**Joint Controllership Agreement:**

In compliance with the provisions of Article 26 of the EU general data protection regulation (GDPR), the Parties shall enter into the following joint controllership agreement to define the processing of students’, teachers’ and tutors’ personal data, which will be processed jointly in the execution of this agreement.

The subject of this joint controllership agreement is the personal data of enrolled students, professors, researchers and tutors involved in the training activities. This includes data relating to academic career, data in CVs and data relating to individual leave and absences, including all related supporting documents.

The insurance data and the data contained in any health assessment certificates issued by the University’s Medical Officer and transmitted to the Promoter for the purposes of the relevant obligations are also the subject of joint controllership.

The University of Trieste, hereinafter referred to as the Promoter, and

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\* , hereinafter referred to as the Host, undertake to process the aforementioned personal data in accordance with Italian Legislative Decree No 196 of 30 June 2003, as amended and supplemented by Italian Legislative Decree No 101 of 10 August 2018 and subsequent amendments and additions, and Regulation (EU) 2016/679.

For all other treatments not specifically indicated above, the Parties remain autonomous controllers and both will independently fulfil the obligations provided for by law.

In particular, the Host is the Data Controller of the students’ data processed as part of their health surveillance (management and storage of any health records).

The Host appoints the students who carry out professional activities at its premises as ‘Persons authorised to process data’, pursuant to Article 29 of the aforementioned EU Regulation. Students will only be able to access personal data that is strictly necessary for the performance of their tasks, and must maintain the confidentiality of the Host’s production processes and of any other information they become aware of as a result of the internship. The Data Controllers will process the relevant data using manual and/or automated methods in a lawful and professional manner so as to protect the integrity and confidentiality of the data and the rights of the data subjects. All data processing will be conducted in compliance with adequate security measures as provided for by the legislation on the protection of personal data.

Where necessary, all the information demonstrating and verifying compliance with their obligations under the applicable data protection law will be made available by both Parties to one another. The Parties also undertake to cooperate in the event of requests from the Guarantor Authority or the Judicial Authority made to either Party concerning the processing of data covered by this Agreement. For this information, the Parties undertake to inform student interns that complete information on data processing methods is available on the following webpages:

- for the Promoter on the University’s website (<http://www.units.it>)

- for the Host on its institutional website \* (\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_).

It remains understood that, irrespective of the provisions of this agreement, data subjects may exercise their rights under the EU Regulation vis-à-vis each Data Controller, but any liability between the Data Controllers is to be understood as already shared on the basis of the percentage of fault attributable respectively to the creation and management of the harmful event.

The Parties are obliged to notify each other by certified e-mail of any breach of personal data (‘Data Breach’) relating to the internship agreement promptly and in any case no later than 24 hours after the discovery of the event. In the case of the aforementioned breach, the Parties must also cooperate in order to fulfil their obligations to notify the Authority, pursuant to Article 33 of Regulation (EU) 2016/679 or to notify the data subjects of the breach pursuant to Article 34 of Regulation (EU) 2016/679. This notification must be accompanied by all the necessary documentation so that, where necessary, the Supervisory Authority can be notified of the violation.

Data Breach means any breach of security that results in the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data transmitted, stored or otherwise processed.

Where and to the extent that it is not possible to provide all information at the same time, the missing information may be provided at a later stage without further undue delay.

The communications provided for in this joint controllership agreement must be made to the following addresses: ateneo@pec.units.it and (add Host’s address)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

The Parties agree on the nullity of any clause of the Agreement that conflicts and/or is incompatible with the current legislation on the protection of personal data.

(For the **Promoter**)

The Deputy Rector

Prof. Paolo Edomi \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Digital document drawn up and digitally signed by the Promoter pursuant to Articles 20 and 21 of Italian Legislative Decree No 82/2005 (Digital Administration Code).

(For the **Host**)

Mr./Mrs. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Digital document drawn up and digitally signed by the Host, pursuant to Articles 20 and 21 of Italian Legislative Decree No 82/2005 (Digital Administration Code).