ANNEX 7

DATA PROCESSING AGREEMENT

Between

[INSERT THE RELEVANT EDPR ENTITY], with registered office in [●]

(the "**Controller**")

and

[*INSERT NAME OF THE DATA PROCESSOR eg. Agents, suppliers of HR or IT services*], with registered office in [●]

(the "**Processor**")

Considering:

1) That on [*insert date*], the Controller and the Processor signed a contract concerning [●] (the "**Contract**"), of which this Appointment (the "**Appointment**") constitutes a substantial part;

2) The Controller acts as a data controller - according to article 4, n. 7), of the European Regulation n. 679 of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data (the "**GDPR**") - with regard to the personal data, as defined in article 4 of the GDPR which must be processed (as defined below) by the processor in order to perform the Contract (the "**Relevant Personal Data**"), as indicated in article 2;

3) For the purposes of performance of the Contract, relevant personal data will be processed by the Processor on behalf of the Controller;

4) The Controller has determined that, on the basis of the information provided by the Processor through the Compliance Checklist (as defined below) and other information at its disposal, the Processor offers sufficient guarantees, in particular in terms of experience, resources, capacity and reliability, to implement the technical and organizational measures necessary to ensure that the processing of personal data relevant to the performance of the Contract is carried out in accordance with the Privacy Regulation, as defined below;

5) Therefore, it is the intention of the Controller, as data controller, to proceed with the appointment of the Processor, as Data Processor within the meaning and for the purposes of article 28 of GDPR, with regard to the processing of personal data relevant for performance of the contract and the Processor intends to accept this appointment.

All these considered, the Controller and the Processor agree on the following.

1. Definitions

In addition to the terms defined above, in this Appointment, the terms "**Personal Data**" "**International Organization**", "**Processing**", "**Personal Data Breach**", "**Data Protection Officer**", "**Data Controller**" and "**Data Processor**" will have the same meaning ascribed to them by the Privacy Regulation (as defined hereafter). Moreover, the additional terms listed below, will have the following meanings:

"Compliance Checklist" is the document set out in Annex 1 as updated or changed by the controller upon notice to processor;

"**Person in charge of the processing**" means the employees, representatives or any other natural person authorized by the Processor and/or any Sub-Processors, to process Relevant Personal Data;

"**Data Subject**" means any natural person, including individual entrepreneurs, identified or identifiable, to which the personal data refers to;

"**Security Measures**" means the security measures required by the Privacy Regulation and any other obligation laid down therein, to ensure the security and confidentiality of personal data, including the steps to be taken in case of a Personal Data Breach in order to avoid or reduce the negative impact of the breach on the data subjects;

"**Privacy Regulation**" means the Italian Legislative Decree no. 196/2003, as lastly modified and amended by the Italian Legislative Decree no. 101/2018 (the "**Privacy Code**"), the GDPR and any other rule on the protection of personal data during the processing activities, which already is, or will be applicable by the time this contract becomes effective, including measures, guidelines and opinions of Article 19 Working Party and the European Board for the Protection of Personal Data, as defined by art. 63 ss. GDPR and of any other relevant authority. Where a contrast should arise between the provisions of the Privacy Code, the GDPR and/or any other implementing measures adopted by the competent authorities, the GDPR and its implementing measures will prevail and become fully applicable.

"Sub-Processor" means a legal person, an individual entrepreneur or a freelance, appointed by the Processor to carry out the processing of relevant personal data.

2. Object

2.1 Through this Appointment, the Controller appoints the Processor as processor of the Relevant Personal Data, and the Processor accepts the appointment and undertakes to process the Relevant Personal Data on behalf of the Controller and in the ways and manners defined in this Appointment.

2.2 For the purposes of this Appointment, the Processor will only process Relevant Personal Data, which relate to:

a) the following types of personal data: [*name and surname, phone number, email address, etc.*], and

b) the following categories of data subjects: [*employees, candidates, clients, suppliers, etc.*]

2.3 The Processor will process Relevant Personal Data only for the purpose of fulfilling the Contract and to the extent and in the ways and manner provided for in this Appointment and in the Privacy Regulation; by strictly following the Controller's instructions and by informing the Controller immediately and in writing, whenever he believes that an instruction is in violation of the Privacy Regulation or of the applicable law in general.

2.4 It is expressly forbidden for the Processor to process Relevant Personal Data which are different (with regard to the categories and/or the data subjects) than those specified in this clause and/or for purposes other than those indicated in this clause and in this Appointment.

2.5 The Processor undertakes to notify to the Controller, promptly and in writing, and in any case no more than 24 hours after the acknowledgment, whenever it has access or performs any form of processing of types of personal data different than those listed above or processes data for purposes other than those listed above. To this end, the Processor declares and ensures that its organizational and technical measures are able to track personal data that are processed, the data subjects to which they relate and to identify any processing which violates the terms of this Appointment.

2.6 Any processing of Relevant Personal Data performed by the Processor or by its Sub Processors, either directly or through the people in charge, which is not directly related to the activities covered by the Contract, shall not be deemed to be included in the object of this Appointment. Therefore if the Processor and/or his Sub Processors process personal data, including Relevant Personal Data, for other purposes on the basis of various relationships with Data Subjects, they will not do so acting as Data Processors, but as independent data controllers or processors for other subjects different than the Controller.

3. Duration

3.1 Except for the provisions set forth in Clause 15, the Appointment will produce its effects from the date of validity of the Contract and shall remain in force until the date of termination of the Contract, except in cases of early termination, provided for by Appointment (the cases of early termination and termination due to lack of effectiveness of the Contract are collectively defined as "**Cases of Termination of the Appointment**").

3.2 In any Case of Termination of the Appointment, the Processor, at its own expense, will:

a) immediately cease any processing of Relevant Personal Data; and

b) within a period of time no longer than 7 calendar days from the termination of the Contract,

i) except when there is a different and previous communication from the Controller, return the Relevant Personal Data in its possession to the Controller, either in electronic or paper format, in ways and manners that allow the processing by the Controller and by any other data processor identified by the Controller, including facilitating the transfer of the data into the servers of the Controller or the new processors; and

ii) delete copies of Relevant Personal Data, including any copy in electronic or paper format from its computer systems, archives or any other location or device in which they were kept, except for the cases where specific retention periods are required by the applicable law.

3.3 The Processor undertakes to ensure that all People in charge of the processing, any Sub-Processor and their own People in charge of the processing, comply with the obligations referred to in Clause 3.2, in accordance with the modalities and timing specified therein.

3.4 The Processor must give written confirmation to the Controller of the implementation of the activities referred to in this Clause 3, without delay and in any case within the time limits referred to in Clause 3.2, also mentioning the possible retention of Relevant Personal Data request under Clause 3.2.

3.5 The Processor acknowledges and agrees that, if the Processor itself and/or any of its employees or subcontractors should be required by the applicable law to retain a copy of any Relevant Personal Data, either all of them or only a part, after the termination of the appointment, the Processor will keep these data in quality of data controller, according to the Privacy Regulation and only for the processing activities which are strictly required to comply with the legal obligations.

4. Obligations of the Processor

4.1 The Processor acknowledges and agrees to the mandatory nature of the Appointment.

4.2 The Processor, acting as the data processor, and at its own expense agrees to:

a) treat only the Relevant Personal Data that are strictly necessary to perform the contract or to fulfil any legal obligations;

b) process Relevant Personal Data lawfully, fairly and in full compliance with the principles applicable to the processing required by the Privacy Regulation and with all the information on the Processing of the Relevant Personal Data provided to the data subjects;

c) verify that the Relevant Personal Data are accurate, adequate, complete and not excessive in relation to the purposes for which they were processed, by reporting in writing to the Controller when there is a need to review, update, correct or delete the Relevant Personal Data and undertakes to update, modify, correct or delete the data at the request of the Controller;

d) assist and cooperate with the Controller in the case of any request by the competent authorities and in order to comply with obligations set out in the Privacy Regulation, including the performance of the activities listed in ù section 3 of Chapter IV of GDPR;

e) assist and cooperate with the Controller in the event of breaches of personal data, according to Clause 9;

f) make available to the Controller all information necessary to demonstrate compliance with the obligations under Privacy Regulation; and

g) allow and contribute to activities of review, including inspections, carried out by the Controller or another person appointed by the Controller, according to Clause 12.

4.3 The Processor declares that it has appointed a data protection officer who can be contacted at the following email address[*].

5. Record of processing activities

5.1 According to article 30, paragraph 2, of the GDPR, the Processor undertakes to keep a separate register, constantly updated for all categories of activities relating to the processing of Relevant Personal Data carried out on behalf of the Controller. This Record must contain:

a) the name and contact details of the Processor and of its Sub-Processors involved in the processing of Relevant Personal Data, the Controller and, where applicable, the data protection officer of the Controller and of the Processor;

b) the categories of processing activities carried out on behalf of the Controller;

c) where applicable, Relevant Personal Data transferred to a third country or an international organization, including the identification of the third country or international organization and, for the transfers referred to in the second paragraph of article 49 of the GDPR, documentation of adequate guarantees;

d) a general description of the technical and organizational security measures defined in article 32, paragraph 1 of the GDPR.

5.2 The Processor undertakes to promptly provide the Controller with a copy of the register, upon request of the Controller and/or competent authorities.

5.3 The Processor undertakes to provide the Controller with all relevant information concerning the processing of Relevant Personal Data necessary for the Controller to prepare its own registry of the processing activities, as defined by article 30, paragraph 1, of the GDPR.

6. Obligations related to the People in charge of the processing

6.1 The Processor undertakes to

a) ensure that People in charge of the processing have access to only those Relevant Personal Data which are strictly necessary to the correct and full performance of the Contract or to comply with legal obligations, and in any case subject to the limitations and in accordance with the terms of this Appointment and of the Privacy Reregulation;

b) allow the processing of Relevant Personal Data only to those People in charge of the processing who:

   i) have enough experience, skills and training to ensure compliance with the Privacy Regulation and must access the data in order to perform the Contract;

   ii) have carried out, at least once a year, a specific training course about the obligations set forth by the Privacy Regulation;

   iii) are appointed in writing as People in charge of the processing with regard to the Relevant Personal Data.

      1) by giving them in writing detailed operating instructions about their obligations with regard to the processing of Relevant Personal Data and in particular about the precautions in order to ensure that the processing of Relevant Personal Data complies with the Appointment and with the Privacy Regulation and to prevent personal data breach and the activities to be performed in case of a personal data breach;

      2) by binding in writing the People in charge of the processing to strict confidentiality in the processing of Relevant Personal Data and

      3) by monitoring scrupulously the exact fulfilment of the instructions received and of the obligations to which they are subject;

c) take physical , technical and organizational measures to ensure that

   i) each Person in charge of the processing can have access only to Relevant Personal Data that can be processed based on his authorizations, taking into account the activities that they carry out in the performance of the Contract;

   ii) any processing of Relevant Personal Data in breach of the Contract and/or the Privacy Regulation is promptly identified and notified to the Controller, also in accordance with the procedure and the timing provided for in article 9 in the event of a data breach ; and

   iii) at the termination of the Contract or the assignment, including the cases of termination of the employment relationship or collaboration with the

Processor or the Sub Processor, he ceases immediately the processing of Relevant Personal Data and does not store any copy of the Relevant Personal Data, either in electronic or paper format.

7. Sub-Processor

7.1 The Processor undertakes to not permit or authorize the processing of Relevant Personal Data to any Sub-Processor without prior written permission, general or specific, of the Controller.

7.2 Where the Processor is allowed to subcontract all or part of the processing of Relevant Personal Data during the performance of the Contract to a Sub Processor, the Processor must:

a) in the case of a general written authorization, promptly inform the Controller of any modifications regarding the addition or replacement of Sub-Processors, including a detailed description of the processing operations that may be carried out by the Sub-Processor, and in this way, allowing the Controller to object to such modification;

b) ensure that each Sub-Processor offers adequate safeguards according to the standards of the Privacy Regulation, with regard to the technical and organizational measures taken for the processing of Relevant Personal Data, making sure the Sub-Processor immediately ceases any processing of Relevant Personal Data if those measures should fail, also according to the information provided in the Compliance Checklist, described in Clause 7.2 c) and e) below;

c) ensure that only Sub Processors which have provided in time a truthful Compliance Checklist as per Annex 1 and on the basis of the information contained therein, meet the requirements set out in this Clause 7, providing for each Sub-Processor, a copy of the Compliance Checklist, as filled by the Sub-Processor, to the Controller before the processing by the Sub-Processor starts or, in the case of general authorization under previous article 7.2) (a), at the time of the communication of the Sub-Processor to Controller, also in order to enable the Controller to objet the appointment of the Sub-Processor;

d) ensure that each Sub-Processor is subject to appropriate confidentiality obligations and bound by a written agreement of similar content to this Appointment and by promptly notifying the Controller of any breach of this agreement by the Sub-Processor; and

e) ensure that, upon request of the Company and once a year, no later than 15th January of each calendar year, each Sub Processor fills out the Compliance Checklist with regard to the organizational and technical measures taken for the processing of Relevant Personal Data, sends it the Processor that-only when requested by the Controller - must forward it to the Company. It is understood that each Sub Processor must in any case comply with the obligations laid down by the GDPR and its implementing measures, from the moment it starts the processing of the Relevant Personal Data.

7.3 The Processor acknowledges and agrees that

a) any processing of Relevant Personal Data performed by Sub-Processors or by their People in charge of the processing which does not comply with the terms of this Appointment, shall be treated as a violation of this Appointment by the Processor itself;

b) any obligation of the Processor under this Appointment must be considered also applicable with respect to its Sub-Processors and their People in charge of the processing ; and

c) the Company may refuse the authorization to processing of Relevant Personal Data to a Sub-Processor of the Processor or object to the execution of any activity of processing by a Sub Processor, even the Sub Processor has been appointed, at its own discretion.

8. Security measures

8.1 The Processor undertakes to adopt all safety measures in accordance with the terms of the Privacy Regulation and the of the Contract.

8.2 Specifically, the Processor, considering the state of the art and the cost of the implementation, as well as the nature of the object, the context and the purposes of the processing of the Relevant Personal Data, as well as the risk that the processing involves for the rights and the freedom of individuals and the probability and severity thereof, undertakes to implement appropriate technical and organizational measures to ensure an adequate level of security to the risks relating to the processing of Relevant Personal Data. In any case, the Processor undertakes

a) to adopt all safety measures required by the Compliance Checklist in accordance with the highest market standards;

b) to store Relevant Personal Data separately from other data processed for its own purposes or on behalf of third parties and only in places notified under Clause 12; and

c) to send the Controller once a year, and no later than 30th January of each calendar year the Compliance Checklist on the physical, organizational and technical measures taken for the processing of Relevant Personal Data by the Processor and by its Sub Processors, together with any other additional information requested by the controller in relation to physical, technical and organizational measures which are implemented for the processing of Relevant Personal Data.

9. Relevant personal data breach

9.1 In the event of a personal data breach, such as incidents that could compromise the security of Relevant Personal Data (*e.g.* loss, damage or destruction of Relevant Personal Data both in paper and electronic form, unauthorized access of third parties to Relevant Personal Data or any other relevant personal data breach), including personal data breach that occurred as a result of a conduct of any Sub-Processor, of the Processors and/or its People in charge of the processing, the Processor must:

a) immediately within 24 hours by the knowledge, notify the Controller by sending an email at **[●]** drafted on the basis of the format attached in Annex 2, providing the information requested therein; and

b) together with the Controller, immediately and without any delay, adopt every necessary measure to minimize risks of any kind for the data subjects arising from the breach, remedy to the Relevant Personal Data breach and to mitigate its possible negative effects.

9.2 For the purposes of this Appointment, the Processor declares and ensures that its Company and any appointed Sub-Processor, have adopted technical and organizational measures

a) that can promptly identify any breaches of personal data and provide information and carry out the activities referred to in this Clause, in the ways and manners and the timing specified therein; and

b) sufficient to make it unlikely that any breach of Relevant Personal Data presents a risk to the rights and freedoms of the Data Subjects, including through the use of technologies such as encryption, which makes Relevant Personal Data incomprehensible to anyone who is not authorized to access it.

9.3 The Processor undertakes to keep a register that lists all the personal data breach related to Relevant Personal Data covered by this Appointment, the circumstances related to it, its consequences and the measures taken to remedy the breach and any violation other of this Appointment. This register must be presented to the Controller upon request of the latter.

10. Rights of data subjects

10.1 The Processor must ensure the effective exercise of the rights granted to the data subjects by the Privacy Regulation, undertaking to notify in writing to the Controller, within 5 calendar days, any request to exercise their rights formulated by the data subjects, and attaching a copy of the request.

10.2 The Processor undertakes to co-operate with the Controller to ensure that the rights of the data subject enshrined in the Privacy Regulation, including any claims of objection to the processing and requests for the portability of the Relevant Personal Data, are complied with within the time and according to the requirements of the law and, more generally, to ensure that the Privacy Regulations is fully respected. To this end, the Processor declares and ensures that it possesses the appropriate technical and organizational measures to allow data subjects to exercise their rights in accordance with the Privacy Regulation.

11. Communication and transfer of Relevant Personal Data

11.1 The Processor, during the processing activities covered by this Appointment undertakes to:

a) not autonomously define the ways and manners of processing of Relevant Personal Data and to not act as an autonomous controller in relation of the processing to the data, but to follow the written instructions of the Controller notified under this Appointment;

b) refrain from distributing or communicating relevant personal data to third parties, including any Sub-Processor, unless expressly authorized by the Controller in writing;

c) carry out the processing only in places referred to in Clause 12 and to not transfer the Relevant Personal Data outside the Italian territory, without the prior written consent of the Controller, it being understood that-even if such consent was given – the Processor must follow the instructions given by the Controller to perform the transfer.

12. Audit

12.1 Without prejudice to that already provided for in this Appointment, the Processor must communicate to the Controller and in writing, any circumstance likely to involve a processing of Relevant Personal Data in violation of this Appointment and of the Privacy Regulation and to provide to the Controller, at his request, all documents necessary to verify its compliance with the obligations laid down in this Appointment and by the Privacy Regulation.

12.2 The Processor recognizes and accepts that the Controller may periodically evaluate, in its quality of data controller, technical and security measures adopted by the Processor during the processing of the Relevant Personal Data. To this end, the Controller will have the right to access, either directly or through its representatives, and with a 3 business days notice, the offices, computers and any other computer system/archive of the Processor and its Sub-Processors, where this is considered necessary by the Controller to verify that the Processor and/or its own Sub-Processors act in accordance with this Appointment and with the Privacy Regulation or to ensure any Relevant Personal Data breach.

12.3 In order to allow the activities described in the Clause 12.2 above, the Processor declares that the processing of Relevant Personal Data will take place in the following places[●]

12.4 Any modification or integration of the places where the processing of the Relevant Personal Data takes place, will be subject to prior written approval by the Controller, after a written notice from the Processor.

12.5 It is understood that the Processor will be responsible for notifying and obtaining the approval of the Controller also with regard to places where the processing of Relevant Personal Data is performed by Sub Processors.

13. Remuneration

13.1 The Processor acknowledges and agrees the remuneration for its own activities (and that of its Sub-Processors) under this Appointment is intended to be included in the remuneration established in the Contract. No additional remuneration will be due by the Controller and by the companies of its group in relation to the activities covered by this Appointment.

14. Indemnity

14.1 The Processor agrees to indemnify and hold the Controller and its group companies harmless against any damages, costs, charges and expenses, including legal fees, resulting from any

a) penalty imposed by the competent authorities, including the National Authority for the protection of personal data; and

b) judicial actions by interested parties or third parties

for violations of Privacy Regulation and/or the Appointment due to the conduct of Processor, of its Sub-Processors and/or their People in charge of the processing .

14.2 If the Processor becomes aware of any legal or administrative proceeding, including proceedings before the National Authority for the protection of personal data or other competent authorities, wheatear actual or just potential, must promptly and in writing inform the Controller and cooperate at its own expenses with the Controller.

15. Termination

15.1 Any violation of this Appointment shall be considered as a serious breach of the Contract that allows the Controller to terminate the contract with immediate effect.

15.2 Even in the absence of any breach of this Appointment, the Controller may terminate the contract with immediate effect at its own discretion if it believes that the Processor does not provide adequate guarantees to comply with the obligations laid down in this Appointment and/or in the Privacy Regulation.

16. Miscellaneous

16.1 Without prejudice to communications concerning data breaches set out in clause 9 of this Appointment, any communication between the Controller and the Processor must be delivered through email or certified mail to the following addresses:

For the Controller:

To the attention of the Privacy Expert

E-mail: [●]

For the Processor

To the attention of the [●]

E-mail: [●]

16.2 This Appointment is regulated by [●]law. Any dispute arising from this Appointment will be referred to the exclusive jurisdiction of the Court of [●].

16.3 Any change to this Appointment will be valid only if made in writing with the signature of the authorized representatives of the Controller and Processor. However, the Processor acknowledges and agrees that the Controller may unilaterally amend this Appointment, if the change is a consequence of an amendment to the Privacy Regulation, including divisions, guidelines or opinions issued by the competent authorities.

16.4 This Appointment may not be transferred to third parties without the prior written consent of the Controller.

16.5 In the event of a conflict between this Appointment and the remaining part of the Contract, this Appointment will prevail with regard to all the matters concerning the processing of personal data.

For the **Controller**

Role: ______________________

Name: ____________________

Signature: ____________________

For the **Processor**

Role: ____________________

Name: ____________________

Signature: __________________

According to articles 1341 and 1342 of the Italian Civil Code, the Processor declares that understands and expressly accepts, the following articles of this Appointments: 7 (Sub Processor), 11 (Communication and transfer of Relevant Personal Data), 14 (Waiver), 15 (Termination) and 16.2, 16.3 and 16.4 (Miscellaneous).

For the **Processor**

Role: ____________________

Name: ___________________

Signature: ________________

ANNEX 1

COMPLIANCE CHECKLIST

Processor's name	

The words starting with a capital letter within this Compliance Checklist will have the meaning ascribed to them by the Appointment

Section A – Data and methods of Processing

Requirement		Reply
1	Does the Processor process any Relevant Personal Data of a different type than those specified in clause 2 of the Appointment?	[*in case of positive response illustrate the different types of processed personal data*]
2	Does the Processor process any Relevant Personal Data of different data subjects than those specified in clause 2 of the Appointment?	[*in case of positive response illustrate the different types of data subjects*]
3	Are (and/or will) Relevant Personal Data be processed for purposes other than those indicated in the Appointment?	[*in case of a positive response illustrate the different purposes*]
4	Where does the processing of Relevant Personal Data by the Processor, their people in charge of the processing and Sub Processor take place?	[*specify, indicating also the place where the servers are located and they by whom are managed*]

Section B-Organizational Measures

Requirement		Reply
1	Were all People in charge of the processing were nominated and did they receive the instructions referred to in this Appointment?	
2	Are all the People in charge of the processing subjected to an annual training about obligations under Privacy Regulation?	
3	Is there a register for the processing of Relevant Personal Data? If so, is it constantly updated?	
4	Did the Company appoint a Data Protection Officer?	
5	Are there any internal organizational measures in order to prevent processing of Relevant Personal Data	[*in case of a positive response, indicate which*]

	in violation of the obligations laid down in Appointment and possible breaches of personal data?	
6	Is there an email address or call center dedicated to the notification of personal data breaches?	
7	Has the authorization of the Controller been request before the appointment of Sub Processors?	
8	Has the adequacy of organizational and technical measures of each Sub-Processor been verified (and checked at least once a year) by filling this Checklist at the time of the time of the appointment, and then once a year?	
9	Has each Sub-Processor been nominated as data processor on the basis of an agreement whose contents are substantially similar to the Appointment?	

Section C-Technical Measures

Requirement		Reply
1	Are there technical measures able to track personal data in the computer systems?	[*in case of a positive response, describe the action taken*]
2	Are there technical measures able to track personal information in paper format?	[*in case of a positive response, describe the action taken*]
3	Are there technical measures able to identify and/or prevent any processing of Relevant Personal Data for purposes other than those provided for in the Appointment?	[*in case of a positive response, describe the action taken*]
4	Are there technical measures that could allow the cancellation, amendment, modification. the restrictions on use and portability of Relevant Personal Data at the request of the Controller and/or at termination of the Contract?	[*in case of a positive response, describe the action taken*]
5	Are there technical measures that enables the restitution of the Relevant Personal Data to the Controller, on its request and/or termination of the contract?	[*in case of a positive response, describe the action taken*]
6	Is access to the computer systems by People in charge of the processing	

	protected by ID code and password?	
7	Is the password used by each Person in charge of the processing at least 8 characters, not easily traceable to the Person (therefore different to log-in) and modified on first use and then every 3 months?	
8	Are there shared accounts used between multiple People in charge of the processing to access the Relevant Personal Data?	[*in case of a positive response, describe why and how*]
9	Is the ID code of each Person personal and non-assignable to multiple subjects, even if at different times?	
10	The log-in credentials that are not used for at least 6 months are disabled?	
11	Are there technical measures that allow access to Relevant Personal Data solely to People in charge that need access to perform the Contract?	
12	Are the access profiles of the computer systems reviewed at least once a year to ensure their accuracy?	
13	Are access permissions disabled when the Person in charge is no longer entitled to access the Relevant Personal Data?	
14	Are there measures aimed at minimizing negative effects on data subjects in case of a data breach (e.g. pseudonymisation or encryption)?	[*in case of a positive response, indicate which*]
15	Is there a *business continuity* and an emergency procedure to be followed in the event of a personal data breach ?	[*in case of a positive response, describe or attach it*]
16	Are backup copies of the Relevant Personal Data saved at least once a week?	
17	Are antivirus and firewall systems updated at least once a month ?	
18	Are *penetration test* and *vulnerability assessment* of computer systems which process Relevant Personal Data performed at least once a year?	
19	Are there other periodic technical procedures that are performed to verify the adequacy of security measures to protect access to Relevant Personal Data?	[*in case of a ,a positive response describe or attach it*]

19	Are paper documents containing Relevant Personal Data stored in cabinets with locks?	
20	Is the aaccess to premises in which the Relevant Personal Data are kept controlled through badge identification or other form of control?	

Signature of the legal representative of the Processor

Date: ___________________

Role: ___________________

Name: __________________

Signature: _______________

ANNEX 2

FORMAT FOR THE NOTIFICATION OF DATA BREACHES

1. Subject who fills out the form in relation to a breach of Relevant Personal Data; name of the Processor (including any Sub-Processor) that have been the subject to the branch
2. Date and time where the personal data breach occurred
3. Nature of the breach that occurred
4. Categories and approximate number of data subjects whose Relevant Personal Data were subjected to the breach
5. Categories and the approximate number of Relevant Personal Data subjected to the breach
6. Name and contact details of the Data Protection Officer of the Processor
7. Possible consequences of breach
8. Measures available to amend to the breach and to mitigate the possible negative effects, to be taken with the prior written approval of the Controller