UNIVERSITÀ DI PARMA

Deed of Appointment as DATA PROCESSOR pursuant to Art. 28 Reg. 2016/679/EU Addendum to the agreement for study entitled: 'NAME OF PROJECT'

between

THE UNIVERSITY OF PARMA, DEPARTMENT OF XXXX (henceforth referred to simply as "DATA CONTROLLER") in the person of the Rector, xxx

and

xxx in the person of _____ (henceforth referred to simply as "DATA PROCCESSOR")

a) The DATA PROCESSOR shall perform for the benefit of the DATA CONTROLLER, within the framework of their contractual relationship, the Services detailed in the contractual documents attached to this Appointment, as well as the services that the DATA CONTROLLER and the Appointee consider to be an integral part (addendum) of the existing contractual documents, specified under item 2 "Scope of the Processing";

b) The performance of such Services by the DATA PROCESSOR entails, on behalf of the DATA CONTROLLER, the processing of the personal data better specified under point 2 "Scope of the Processing" below;

c) With this contract the PARTIES intend to regulate the processing of personal data in compliance with the legislation in force, and specifically with Regulation 2016/279/EU (hereafter referred to as GDPR);

d) the DATA PROCESSOR declares that they have experience, technical skills and adequate resources to implement appropriate technical and organisational measures, to guarantee that the processing carried out on behalf of the DATA CONTROLLER complies with the data protection legislation and ensures the protection of the data subjects, in addition to providing guarantees regarding the compliance of the activities with Article 25 of the GDPR;

e) the DATA CONTROLLER, based on the above, and pursuant to Article 28 GDPR, intends to designate .... as DATA PROCESSOR for the processing of personal data in relation to the provision of the Services within the framework of the contractual relationship with the DATA CONTROLLER;

In view of the above, which constitutes an integral and substantial part of this deed of appointment, the following is hereby agreed between the Parties:

1. Object

The DATA CONTROLLER appoints <mark>XXXXXXX</mark> name as the DATA PROCESSOR for the processing of personal data, in connection with the provision of the Services in the framework of the contractual relationship with the DATA CONTROLLER. The appointment is accepted by its Legal Representative, who signs this deed and accepts it in its entirety.

2. Scope of data processing

The DATA PROCESSOR is authorised, on behalf of the DATA CONTROLLER, to process personal data as described for each Scope of Service annexed to this deed of appointment.

The goals, the categories of the processing operations, the categories of data subjects, the types of data processed, the storage period and the cancellation policies relating to the Services provided by the Data processor, as well as all further related obligations, are detailed for the DATA CONTROLLER in the annexes to this deed of appointment.

3. General obligations of the Data processor

The DATA PROCESSOR must process personal data solely and exclusively for the performance of the aforementioned Services, in compliance with the legislation on data protection, as well as with the instructions of the DATA CONTROLLER as set in the following paragraphs, and any other written instructions provided by the DATA CONTROLLER, within the limits of the services contractually due.

The DATA PROCESSOR, within the limits of the services contractually due, commits to:

- process data in a lawful, correct and transparent manner towards the data subject, exclusively within the scope of the Services provided for the DATA CONTROLLER;
- process personal data only upon the DATA CONTROLLER'S instruction, even in case of transfer of personal data to a third country or to an international organisation as specified below;
- adequately train their employees and collaborators on the application of the Regulation and supervise the work of their officers, system administrators and any sub-controllers, making them sign an appropriate confidentiality agreement;
- ensure that persons are expressly authorised to process personal data and are appropriately instructed as per Article 29 of the GDPR;
- adopt the measures required under Article 32 of the GDPR, described under point 4 'Security Measures';

- the DATA PROCESSOR must keep a record of processing operations, as per Article 30 of the GDPR;
- - comply with the conditions provided for by the GDPR when using another RESPONSIBLE of data processing, as described in point 13 "Other DATA PROCESSORS";
- - assist the DATA CONTROLLER with appropriate technical and organisational measures to ensure the DATA CONTROLLER complies with requests of the data subject's rights under Chapter III of the GDPR;
- - assist the DATA CONTROLLER in ensuring compliance with the obligations set out in Articles 32 to 36 of the GDPR, considering the nature of the processing and the information available to the DATA CONTROLLER
- - ensuring the cancellation or return of all personal data at the end of the service provision, at the request of the DATA CONTROLLER, as well as the deletion of existing copies, unless the law requires the retention of such data;
- - make available to the DATA CONTROLLER all information necessary to demonstrate compliance with Article 28 of the GDPR;
- - allow and collaborate with audit and inspection activities carried out by the DATA CONTROLLER or by their delegates.
- The DATA CONTROLLER ensures that the personal data relating to the processing activities carried out as a result of this deed of appointment:
- - are processed for specified, explicit and legitimate purposes, and, if used in other processing operations, these must be processed in accordance with such purposes, and in any case the processing is necessary for the provision of the Services, in compliance with the principles of relevance and necessity;
- - are accurate and updated as necessary;
- are relevant, complete, and do not exceed the purposes for which they are processed;
- - are stored in a form that allows their deletion, rectification (and the subsequent notification to recipients to whom the personal data deleted or rectified have been transmitted), as well as the restriction or opposition to their processing;
- - are stored in a form which allows identification of the person for a period not longer than necessary for the purposes for which the data were collected and processed;
- - are processed exclusively within the European Union and, if necessary, are transferred to third countries only in accordance with Chapter V of the GDPR.

4. Security measures

The Data processor identifies and adopts all suitable technical and organisational measures to ensure an appropriate level of security for the risk, taking into account the type of processing, its purposes, the context and the specific circumstances of the processing, as well as the technology applied and implementation costs. This commitment is ongoing and constantly aimed at maintaining the expected level of security over time. Such measures include:

i. the ability to ensure continued confidentiality, integrity, availability and resilience of systems and services of data processing;

ii. the ability to quickly restore availability and access to personal data in the event of a physical or technical incident;

iii. an adequate procedure (made available to the DATA CONTROLLER upon request) for regularly testing, verifying and evaluating the effectiveness of the measures taken to ensure the security of the processing;

iv. anonymisation, pseudonymisation or encryption of personal data, where expressly requested by the DATA CONTROLLER and previously assessed for risks by the Data processor;

v. v) where expressly requested by the DATA CONTROLLER and upon provision of evidence, update the systems and software underlying the processing of personal data, to correct or prevent potential vulnerabilities which may have a negative impact in terms of confidentiality, integrity and/or availability of the data, if not already taken care of by the Data processor. If the request for updating and/or securing is extended by the Data processor, the timeframe for the implementation of the actions will be agreed case by case. It is agreed that the Data processor is obliged to intervene and guarantee the expected level of security within 15 working days from the request if the risks associated with the report is critical.

5. Data Breach

The Data processor must, from the date of signature of this addendum, promptly inform the DATA CONTROLLER of any breach of security resulting in the accidental or unlawful destruction of data, loss of data, data updates, modification, unauthorised disclosure or unauthorised access to personal data, stored or otherwise processed, and cooperate with the DATA CONTROLLER to notify the Data Protection Authority of such breaches as per Art. 33 of the GDPR, or to notify the data subjects pursuant to Article 34 of the GDPR. The notification to the DATA CONTROLLER must be sent by PEC to the address dpo@pec.unipr.it no later

than 48h from the time the DATA PROCESSOR became aware of the breach. The notification must contain the following information:

i.   the nature of the personal data breach

ii.   the category of data subjects

iii.   the contact for requesting more information

iv.   the time elapsed from the incident to its detection, where possible

v.   the reaction time

vi.   the actions implemented or planned, and timeframe.

Should it is be not possible to provide the information timely, the information may be provided as soon as possible.

6. Data Protection Impact Assessment

From the date of signature of this addendum, the Data processor must provide the DATA CONTROLLER with any element useful to carry out the data protection impact assessment, if the DATA CONTROLLER is required to carry it out as per art. 35 of the GDPR. The DATA PROCESSOR must ensure their cooperation in carrying out any prior consultation with the Guarantor as per art. 35 of the GDPR.

7. Persons authorised to data processing

The DATA PROCESSOR must provide their employees and collaborators delegated to process personal data on behalf of the Controller with instructions suitable for the purpose, binding them to confidentiality on all information acquired while performing their activities, also for the period following the termination of their employment or collaboration.

8. System administrators

If the Data processor performs the Services in their own Data Centre, the latter must comply with the General Order of the The Italian Data Protection Authority act of 27 November 2008 "Measures and precautions prescribed for the holders of processing operations carried out by electronic means regarding the attribution of system administrator's functions", amended by the The Italian Data Protection Authority of 25 June 2009 "Amendments to the Order of 27 November 2008 concerning prescriptions for DATA CONTROLLERS of processing operations carried out using electronic tools regarding the attributions of system administrator and extension of terms for their fulfilment", as amended or replaced by the Guarantor themselves, and any other relevant Authority provision.

The Data processor undertakes to:

i. designate as system administrators the professionals who process personal data and are dedicated to the management and maintenance of processing systems and their components, database management and software development;

ii. (ii) prepare and maintain a list containing the identification details of persons qualified as system administrators and their functions;

iii. (iii) communicate, where requested by the DATA CONTROLLER, the updated list of system administrators;

iv. (iv) verify the performance of the system administrators every year;

v. (v) maintain log files in accordance with the aforementioned provision.

When Technical Support is required to the Data controller's systems, the Data controller assigns the role of System Administrator to the Data processor, prior expressed appointment for the time necessary for the intervention.

9. Data Protection Officer (DPO)

The DPO has appointed their own Data Protection Officer, who can be contacted at dpo@unipr.it, for any clarification of the policy adopted by the DPO on data protection.

10. Requests from data subjects

Considering the nature of the processing, the Data processor undertakes to assist the Data controller in fulfilling their obligations to follow up on requests by data subjects on their rights under Chapter III of the GDPR.

If the data subjects send their requests directly to the DATA PROCESSOR, the DATA PROCESSOR must forward them to the Data controller promptly and in any case no later than 10 days after the request. The communication shall be forwarded via PEC to dpo@pec.unipr.it and must include all information and documents regarding the services of own competence and relating to the petitioner, to assist the Data controller with the reply.

11. Further obligations

The Data processor makes available to the DATA CONTROLLER all information necessary to comply with the obligations set forth in the data protection legislation and/or the instructions of the DATA CONTROLLER as per this Appointment Act, and allows the DATA CONTROLLER to exercise power of control and inspection,

cooperating with the audit activities carried out by the DATA CONTROLLER themselves or by their delegate, for monitoring compliance with the obligations and instructions set forth in this Appointment Act. Any audit carried out in light of this Clause must not interfere with the normal course of the Data processor's business and reasonable notice must be given to the Data processor.

The DATA PROCESSOR also undertakes to:

a) cooperate, if requested by the DATA CONTROLLER, with other data processors, to harmonise and coordinate the entire personal data processing process;

b) carry out whatever else is reasonably useful and/or necessary to fulfil the obligations under the applicable data protection legislation, within the limits of the tasks of this deed of appointment;

c) to report on the execution of the instructions received from the Data controller, the tasks performed consequent findings, upon request of the Data controller;

d) promptly inform the DATA CONTROLLER if the personal data protection legislation has been infringed, or the data processing poses specific risks to the rights, fundamental freedoms and dignity of the data subject, and if – in their opinion - an instruction violates the legislation, national or European Union, relating to data protection.

12.   Relations with the authorities

The Data processor shall, at the request of the DATA CONTROLLER, assist the latter in their defense in case of proceedings before supervisory or judicial authorities concerning the processing of personal data.

13.   Other Data Processors

The DATA CONTROLLER authorises the DATA PROCESSOR to appoint other PROCESSORS (hereafter referred to as "sub-processors") for performing processing activities (or part thereof) covered by this deed, only if DATA PROCESSOR imposes on such persons the same data protection obligations as the Data processor, in compliance with the provisions of Article 28(4) of EU Regulation 2016/679. In any case the Data controller can object to the appointment, as per paragraph 2 of the aforementioned Article 28.

In this case, the Data controller has the right to object to the appointment and/or replacement of the sub-processor, giving their motivation within 30 days from the notification of the change occurred. After that the PARTIES will make the appropriate assessments. In particular:

- the list of the sub-processors appointed by the DATA PROCESSOR and their tasks will be promptly provided upon request of the Controller;

- the DATA PROCESSOR ensures that the sub-processors comply with the same obligations imposed by the DATA CONTROLLER regarding data protection as per this deed of appointment and in its Annex(es);
- the DATA PROCESSOR acknowledges their full responsibility towards the DATA CONTROLLER for the obligations imposed on the sub-processors appointed by the Data processor.

14.   Liability

Pursuant to Article 82(2) of the GDPR, the CONTROLLER is liable for the damage caused by the processing if they failed to comply with the obligations of the GDPR specifically addressed to the controllers, or have acted contrary to the lawful instructions of the DATA CONTROLLER.

Where the DATA CONTROLLER and the PROCESSOR are involved in the same processing operation and are, liable for any damage caused by the processing (according to the provisions of paragraphs 2 and 3 of Article 82 of Regulation 2016/679/EU), the DATA CONTROLLER and PROCESSOR are jointly liable for the damage, to ensure compensation of the data subject.

If the HOLDER of the processing or the RESPONSIBLE of the processing, in accordance with paragraph 4 of Article 82, has paid full compensation for the damage, they can claim from the other party involved in the same processing the share of the compensation corresponding to the latter's share of responsibility for the damage, in accordance with the conditions set out in paragraph 2 of Article 82 of the GDPR.

15.   Duration

This appointment takes effect from the date of signature by the PARTIES and will be valid until the termination of the effects of the contracts, including any renewals, relating to the Services provided by the DATA PROCESSOR in favour of the DATA CONTROLLER, or until the earlier termination by the Data controller for any reason (including failure to fulfil the requirements set forth under letter d) of the recitals hereof, which constitute the base of this Appointment Deed and which are a prerequisite for the performance of the Appointment Deed). It is understood that even after the termination of the effects of the aforesaid contracts, including any renewals, or after the termination in writing of this Appointment Deed, the Appointee must keep strictly confidential all data and information concerning the Controller which they have become aware of in the performance of their duties. Upon termination for any reason of the effectiveness of this deed of appointment or of the individual services provided under the contractual agreements, except for the existence of an obligation under national and/or European Union law or regulation requiring the preservation of personal data, the DATA PROCESSOR must interrupt any processing of personal data and must, at the

choice of the DATA CONTROLLER, either immediately return the personal data to the Data controller or delete the data completely. In both cases the Data processor must issue at the same time a written declaration that no copy of the data exists at the DATA PROCESSOR's premises. In the event of a written request by the DATA CONTROLLER, the Data processor must indicate the technical modalities and procedures used for the erasure/destruction. With regard to the obligation to return the data, the Data processor undertakes to use standard formats or formats to be agreed with the DATA CONTROLLER.

16.   Right of information to data subjects

The DATA CONTROLLER must, in their capacity as data controller, provide data subjects with the information referred to in Articles 13-14 of the GDPR.

To complete this information, the Data processor must inform the DATA CONTROLLER of the processing operations carried out on the surfing data of the Data Subjects, as part of the online services directly accessed by the Data Subjects.

17.   Final Provisions

It is agreed that this deed of appointment does not entitle the Data processor to any remuneration, indemnity or reimbursement for the activity carried out, including any increase in the remuneration due to the Data processor by virtue of the contractual relationship with the Controller.

For all matters not included in this Appointment Deed refer to the general provisions in force and applicable to the protection of personal data.

The DATA CONTROLLER reserves the right to revise the terms of this deed of appointment, should the legislation undergo significant reform.

Attachments: list of processing operations for the services of ....

Computer document digitally signed according to Legislative Decree no. 82 of 7 March 2005 and related regulations.

DATA CONTROLLER	DATA PROCESSOR
UNIVERSITY OF PARMA	....
Magnifico Rettore Prof. XXXXXXX	....

*Automatic Translation Notice: This form has been translated using artificial intelligence systems.

While every effort has been made to ensure maximum accuracy, if you notice any errors, please report them by writing to dpo@unipr.it.