

Fondazione
CARIPLO



FONDAZIONE
telethon

CARIPLO – TELETHON AGREEMENT

Agreement for the joint control of personal data processed within the framework of the management of the Cariplo Telethon Alliance joint Call for Applications

In observance of art. 26 of EU Regulation 2016/679 (“GDPR”), Fondazione Telethon ETS and Fondazione Cariplo (jointly, the “Parties”) have reached an agreement under which they have established their respective responsibilities with regard to compliance with the obligations deriving from the GDPR, the essential content of which is reported below:

- a) the Parties shall provide the information set forth in article 13 of the GDPR to the data subjects upon their first useful contact. Therefore, researchers and Applicants will receive the information together with the Call for Applications, and in the event of processing operations that require consent as the legal basis for processing, the Parties shall ensure said consent is formally acquired from the data subjects concerned;
- b) with reference to the members of the Scientific Committee (“SC”), the information will be provided by Fondazione Cariplo at the time the appointment is made, clearly distinguishing between the purposes for which Fondazione Cariplo exercises independent control – i.e. for the management of the contract – and the purposes for which joint control is exercised with Fondazione Telethon ETS, i.e. purposes regarding functional registration for access to the IT platform on which the evaluation process is managed and purposes regarding the management of the evaluation process;
- c) Fondazione Cariplo, on the occasion of the signing of the appointment on the part of the members of the SC, will have each member of the SC sign the deed of appointment to Data Controller. Said appointment will also be made in the name and on behalf of Fondazione Telethon ETS, since the personal data that will be processed by the members of the MSC within the framework of the evaluation process fall under the joint control of Fondazione Telethon ETS and Fondazione Cariplo;
- d) with reference to the External Reviewers, they will be granted access to the Platform – and therefore to the personal data relating to the Call for Applications – only after they have been provided, via the Platform, with the information and the deed of appointment to Data Controllers. The appointment will be made jointly by Fondazione Telethon ETS and Fondazione Cariplo, in their capacity as joint data controllers;
- e) data subjects may exercise their rights vis-à-vis Fondazione Telethon ETS and Fondazione Cariplo either by contacting the DPO of Fondazione Telethon ETS, the lawyer Michela Maggi: michela.maggi@milano.pecavvocati.it or mmaggi@maggilegal.it. or, for Fondazione Cariplo, by writing to: privacy@fondazionecariplo.it
- f) the procedure to notify any data breaches will be handled as indicated in Annex A of this document;

- g) Fondazione Telethon ETS and Fondazione Cariplo mutually guarantee that they have implemented the appropriate technical and organisational measures and procedures in order to ensure an adequate level of security to deal with the risks, as per the GDPR and the privacy regulations. Fondazione Telethon ETS and Fondazione Cariplo undertake to regularly verify compliance with said measures and to provide sufficient documentation to the other Party, as well as to carry out regular monitoring on the level of security achieved, in order to ensure it is always adequate to deal with the pertinent risks;
- h) Fondazione Telethon ETS and Fondazione Cariplo, in their capacity as joint data controllers, shall be jointly responsible for the full amount of any damage suffered, to ensure compensation is effectively provided to the data subject. Where one Party should be called upon to compensate a subject in full for any damage suffered, the Party that has paid such compensation shall be entitled to take action against the other Party, exercising its right of recourse.

ANNEX A – PROCEDURE FOR THE NOTIFICATION OF A PERSONAL DATA BREACH

1.1. Fondazione Telethon ETS and Fondazione Cariplo agree that Telethon shall, if the conditions therefore exist, and after informing Fondazione Cariplo, notify the Personal Data Protection Authority referred to in art. 33 of GDPR and, where necessary, the data subjects, pursuant to art. 34 of the GDPR.

Fondazione Cariplo must notify Telethon via PEC registered e-mail to marco.montesanto@legalmail.it of any data breach it is responsible for within a maximum of 48 hours from the moment it becomes aware of said breach. The contact person in Fondazione Cariplo who must provide said notification is Ms. Giulia Bechi, who must inform the Legal Office of Fondazione Cariplo by writing to privacy@fondazionecariplo.it

1.2 Data breach refers to any breach of security that accidentally or unlawfully involves the destruction, loss, modification, unauthorised disclosure of or access to personal data transmitted, stored or in any way processed.

Fondazione Cariplo will provide Fondazione Telethon ETS with its full cooperation with regard to carrying out the obligations incumbent thereupon to provide notice of the aforesaid breaches to the Authority, pursuant to art. 33 of the GDPR or to the data subjects concerned, pursuant to art. 34 of the GDPR.

1.3 The notification referred to in paragraph 1.1. above shall contain the following information:

- a. the nature of the breach of personal data
- b. the category and approximate number of the data subjects
- c. the category and approximate number of the records of personal data
- d. the contact person from whom more information can be obtained
- e. a description of the probable consequences of the breach
- f. the action that has been taken or is to be taken as a consequence of the breach
- g. technical and organisational measures adopted at the origin for the protection of the personal data regarded by the breach
- h. security measures adopted subsequent to the discovery of the breach.

1.4 Fondazione Cariplo undertakes to provide all the useful and pertinent information, exercising maximum diligence in order to assist Fondazione Telethon ETS in the notification operations or in verifying the need for notification, or for any other procedures or communications. Fondazione Telethon ETS undertakes to inform Fondazione Cariplo of any breach of personal data processed by Fondazione Telethon ETS within the framework of the joint data control relationship and any related actions taken or to be taken.

Fondazione Cariplo and Fondazione Telethon ETS agree that all costs or expenses relating to the measures set forth in article 12 of the Agreement - only for the part regarding joint data control - and in relation to arts. 1.1, 1.2, 1.3 of this annex, shall be borne by both Parties, unless the data breach is exclusively attributable to one of the Joint Data Controllers, in which case said Party shall be obliged to refund all costs or expenses paid.

1.5 In the event of failure to comply with the obligations set forth in this annex, or in the event of a breach of personal data obligations on the part of Fondazione Cariplo within its own organisation, or within the framework of the joint data controller relationship as set forth in the Agreement, that may be damaging Fondazione Telethon ETS in any way, Fondazione Cariplo undertakes to hold Fondazione Telethon ETS harmless from and against any and all liability.

1.6 In the event of failure to comply with the obligations set forth in this annex, or in the event of a breach of personal data obligations on the part of Fondazione Telethon ETS within its own organisation, or within the framework of the joint data controller relationship as set forth in the Agreement, that may be damaging Fondazione Cariplo in any way, Fondazione Telethon ETS undertakes to hold Fondazione Cariplo harmless from and against any and all liability.