

JOINT OWNERSHIP AGREEMENT ART. 26 EU REGULATION 679/2016
ORSOLINA28 ART FOUNDATION ETS – SCUOLA28 S.S.D.R.L. – VILLAGE 28 S.R.L. – ORSOLINA SOCIETA' AGRICOLA SEMPLICE.

Between

ORSOLINA28 ART FOUNDATION ETS (VAT number 12269250010), with registered office in Strada Caminata n. 28 – 14036 Moncalvo (AT), in the person of its legal representative pro tempore Mr. Andrea Limone
(hereinafter also "Joint Owner", "Owner" or "ORSOLINA28 ART FOUNDATION")

and

SCUOLA28 s.s.d.r.l. (VAT no. 01610380055), with registered office in Strada Caminata n. 28 – 14036 Moncalvo (AT), represented by its legal representative pro tempore Mr. Antonio Rizzo
(hereinafter also "Joint Controller", "Controller" or "SCUOLA28")

and

VILLAGE28 s.r.l. (VAT no. 01646420057), with registered office in Strada Caminata n. 28 – 14036 Moncalvo (AT), represented by its legal representative pro tempore Mr. Antonio Rizzo
(hereinafter also "Joint Owner", "Owner" or "VILLAGE28")

and

ORSOLINA società agricola semplice (VAT number 01444100059), with registered office in Strada Caminata n. 28 – 14036 Moncalvo (AT), in the person of its legal representative pro tempore Mr. Gianni Rossi
(hereinafter also "Joint Owner", "Owner" or "ORSOLINA")

WHEREAS

- a) EU Regulation 2016/679 on the protection of natural persons with regard to the processing of personal data, which became definitively applicable to all Member States on 25 May 2018, introduced several innovations, among which the approach based on the principle of accountability, intended as an element of responsibility of the subjects involved in data processing, is particularly significant;
- b) The Data Controller, in accordance with Legislative Decree 196/2003 "Personal Data Protection Code," as amended by Legislative Decree No. 101 of August 10, 2018, represents, within the regulatory framework on data protection, the entity responsible for decisions regarding the purposes and means of processing;
- c) The EU Regulation does not exclude the possibility that, in certain circumstances, one or more parties may jointly determine the purposes and means of data processing. Article 26 of the GDPR defines these parties as "joint controllers" of the processing, with respective responsibilities to be shared and transparently defined in an internal agreement.
- d) Related Recital No. 79 of the EU Regulation states: "The protection of the rights and freedoms of data subjects as well as the overall responsibility and liability of controllers and processors, including in relation to monitoring and measures by supervisory authorities, require a clear allocation of responsibilities under this Regulation, including where a controller determines the purposes and means of processing jointly with other controllers or where processing is carried out on behalf of the controller";
- e) In practical terms, joint ownership exists "when several parties determine, for specific processing operations, either the purpose or those fundamental aspects of the tools that characterize the data controller" taking into account that "the participation of the parties in the joint determination can take various forms and does not necessarily have to be divided equally";
- f) In relation to art. 26 of EU Regulation 2016/679, the relationships between joint controllers can therefore be structured in an asymmetrical way, in the sense that in some situations the subjects involved can determine the purposes and/or means to a different extent and consequently each of them is only responsible for part of the processing, therefore:
 - I. where two or more data controllers jointly determine the purposes and means of processing, they are joint data controllers;
 - II. They shall determine in a transparent manner, by means of an internal agreement, their respective responsibilities for compliance with the obligations arising from this Regulation, in particular as regards the exercise of the rights of the data subject, and their respective duties to provide the information referred to in Articles 13 and 14, unless and insofar as their respective responsibilities are determined by Union or Member State law to which the controllers are subject. This agreement may designate a contact point for data subjects;
 - III. This joint controllership agreement adequately reflects the respective roles and relationships of the joint controllers with the data subjects. The essential content of the agreement is made available to the data subject;
 - IV. Regardless of the provisions of this joint controllership agreement, the data subject may exercise his or her rights under this Regulation in relation to and against each of the controllers.

THE PARTIES, AS JOINT CONTROLLERS OF THE PROCESSING OF PERSONAL DATA, AGREE AS FOLLOWS:

1. Premises.

The premises form an integral and essential part of this agreement.

2. With regard to the processing of personal data, the Parties undertake to comply with all obligations specifically set forth in the applicable Italian and European laws on the protection of personal data, and in particular Legislative Decree 196/2003 (Personal Data Protection Code, as last amended by Legislative Decree 101/2018 – the “Code”) and the General Data Protection Regulation (EU) 2016/679 (the “Regulation”).

3. The personal data protection policy is shared in a joint ownership relationship, pursuant to art. 26 of the GDPR, between ORSOLINA28 ART FOUNDATION ETS and SCUOLA28 SSDRL and VILLAGE28 SRL and ORSOLINA SOCIETA' AGRICOLA SEMPLICE.

4. The Parties mutually acknowledge that the Services provided by the various companies that involve Personal data processing activities and, in any case, for the primary purpose of fulfilling obligations. The data will be processed electronically and/or on paper.

5. Article 26 provides that where two or more controllers jointly determine the purposes and means of processing, they shall be joint controllers (“Joint Controllers”). They shall determine, in a transparent manner, their respective responsibilities for compliance with the obligations under this Regulation, in particular with regard to the exercise of the rights of the data subject and their respective duties to provide the information referred to in Articles 13 and 14, unless and to the extent that their respective responsibilities are determined by Union and Member State law to which the controllers are subject. This arrangement may designate a contact point for data subjects. The arrangement shall adequately reflect the respective roles and relationships of the joint controllers with data subjects.

6. The joint controllers declare, with regard to the processing of personal data, that they share means and purposes, structures and resources and in particular:

- customer and supplier databases;
- the purposes of processing personal data, each with its own specificities related to the activities actually carried out;
- the means and methods of processing personal data;
- the data retention policy;
- the style and methods of communicating the information pursuant to Article 13 of the GDPR;
- the consent management procedure;
- the training of authorized persons;
- a regulation on the use of IT tools for staff;
- the management of communications and appointment of data controllers pursuant to Article 28 of the GDPR;
- keeping records of processing pursuant to art. 30 GDPR;
- the tools and means used to implement decisions and, in part, also for the operations of the Joint Controllers, especially in relation to physical, organizational, and technical security measures;
- the profiles and the personal data security policy and the Data Breach procedure;
- the management of the procedure for exercising the rights of the interested party;
- a joint collection of personal data protection procedures through the joint maintenance and management of a "Data Organizational Model".

Joint ownership refers to the Processing of Personal Data, as defined above by the Regulation, and concerns the processing of all data already present in all archives, both paper and electronic, and all data that will be acquired in the future.

The Joint Controllers share decisions regarding the purposes and methods of data processing and are jointly obligated to prepare and maintain all compliance requirements set forth in Regulation 2016/679. By this agreement, the Joint Controllers agree that the personal data contained in both paper and electronic archives, as well as future data, will be processed for the purposes of fulfilling the contractual obligations undertaken and for fulfilling obligations established by laws, regulations, and EU legislation, as well as by provisions issued by Authorities and Supervisory and Control Bodies.

The joint controllers undertake to prepare and maintain updated all required Personal Data protection requirements.

7. The protection of Personal Data is based on compliance with the principles set forth in this document, which the companies undertake to disseminate, respect, and ensure respected by their members, employees, collaborators, recipients, or third parties with whom they collaborate in the course of their business.

The Joint Controllers are committed to ensuring that the Personal Data Protection Policy is understood, implemented, and supported by all internal and external stakeholders involved in the companies' activities, taking into account their specific circumstances, financial capabilities, and values.

In particular, the Joint Controllers undertake to:

- a) communicate and disseminate its policy regarding the protection of personal data;
- b) listen and pay attention to all interested parties and provide prompt feedback;
- c) process personal data lawfully, fairly, and transparently, in accordance with constitutional principles and applicable legislation, and only for the time strictly necessary for the intended purposes, including compliance with legal obligations;
- d) collect personal data limited to those necessary to carry out the activities (data minimization);
- e) process personal data according to the principles of transparency for the sole purposes specified and expressed in its own information;
- f) adopt processes for updating and rectifying the personal data processed to ensure that the data is, as far as possible, up to date;
- g) store and protect the personal data in its possession by adopting conservation techniques;
- h) ensure the continuous updating of personal data protection measures. This commitment will be constantly monitored within the framework of the accountability principle, consistently implementing appropriate technical and organizational measures and suitable corporate policies to guarantee and demonstrate that processing is carried out in compliance with the GDPR, taking into account the state of the art, the nature of the personal data stored, and the risks to which they are exposed;

- i) make the methods of processing Personal Data and their storage clear, transparent and relevant in order to guarantee adequate security;
- l) provide training and information to its members, staff, and collaborators, based on their roles, regarding the principles of lawfulness and fairness to which our Personal Data Protection Policy must conform, as well as compliance with the safeguards adopted;
- m) develop a sense of responsibility and awareness of personal data throughout the organization;
- n) prevent and minimize, in accordance with available company resources, the impact of potential violations or harmful processing of personal data;
- o) promote the protection of personal data as a corporate compliance measure in the continuous improvement plan that the organization pursues with its management systems.

SHARED OBLIGATIONS.

The Joint Controllers undertake to:

- a) adopt appropriate measures to provide the data subject with all the information required by Articles 13 and 14 of the GDPR, specifying in the information, in a clear and understandable manner for the data subject, the Joint Controllership of the Processing;
- b) Provide adequate information, communications, and transparent procedures and methods for exercising the data subject's rights under Articles 15 to 22 and Articles 33 and 34 relating to processing in a concise, transparent, intelligible, and easily accessible manner, using clear and plain language. The information will be provided in writing or by electronic means;
- c) be jointly liable to the interested parties for any damages resulting from the processing, without prejudice, in internal relations, to the liability of each owner for operations directly attributable to him/her under this agreement;
- d) the communication of the information referred to in Articles 13 and 14 of the GDPR must be carried out by the data controller to whom the data subject addresses the information, without prejudice to the obligation to promptly inform the other data controllers of any circumstances that may delay or prevent the release of the information;
- e) Notwithstanding the provisions of this Agreement, the data subject may exercise his or her rights under the GDPR in respect of and against each data controller;
- f) The Parties further agree that complaints and requests to exercise rights submitted by contractors or users will be handled exclusively by the Order. In any case, it is understood that interested parties may exercise their rights against both Joint Data Controllers pursuant to Article 26, paragraph 3, of the aforementioned Regulation, mentioning each Data Controller;
- g) The Joint Controllers will be jointly liable for the entire amount of the damages in order to ensure effective compensation to the data subject; therefore, each Joint Controller may be required to fully compensate the data subject who demonstrates damages resulting from the Processing. Only at a later date may the Joint Controller who has fully compensated the data subject seek recourse against the other Joint Controller who is actually responsible for the damages, exercising the right of recourse;
- h) Even damages caused to the interested party in cases of force majeure will be borne jointly by both Joint Owners, who will have to face the risk of force majeure; the Joint Owner who paid will have a right of recourse against the other;
- i) The Parties also undertake, pursuant to Article 26, paragraph 2, of Regulation (EU) 2016/679, to make the essential content of this Agreement available to the interested party.

The Joint Controllers undertake to pay particular attention to the rights of the data subject and their respective responsibilities for communicating the information referred to in Articles 13 and 14, and to standardize the methods, transparency, and procedures for the protection of personal data within the group.

In addition to sharing the means and purposes of processing personal data, the Joint Controllers intend to process the data acquired and managed under a joint ownership arrangement and for reasons of synergy and shared facilities, including with reference to existing "intercompany network" agreements between the parties. To this end, it is appropriate to designate a contact person for data subjects, who in this specific case is VILLAGE28 s.r.l.

The parties therefore agree to exercise their rights and any complaints presented by users will be handled exclusively by the Data Subject Contact Person who can be contacted at the email address privacy@orsolina28.it being aware from now that the interested parties may exercise their rights against each Joint Controller pursuant to Article 26, point 3, of the Regulation.

It is understood between the parties that, pursuant to Article 26 of the Regulation, regardless of the provisions of this agreement, the data subject may exercise his or her rights with and against each data controller.

The Joint Data Controller undertakes to maintain the confidentiality of the personal data collected and processed pursuant to the joint ownership relationship established with the Data Controller.

The Joint Controller is required to implement all appropriate technical and organizational security measures to protect the personal data collected and processed under the joint controllership in accordance with the established security plan.

The Joint Data Controller will adopt all technical and organizational security measures to promptly restore the availability of personal data in the event of a physical or technical incident.

The Joint Controller will periodically monitor the security level in order to mitigate risks and ensure that it is always adequate to the risk.

In the event that, for technical and/or operational reasons, it becomes necessary to use entities located within or outside the European Union, the transfer of personal data, limited to the performance of specific processing activities, will be regulated in accordance with the provisions of Chapter V of the Regulation.

All necessary precautions will therefore be taken to ensure the fullest protection of personal data, basing the transfer on adequacy decisions, guarantees expressed by the recipient third party pursuant to Article 46 of the Regulation, and the adoption of binding corporate rules.

The limitation of the retention period, pursuant to Article 5, point 1(e) of the Regulation, will be processed by the Data Controller only to the extent necessary to achieve the purposes described in the Joint Controllers' privacy policy. Personal Data will be processed for a period not exceeding the purpose pursued, i.e., until the termination of any existing contractual relationships, taking into account legal statutes of limitations and tax or other obligations established by laws or regulations to which the principle of non-excess will apply (Article 6, letter (f)). In this case, the data will be retained for no longer than 10 years, which coincides with the statutory retention periods. The data provided may be processed to protect the legitimate interests of the Joint Controllers, including legal defense. In this case, the principle of non-excess will also apply, as described above.

The data provided for promotional purposes may be used by the Joint Data Controller to send informational materials relating to the activities and services provided by the Joint Data Controllers. These communications may be sent via email. For this purpose, specific consent is required pursuant to Article 6, letter a) of the Regulation.

Failure to provide consent for this purpose will only result in the inability to carry out commercial communications.

The data provided for this purpose will be retained for a maximum period of 24 months and, in any case, until consent is revoked. As provided by the Regulation, if the data subject has given consent, he or she may revoke it at any time without affecting the lawfulness of the processing carried out before its revocation.

The methods for withdrawing consent are simple: simply contact the Data Controller and/or Joint Data Controllers using the contact channels provided in the privacy policy.

The parties undertake to develop an operational technical specification and to review it periodically.

Any modification to this Agreement is permitted only with the consent of all Joint Owners.

The agreement will be monitored and reviewed periodically to ensure its current events and alignment with legislative innovations.

CONSIDERATION

The Parties agree that, given the overall relationship between them for the activities envisaged in the Agreement, no compensation is envisaged from one Party to the other.

DURATION

This Agreement will last until the termination of the relationship between the Parties of joint data controllership pursuant to art. 26 GDPR.

APPLICABLE LAW AND JURISDICTION

The Agreement is governed by Italian law. Any dispute between the Parties concerning the Agreement or in any way connected to it, including those relating to its interpretation, validity, execution and termination, shall be under the exclusive jurisdiction of the Court of Turin, with the express exclusion of any other competing jurisdictions.

SECURITY AND CONFIDENTIALITY

The Joint Data Controllers undertake to maintain the confidentiality of the personal data collected, processed, and used pursuant to the established joint controllership. In any case, the Parties undertake to treat as strictly confidential all material not generally in the public domain, and in particular their respective secrets, and undertake to use such information only for the purposes set forth in this Agreement.