfdi.bwl.de.



Data Protection Guideline for the Online Consultation via “Zoom”

1. Who’s processing your data?

We, the

Refugee Law Clinic Freiburg e.V.
Postfach 0543
79005 Freiburg
info@rlc-freiburg.org

inform you in the following about the processing of your personal data in course of our **Online Consultation using the telecommunications service “Zoom”**. We are the **controllers** for the processing of your personal data (art. 4 (7) EU General Data Protection Regulation, GDPR) in direct context of carrying out the Online Consultation using “Zoom”.

If you access the website of “Zoom”, the provider of “Zoom” is controller for the processing of your personal data. Accessing the website is only necessary in order to download the software for using of “Zoom”.

You can also use “Zoom” by entering the respective Meeting ID and, if necessary, other access data of the meeting directly in the “Zoom” application.

If you cannot or do not want to use the “Zoom” application, the basic functions can also be used with a browser version, which you can also find on the website of “Zoom”.

If you have any questions or concerns regarding the processing of your data, please contact us!

2. Which data do we collect from whom and for which purpose?

In course of our Online Consultation, we use the telecommunications service “Zoom” to conduct telephone conferences, online meetings and/or video conferences with you for Consultation purposes.

If we carry out an Online Consultation with you, we ask you for the following **personal data** in addition to the personal data listed in Section 2 of the Data Protection Guideline for Clients, only to the extent necessary for the Online Consultation using “Zoom”:

- **User information:** Your first name, last name, telephone number (optional), e-mail address, password (if “Single-Sign-On” is not used), profile picture (optional);
- **Meeting metadata:** Subject, description (optional), IP addresses of the participants, device/hardware information;
- **For recordings** (optional): MP4 file of all video, audio and presentation recordings, M4A file of all audio recordings, text file of the online meeting chat;
- **For access by telephone:** information on the incoming and outgoing telephone number, country name, start and end time, if necessary, other connection data, such as the IP address of the device;
- **Text, audio and video data:** You may have the possibility using the chat, question or survey functions in an online meeting. To that extent, your text input will be processed in order to display them in the online meeting and, if necessary, to log them. In order to enable the display of video and the playback of audio, the data from the microphone of your device and from any video camera of your device will be processed during the duration of the meeting. You can turn off or mute the camera or microphone yourself at any time using the “Zoom” applications.

We collect this personal data before or during the Online Consultation **from you**. We collect, store and process this personal data in order to **carry out the Online Consultation using “Zoom” in regards of the Consultation Agreement**.

If we record the Online Consultation we will inform you transparently in advance and, if necessary, ask for your consent. The fact of recording will also be displayed in the “Zoom” application.

If it is necessary for the purpose of logging the results of the Online Consultation, we will log the chat information. However, this will usually not be the case.

We process your personal data only with your **consent** (art. 6 (1) sentence 1 lit. a GDPR) and in order to fulfil the **Consultation Agreement** concluded with you (art. 6 (1) sentence 1 lit. b GDPR). Sensitive data (within the meaning of art. 9 (1) GDPR), such as data relating to your ethnic origin or religious conviction, will only be processed if necessary and with your **explicit consent** (art. 6 (1) sentence 1 lit. a, art. 7, art. 9 (2) lit. a GDPR). You can use the attached sample ("**Data Protection Consent**") for your consent.

Data processing may also be used to process liability claims that you assert against us, then on the basis of **legitimate interest** (art. 6 (1) sentence 1 lit. f GDPR).

3. How long do we store your data?

We erase your personal data when the consultation ends or you withdrawal your consent. If there are legal storage periods, we will erase the data once these periods have expired. We regularly check at the end of each calendar year whether it is necessary to store your data further.

In justified individual cases, we can store data that we need for evidence purposes for up to 10 years if we can assume that you wish to assert liability claims against us.

If you are registered as a user at "Zoom", reports about the Online Consultation (meeting metadata, telephone dial-in data, questions and answers in webinars, survey function in webinars) can be stored for up to one month by "Zoom".

4. With whom do we share your data?

Within the RLCF, only the Consultants who consult you or are entrusted with the administration of your Consultation are granted access. All Consultants of the RLCF, for their part, are obliged to process your personal data in accordance with the applicable data protection regulations.

To fulfil the Consultation Agreement, we use SharePoint, a cloud computing service by the Microsoft Corporation, which is secured by passwords and is only accessible by the aforementioned Consultants.

In addition, the telecommunications service "Zoom" obtains knowledge of your personal data listed in Section 2 in course of our Online Consultation, insofar as this is provided in our Data Processing Contract with "Zoom".

"Zoom" is a telecommunications service based in the USA. Insofar the processing of your data occurs outside the European Union and the European Economic Area. We have concluded a Data Processing Agreement with "Zoom" which complies with the requirements of art. 28 GDPR. An appropriate level of data protection is guaranteed by the EU-US Privacy Shield certification of the Zoom Video Communications, Inc. and the conclusion of the EU Standard Contractual Clauses.

5. Why is your data important to us?

For **carrying out the Online Consultation** using "Zoom", it is important that we can process your personal data. In order to participate in an online meeting or to enter the "meeting room", you have at least to provide information about your name. If we do not obtain or process this personal data, or only partially, we will not be able to completely fulfil the Consultation Agreement with you.

6. What rights do you have?

You can exercise the following Data Subject Rights if the respective legal requirements are met:

- **Right to withdrawal** your consent (art. 7 (3) GDPR). In this case, your personal data will no longer be processed for these purposes.
- **Right of access** to your personal data stored by us according to art. 15 GDPR; in particular, you can request information about the purposes of the processing, the categories of personal data concerned, the categories of recipients, the planned storage period and the origin of your data, unless they were collected directly from you.
- **Right to rectification** of inaccurate personal data or **to completion** of incomplete personal data according to art. 16 GDPR;
- **Right to erasure** of your data stored by us according to art. 17 GDPR, as far as no legal or contractual retention periods or other legal obligations or rights for further storage are to be observed.
- **Right to restriction** of the processing of your data according to art. 18 GDPR, if the accuracy of the data is disputed by you, if the processing is unlawful, but you refuse the erasure, if the RLCF no longer needs the data but you need it to assert or defend legal

claims or if you have objected the processing pursuant to art. 21 GDPR.

- **Right to data portability** according to art. 20 GDPR, i.e. the right to have personal data provided by you and stored by us transmitted in a common, machine-readable format or to demand transmission to another controller.

An informal message is sufficient in each case:

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You can also **complain** to a supervisory authority if you think that we are in breach of the GDPR when processing your personal data, art. 77 GDPR.

Your **complaint** will be accepted by

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Refugee Law Clinic Freiburg e.V.

Postfach 0543 - 79005 Freiburg

<http://www.rlc-freiburg.org>

info@rlc-freiburg.org

Data Protection Consent

* **I hereby agree** that the RLCF and the Consultants process my personal data (art. 4 no. 2 DS-GVO) listed in Section 2 of the Data Protection Guideline for Clients to the extent necessary for the purposes set out in Section 2 of the Data Protection Guideline for Clients for the legal law student Consultation in order to fulfil the Consultation Agreement and voluntarily provide this data to the RLCF.

* **I hereby agree** that the RLCF and the Consultants process my personal data (art. 4 no. 2 DS-GVO) listed in Section 2 of the Data Protection Guideline for the Online Consultation via “Zoom” to the extent necessary for the purposes set out in Section 2 of the Data Protection Guideline for the Online Consultation via “Zoom” for carrying out the Online Consultation using “Zoom” in regards of the Consultation Agreement and voluntarily provide this data to the RLCF.

* **I expressly agree** that my

- information on marital status and about my relatives (especially children) as well as nationality;
- language skills (spoken and/or written);
- personal data in identity documents (e.g. passport);
- correspondence with third parties (e.g. authorities, lawyers, non-profit institutions) and
- extracts from the Central Register of Foreign Nationals (Ausländerzentralregister)

will be processed to the extent necessary for the purposes set out in Section 2 of the Data Protection Guideline for Clients and Section 2 of the Data Protection Guideline for the Online Consultation via “Zoom”, even if this may in individual cases lead to conclusions about my sexual orientation, my racial and ethnic origin, my religious convictions or my health.

I can withdrawal my consent, in whole or in part, to the RLCF at any time without giving any reason with effect for the future:

Postfach 0543
79005 Freiburg
info@rlc-freiburg.org

*** Please fill in and check as appropriate.**