**JOINT CONTROLLERSHIP AGREEMENT**

This addendum supplements the part relating to the processing of data regulated by Article 9 of the Agreement Regulating Curricular Internships.

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 that will be processed jointly in the performance 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, including data relating to academic career, data entered in curriculums and data relating to individual leaves, including all related supporting documents.

The insurance data and the data contained in any health certificates of fitness 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 activity (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 are strictly necessary for the performance of their activities, with the obligation of confidentiality on the Host’s production processes and on any other information they become aware of as a result of the internship activity. The Data Controllers will process the relevant data using manual and/or automated methods, according to principles of lawfulness and correctness and in such a way as to protect the integrity and confidentiality of the data and the rights of the data subjects, in compliance with adequate security measures as provided for by the legislation on the protection of personal data.

The Parties undertake to make available to each other, where necessary, all the information required to demonstrate and verify compliance with their obligations under the applicable data protection law and to cooperate in the event of requests from the Guarantor Authority or the Judicial Authority to either Party concerning the processing of data covered by this Agreement and by the Agreement Regulating Curricular Internships. For this information, the Parties undertake to inform students under internship 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, and to provide any necessary cooperation in relation to the fulfilment of the obligations to notify the Authority of the aforementioned breaches, pursuant to Article 33 of Regulation (EU) 2016/679 or to communicate the same to the data subjects pursuant to Article 34 of Regulation (EU) 2016/679. This notification must be accompanied by all the necessary documentation to allow, where necessary, to notify such violation to the Supervisory Authority.

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 this Agreement or of the Agreement Regulating Curricular Internships that should conflicts and/or be incompatible with the current legislation on the protection of personal data.

(For the **Promoter**)

The Director of the Department

Prof. Paolo Gallina \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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).