JOINT CONTROLLER AGREEMENT

art. 26 (1) EU REGULATION 2016/679 (GDPR)

BETWEEN

IRCCS Ospedale Policlinico San Martino, Largo Rosanna Benzi, 10 - 16132 Genova (part I)

AND

_____ (part II)

Relating to the Project/Study

Enter title and description of the Project/Study.

ART.1 – PARTIES OF THE JOINT CONTROLLER AGREEMENT

1.1 This Joint Controller Agreement states the rights and obligations assumed jointly by the two Data Controllers, (hereinafter referred to as the Parties)

1.2 Properly, the Parties hereby declare themselves to be Joint Data Controllers with respect to the activities the processing as represented below, with respect to which they have jointly determined, through appropriate preliminary impact assessment pursuant to Article 35 of the GDPR, the ways, means, and purposes as described in this deed pursuant to Article 26 of the GDPR regarding the protection of personal data object/Study

ART. 2 – OBJECT OF THE JOINT CONTROLLER AGREEMENT

The Parties have agreed to jointly carry out within the scope of the Project/Study _____ certain related personal data processing activities as detailed in the annex attached hereto, which shall be considered an integral part of this agreement.

ART. 3 – DATA PROCESSING

3.1 The processing of personal data covered by the co-ownership agreement has the following legal basis:

□ Consent given by the data subject to the processing of personal data for 1 or more specific purposes;

□ Performance of a contract or pre-contractual measures (only for care allowance);

□ Fulfillment of legal obligation to which the data controller is subject;

□ Safeguarding the vital interests of the data subject or other natural person;

□ Performance of task of public interest or related to the exercise of public authority.

3.2 The processing involves the following categories of personal data:

□ Pseudonymized personal data;

□ Personal data;

□ Immediately identifiable personal data;

□ Personal data belonging to special categories: a) biometric data; b) health data; c) genetic data; data relating to sexual life; data for greater protection of anonymity;

□ Other (specify).

3.3 The data subjects to whom the personal data being processed relate are referable to the following categories:

□ Collaborators;

□ Citizens;

□ Patients;

□ Fragile subjects;

□ Minors of age;

□ Care-givers;

□ Relatives, kin and cohabitants, legal representative and exercising parental responsibility:

□ Other (specify).

3.4 The methods of processing of personal data covered by the co-ownership agreement are as follows:

□ Analog;

□ Electronic:

□ Automated.

3.5 The processing of personal data covered by joint controller agreement takes place at:

List the individual facilities at which the processing of personal data of each co-owner involved is carried out (Part I and Part II)

3.6 Part 1 and Part 2, in the event that software is used to carry out the personal data processing activities covered by the joint controller declare that they use the following software:

Software used for data processing (Part I)	
Name of the software	**Provider of the software**

Software used for data processing (Part II)	
Name of the software	**Provider of the software**

ART. 4 – GUARANTEES OF THE PARTIES

4.1 Each Party guarantees compliance with applicable legal provisions, with particular regard to the principles of purpose limitation (Article 5 of the GDPR letter b) and data minimization (Article 5 of the GDPR letter c) under which data must be processed for the specific purposes for which they are collected and processed in a manner that is adequate, relevant and limited to what is necessary in relation to the purposes. The Parties shall ensure that only personal data strictly necessary for the legitimate conduct of the processing are collected.

4.2 Finally, the Parties shall take all appropriate technical and organizational measures to ensure that the rights of data subjects, in particular those set forth in Articles 12 to 22 of the GDPR, are effective within the legal time limits.

ART. 5 – INFORMATION AND RIGHTS OF DATA SUBJECTS

5.1 The Parties undertake to provide free of charge to the data subject the information required under Articles 13 and 14 of EU Regulation 2016/679 in a concise, transparent, intelligible and easily accessible form in clear and simple language and in the following manner:

☐ Posting at the premises of the Parties (I and II) or Processor depending on the processing;

☐ Website posting;

☐ Delivery to the Data Subject.

5.2 The Parties have identified their Data Protection Officer:

Part	Name	E-mail address
1	Compliance officer e data protection di Polito dott.ssa Filomena	dpo@hsanmartino.it
2		

5.3 The Parties undertake to inform each other of any changes in their respective contact person and to make available to data subjects the essential content of the data protection co-ownership agreement (Art. 26(2) of EU Regulation 2016/679).

5.4 Data subjects may assert their rights under Articles 15 to 22 of the EU Regulation 2016/679 against both Parties and any data subject may in this regard submit a request to the Data Protection Officer of either Party.

5.5 The Data Protection Officer receiving the petition may refer it, if he/she cannot handle the data subject's requests directly, to the Data Protection Officer of the other Party.

5.6 If the data subject requests that his or her personal data be rectified or deleted, the Party receiving the instance shall inform the other Party in advance, which may object to the deletion for justified reasons

ART. 6 – AUTHORIZED TO DATA PROCESSING

The Parties hereby declare that for the performance of the processing activities covered by this co-ownership deed, it appears that all authorized persons under Articles 28 and 29 have already been designated, to whom special operational instructions for the protection of personal data have been issued and to whom appropriate notification of the joint controller agreement regime will be sent.

ART. 7 – SECURITY, AUDITS AND CONTROLS

The Parties undertake to adopt any technical and organizational security measures appropriate for the protection of personal data subject to the specific processing of personal data concerning this joint controller agreement, which shall be updated when appropriate, in light of technical knowledge, state of the art and implementation costs, as well as the nature, object, context and purpose of the processing, as well as the risk of varying likelihood and severity to the rights and freedoms of natural persons, adequate to ensure a level of security appropriate to the risk.

If a Party in the course of the activities of control and verification of the proper processing of personal data, carried out also with respect to the Processors, highlights a non-compliance, it shall inform the other Party without delay.

ART. 8 – REGISTER OF PROCESSING ACTIVITIES

The Parties undertake to adopt and keep up-to-date the Register of Personal Data Processing Activities provided for in the first and second paragraph of Article 30 of EU Regulation 2016/679 and, in particular, to note therein the nature and details of the specific processing that is the subject of the joint controller agreement.

ART. 9 – DATA BREACH

The Parties undertake to adopt the necessary procedures for the management of the measures provided for in Articles 33 and 34 of the EU Regulation 2016/679 and to inform each other immediately of any security incident relevant to the other Party as well as to cooperate for the minimization of the risks resulting from any personal data breach.

ART. 10 – FINAL PROVISIONS

Regardless of the provisions of this agreement, the Parties are each liable to the extent of their competence to the data subjects for damages caused by processing that does not comply with EU Regulation 2016/679, except in cases where the correctness of the processing of personal data can be proven.

Read, confirmed and signed digitally, in the absence of spatial/temporal contextuality, pursuant to Article 21 D.Lgs. n. 82/2005, as amended and supplemented.

IRCCS Ospedale Policlinico San Martino

Dr. Marco Damonte Prioli

General Director

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Legal Representative

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