**OBLIGATIONS OF THE HOST PARTNER**
**WITHIN THE FRAMEWORK OF AGREEMENTS FOR ACTIVATING INTERNSHIPS**
**AS DATA PROCESSOR**
pursuant to Art. 28 of Regulation (EU) 2016/679
of the European Parliament and of the Council of 27 April 2016

Given that, with the signing of the "Agreement for Activating Internships", the Ca 'Foscari University of Venice, as Data Controller of personal data ("**Data Controller**"), has appointed the host entity as **Data** Processor ("**Data Processor**") with reference to the activities of (i) selecting interns, by examining Curricula Vitae and any other data, including special data (in the case of students with disabilities), (ii) keeping attendance registers, (iii ) processing personal data in the event of any injuries to interns or damage covered by third party liability insurance and (iv) compilation of the final assessment form (i.e. the last page of the Attendance Register), which the university requires to recognise the credits in the student's study plan ("**Services**"); in this capacity and for the entire duration of the aforementioned Agreement, the host entity undertakes:

- to process Personal Data (as defined below), on behalf of the Data Controller, exclusively for the performance of the activities indicated, in compliance with the applicable legislation (understood to mean Regulation (EU) 2016/679 - "**GDPR**", Legislative Decree no. 196/2003 and the Provisions of the European Data Protection Board and the Italian Data Protection Authority - "**Authority**"), the instructions provided by the Data Controller in this document and in the aforementioned Agreement and any other written indication that may be issued by the Data Controller; it is therefore expressly forbidden for the host entity to process personal data for its own purposes; the categories of processing, the categories of data subjects and the types of data processed by the host entity for the provision of the Services ("**Personal Data**") are detailed in the table at the bottom of this document (Table 1);
- not to disclose or communicate to third parties the Personal Data processed on behalf of the Data Controller, unless it is necessary for the provision of the Services;
- to keep a register, as required by Art. 30 of the GDPR, in electronic or paper format, of all the processing carried out on behalf of the Data Controller, providing an excerpt without delay if requested;
- to ensure that any employees who access Personal Data have (i) received adequate instructions and training with reference to the applicable legislation and (ii) are bound to comply with confidentiality obligations at least as rigorous as those established in this document, even for the period following termination of the employment or collaboration relationship;
- to organize its facilities and offices in order to guarantee the correct performance of the Services;
- to appoint its own system administrators, in compliance with that established by the Authority in the provision of 27.11.2008, published in Gazzetta Ufficiale no. 300 of 24.12.2008, where necessary, promptly notifying the Data Controller, where required, and to fulfil the additional requirements included in the aforementioned provision;
- to identify and adopt technical and organizational measures, pursuant to Art. 32 of the GDPR, necessary to guarantee a level of security appropriate to the risk, taking into account the state of the art, the implementation costs as well as the nature, subject, context and purposes of the processing undertaken, as well as the risk of varying probability and severity for the rights and freedom of individuals ("**Technical and organizational measures**");

- to assist the Data Controller, providing any support useful to the Data Controller for performing impact assessment on data protection pursuant to Art. 35 of the GDPR, as well as - where there is a high risk - collaborating in any way necessary in possible prior consultation with the Authority pursuant to Art. 36 of the GDPR;
- to notify the Data Controller, pursuant to Art. 33 of the GDPR, without undue delay and in any case no later than twenty-four (24) hours from its discovery, of any breach of security that may accidentally or unlawfully lead to the destruction, loss, modification, unauthorized disclosure of or unauthorized access to Personal Data, even occurring at its Subprocessors (as defined below); the notification must contain all the requisites envisaged by Art. 33, paragraph 3 of the GDPR (the nature of the breach, the data subjects concerned, the possible consequences and the new security measures implemented); the Data Processor must also adopt, in agreement with the Data Controller, new security measures to mitigate the adverse effects of the event and restore the previous situation;
- to prepare and update a register detailing any breach of Personal Data, indicating the nature of the breaches, the data subjects concerned, the likely consequences and the new security measures implemented;
- to transfer Personal Data processed on behalf of the Data Controller outside the European Economic Area only where there are adequate measures pursuant to Chapter V of the GDPR;
- to notify promptly the Data Controller, within three (3) working days, of any requests from data subjects that reach the Data Processor, by sending a copy of the requests received to the Data Controller as well as collaborating in order to ensure data subjects can exercise fully all their rights under the applicable legislation;
- to notify the Data Controller immediately, and in any case within twenty-four (24) hours, of any request or communication received from the Data Protection Authority or the Judicial Authority, forwarding a copy of the requests, in order to agree jointly on the response;
- to prepare suitable internal procedures for checking periodically the correct application and adequacy of the obligations put in place pursuant to the applicable legislation, implemented in agreement with the Data Controller;
- to make available to the Data Controller all the information necessary to demonstrate compliance with the obligations set out in the applicable legislation and/or the instructions given in this agreement; in particular, the Data Processor accepts as of now to be subjected to inspections by the Data Controller or by another entity appointed by the Data Controller, and undertakes to collaborate in any way necessary to ascertain compliance with the aforementioned obligations; these inspections shall be conducted in a manner that does not interfere with the normal course of the activities of the Data Processor and reasonable notice shall be given;
- in the event of use of Data Subprocessors (in accordance with the provisions of Art. 28, paragraph 2 of the GDPR), to send the following information to the Data Controller, by written communication: (i) name, registered address and contact details of the Subprocessor, (ii) processing activities delegated to the Subprocessor, (iii) place of processing and location of the servers, (iv) date of conclusion of the contract between the Processor and the Subprocessor; the Data Controller may express its opposition within fifteen (15) working days from the date of delivery of the aforementioned communication; after this deadline, the appointment shall be considered accepted by the Data Controller; in any case, the Data Processor must enter into a contract with the Subprocessor that requires the Subprocessor to comply with Instructions equivalent to those provided in this document, including compliance with the technical and organizational measures as well as the possibility of being subjected to audits; the Data Processor

shall be liable towards the Data Conroller for any violation of the obligations set out in the agreement signed with the Subprocessors due to actions or omissions by the Subprocessors;

- to indemnify and hold harmless the Data Controller against any loss, cost, expense, fine and/or penalty, damage and any liability of any nature deriving from or in connection with any violation by the Data Processor of the obligations of the applicable legislation or of the provisions outlined in this document;

- upon termination - for any reason - of the effectiveness of the Agreement for Activating Internships, to stop any personal data processing and arrange, at the discretion of the Data Controller, within fifteen (15) working days: (i) the immediate return of the Personal Data to the Data Controller or to send the Personal Data to another entity indicated by the Data Controller; (ii) the complete, irreversible and permanent cancellation or destruction of the Personal Data; the Data Processor must a issue written statement that it has not kept a copy of the Personal Data; the foregoing shall not apply if (i) the Data Processor has a legal or regulatory obligation that requires the retention of the Personal Data, or (ii) data retention is necessary for the Data Processor to demonstrate that it has correctly fulfilled the Agreement or has to assert its rights in court.

All communication relating to this document must be made to the contacts indicated in the Agreement.

| Personal data **processing operations** delegated to the Data Processor for the execution of the services |
|---|
| X collection |
| □ recording |
| □ organization/structuring |
| X visualization |
| □ change |
| X retention |
| X destruction[1] |
| X cancellation[2] |
| X communication |
| □ disclosure |
| **Categories of Personal Data** processed by the DATA PROCESSOR |
| X generic data |
| □ religious or philosophical beliefs |
| X health data |
| □ data relating to sex life or sexual orientation |
| □ trade union membership |
| □ political opinions |
| □ genetic data |
| □ biometric data |
| **Categories of Data Subjects** (persons to whom the personal data refer) |
| X students |
| □ employees/collaborators |
| □ suppliers |
| □ other (specify) _____ |

*Table 1 - Processing Operations, categories of Personal Data, categories of Data Subjects with reference to the Services provided by the Data Processor.*

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[1] In case of processing operations using non-electronic tools.
[2] In case of processing operations using electronic tools.