

MODEL AGREEMENT FOR THE ACTIVATION OF DOCTORAL GRANTS

FOR PRIVATE PARTIES - This Agreement must be drawn up in two originals, subject to stamp duty, signed by the legal representative and sent to the Division “Ricerca e valorizzazione delle conoscenze” – Unit “Offerta dottorale e relativi finanziamenti” – Via Filippo Buonarroti n. 1 – 56127 Pisa or sent by certified email (PEC) to protocollo@pec.unipi.it for the attention of the Division “Ricerca e valorizzazione delle conoscenze”

Agreement between the University of Pisa and XXXXXX for the funding of X doctoral grants for the course in XXXXXX (year 2025/2026 Cycle XLI) with administrative seat at the University of Pisa

The University of Pisa with headquarters in Lungarno Pacinotti no. 43 – Pisa, tax code no. 80003670504, legally represented by the Rector Prof. Riccardo Zucchi, born in Castelnuovo di Garfagnana (LU) on 31 December 1957

and

XXXXXXX with registered office in XXXX, address XXXXXX, tax code no. XXXXXXXX and VAT no. XXXXXXXX in the person of its legal representative Mr./Ms. XXXXXXXX, born in XXXXX on XX/XX/XXXX;

HAVING REGARD to Law no. 240 of 30 December 2010 and in particular Article 19 “*Provisions on doctoral studies*” amending Article 4 of law no. 210 of 3 July 1998;

HAVING REGARD to the Statute of the University of Pisa, issued by Rector’s Decree no. 2711 of 28 February 2012 and subsequent amendments and additions;

HAVING REGARD to Law No. 92 of 28 June 2012 concerning the rate for INPS (Istituto Nazionale Previdenza Sociale – Italian State Social Security Scheme) social security contributions in the event of registration with “Gestione Separata INPS” and the updates of said rate;

HAVING REGARD to Ministerial Decree no. 247 of 23 February 2022 (published in the Official Gazette of 5 April 2022), which provides (Article 1) that as from 1 July 2022, the annual amount of the grant for attendance of PhD courses has been recalculated at € 16,243.00 gross of the social security charges borne by the recipient;

HAVING REGARD to MUR Decree no. 226 of 14 December 2021 “*Regulation on the methods of accreditation of PhD seats and programmes and criteria for the establishment of PhD programmes by accredited bodies*”;

HAVING REGARD to the Guidelines for the accreditation of PhD programmes issued pursuant to Article 4 paragraph 3 of the Regulation under Ministerial Decree no. 226 of 14 December 2021, adopted annually by Ministerial Decree;

HAVING REGARD to the University Regulations on PhDs, issued by Rector’s Decree no. 696 of 17 May 2017 and subsequent amendments and additions, and in particular the latest ones issued by Rector’s Decree no. 598 of 4 April 2022;

HAVING REGARD to Article 12 of the aforementioned Regulations on “*Grants and other forms of financing*”;

CONSIDERING the interest of the company XXXXXXXX (hereinafter referred to as the “Funder”) in financing X grant(s) for attendance of the PhD programme in XXXXXXXX at the University of Pisa for the XLI cycle;

IN VIEW OF THE FACT that the Faculty Council of the PhD Programme has given positive opinion on the conclusion of this Agreement;

the Parties agree as follows:

Article 1 - Premises, Annexes and University Regulations on Doctoral Programmes

1. The normative premises and annexes constitute an integral part of this Agreement and are binding for its interpretation.
2. The Funder undertakes to comply with all the provisions of the University Regulations on PhD programmes (available at <http://www.unipi.it/index.php/statuto-e-regolamenti/item/1582-area-didattica-e-studenti>), which apply to all the procedures connected to the management and operation of the PhD course, including the aspects related to the implementation of this Agreement.

Article 2 - Subject matter

1. The Funder shall bear the costs associated with the financing of X grant(s), as further specified in Article 3 of this Agreement, for the attendance of the PhD programme in XXXXXXXX for a period of three years (Cycle XLI), to be awarded to one of the candidates successfully ranked in the ranking list of the public competition for admission to the PhD programme for Cycle XLI.
2. The University of Pisa then undertakes to announce X grant(s) for the attendance of the PhD course in XXXXXXXX for a duration of three years (Cycle XLI), with the doctoral activities and the payment of the grant commencing on 1 November 2025. Said grant will be awarded through a Call for Applications in accordance with current legal provisions (Ministerial Decree 226/2021). The names of the grant recipient(s) will be made known to the Funder upon completion of the competition procedures.
3. The grant is tied to the completion of a research topic/project on: XXXXXXXXXXXXXXXXXXXX (as further specified in Appendix 1).
4. The University of Pisa, as the administrative seat, undertakes to allocate the funding under this Agreement to the conduct of research on the aforementioned topic/project.
5. In the case of a grant funded with a specific research topic/project:
 - a. the Board of Lecturers of the PhD programme may decide on a specific selection procedure for admission to the aforementioned programme with the award of the grant in question;
 - b. in that case, a person representing the Funder and identified by the Funder, in agreement with the Board of Lecturers, may participate in the selection board.

Article 3 - Fees

1. The Funder undertakes to pay to the University of Pisa, for each grant, the total sum of **€64.984,98** inclusive of the amount of the scholarship (gross amount of the grant for the administration), including statutory charges (i.e. € 60,112.08 in 36 monthly payments) and the *budget* equal to **10%** of the amount of the grant intended for the activities of the grant holder in Italy and abroad, as provided for by art. 9 paragraph 4 of Ministerial Decree 226/2021 (equal to **€4.872,90** in 36 monthly payments), a percentage determined by the Board of Directors of the University of Pisa and calculated on the total gross amount payable to the recipient. Included in this amount is also the operating fee of **€1.264,01**.
2. In the cases mentioned below, the Funder will also pay for the grant(s):
 - a. an increase of the grant, calculated at the rate of 50% of the gross administrative amount of the grant received during the recipient's actual stay abroad, as authorised by the Board of Lecturers and for a duration, in any case, not exceeding twelve (12) months (18 months for PhD programmes in Agreement and co-tutorship)¹;
 - b. any increase in the amount of the grant due to newly enacted legislation, as well as any increased charges due to new tax or social security provisions.
3. The amounts referred to in points a) and b) shall be paid by the Funder within fifteen days (or a maximum of thirty days at the reasoned request of the Funder) of receipt of the University's formal request.
4. The Funder acknowledges that failure to pay the amount indicated in the Agreement – including any extra amounts as per points a) and b) above – in accordance with the timetable set out in Article 4 below, shall result in the non-payment by the University of Pisa of the amount due to the recipient. The Funder shall therefore indemnify the University from any form of liability deriving from the non-payment of the sums due, whatever the reason.

Article 4 - Deadlines

1. The Funder shall pay the sum referred to in Article 3 in the form set out below:
 - a. In advance, in a single instalment, upon signing of the Agreement.
 - b. Annually, according to the following deadlines:

Type of financing	Within 15 days of notification pursuant to Art. 2 para. 2 of this Convention	By 31/10/2026	By 31/10/2027
Cost of "Standard" grant	€ 24.910,26	€ 20.037,36	€ 20.037,36

¹ The period spent abroad that entitles the grant holder to receive an increase does not necessarily need to be continuous, on condition that each individual period lasts for a minimum of fifteen days.

Cost of “DIN” grant	€ 31.047,17	€ 20.037,36	€ 20.037,36
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2. The Funder acknowledges that the transmission of this Agreement countersigned by the Rector of the University of Pisa shall take place after the competent Offices have ascertained that the payment has been made by the Funder in accordance with the terms established herein.

Article 4a - Surety

1. In the event of an annual payment, the Funder must guarantee the entire obligation with a bank guarantee² (Annex A), which is an integral part of this Agreement.
2. In the event of any increase in the amount of the grant, of taxes and of social security charges as per Article 3, para 2, letter b), the University of Pisa shall request appropriate payment and reserves the right to request a supplement to the surety mentioned in the previous paragraph.

Article 5 – Payment methods

1. All payments shall be made by bank transfer (payment description necessary):
 - a. Bank of Italy: account no. 0306382 in the name of the University of Pisa - Tesoreria Unica Contabilità Speciale – IBAN: IT74L0100004306TU0000013181
 - b. By payment with PagoPA³, electronic payment through Home Banking channels, Poste Italiane and all the other Payment Service Providers (PSP) adhering to the PagoPA payment system; the University of Pisa shall issue the PagoPA payment notices referring to the above-mentioned payments, so that that the Funder may proceed with the aforesaid payments.
 - c. By bank transfer to the following bank account:

Cashier Institute - **Banca Intesa San Paolo**

IBAN: IT47Y0306914010100000046027,

BIC/SWIFT: BCITITMM.

In the name of:

Università di Pisa - Lungarno Pacinotti n. 43 - 56126 Pisa.

Article 6 – Management of paid residual amounts

1. In the following cases:
 - a. exclusion of the PhD student (grant holder) due to a negative assessment which prevents admission to the following year of the programme;

² If duly requested, the bank guarantee may be replaced by an insurance surety.

³ The Funder is informed that the University, as a matter of practice, does not send debit notes. When a payment is made with PagoPA, a receipt is always issued, called a Telematic Receipt (RT). This is a genuine receipt document that certifies the transaction and has, for the person making the transaction, the value of a release from liability vis-à-vis the public administration receiving the sum paid. The telematic receipts (RT) of payments that the PagoPA platform makes available to payers through the creditor entities (Enti Creditori) can be used as accounting documentation for the purposes of deducting that payment, as provided for by law.

- b. student's withdrawal from studies;
- c. renunciation of the grant;

any unused amount of the grant shall be reinvested by the University of Pisa for funding PhD programmes, pursuant to Article 9, paragraph 2, of Ministerial Decree 226/2021.

2. In the event that the grant has been funded for the completion of a specific research topic/project, upon notification by the University of Pisa of one of the cases referred to in paragraph 1 of this article, with a note sent in response to the aforementioned communication from the University, and only for the monthly instalments following the date of the event that led to the loss of the grant, the Funder may request the repayment of the remaining amounts.
3. The Funder acknowledges that the provisions in paragraph 2 above shall not apply when the amount remaining after the event leading to the termination of the payment of the doctoral grant is equal to or less than 10% of the total amount funded (i.e. an amount equal to or less than €6,498.50). In this case, the remainder is left at the disposal of the University for the same research purposes.
4. In the event that the grant is not awarded, any amount already paid by the Funder shall be returned, unless the Funder, promptly informed by the University of Pisa, formally expresses its willingness to leave the funds with the University so that they can be used for the same purposes. It is understood that, in this event, the amount of the grant will be used to fund a new grant for the following academic year and through the negotiation of a new Agreement.
5. No compensations are allowed between the aforementioned residual amounts and any grants funded in the current or previous years and still active.

Article 7 – Activities, protection of health and safety

1. Provisions regarding activities, protection of health and safety, and confidentiality are regulated in Annex B to this Agreement.

Article 8 – Confidentiality and publication of the doctoral thesis

1. The grant holder is required to maintain the utmost confidentiality with regard to data, information or knowledge about production processes and products that they may have acquired during the course of the research activity.
2. The University of Pisa and the Funder mutually undertake to maintain the utmost confidentiality with regard to any information that comes to the knowledge of the other Party in the performance of this Agreement, without therefore disclosing or communicating such information except for aspects strictly related to the application of the Agreement.
3. If the University of Pisa or the PhD student intends to publish, in any form, the results or data of the research activities carried out, they will provide the Funder with drafts of the materials intended for publication at least thirty (30) days before publication. Within 30 (thirty) days from receipt of the drafts, the Funder may request to postpone the publication in order to be able to submit any patent applications or request the partial modification of the publication in order to protect its rights of confidentiality/secrecy and/or to protect its know-how. The possible postponement or

modification of the publication must in any case consider the right of the PhD student to publish their work, as well as to conclude the PhD program with the discussion of the doctoral thesis.

Article 9 – Ownership of Industrial and Intellectual Property Rights

1. Each Part shall promptly notify the other of the achievement of results susceptible to be the subject of industrial and intellectual property rights, within 30 days of their achievement. Furthermore, the University shall cooperate in the assessment of the existence of the requirements necessary for the patenting or registration of the results.
2. The industrial property rights to the results, as well as the intellectual property rights relating to the programmes developed by the PhD student as part of their doctoral activity, shall be jointly due to the Parties in equal shares. However, this does not preclude the possibility of agreeing in writing during the course of the activity to change the co-ownership shares, taking into account the contributions of each of the Parties to the inventive activity. This is without prejudice to the recognition of the inventor's moral rights under applicable law.
3. Should the University of Pisa not be interested in filing the application, it shall notify XXXXX in writing within 60 days of the communication of the results, as per paragraph 1. In this case, XXXXX shall have the right to proceed with the filing of the application for the results at its own expense, subject to written notice to the University of Pisa. The Parties acknowledge that, in this case, Article 65, paragraph 3, last clause of the Industrial Property Code shall apply.
4. The Parties hereby agree that all costs relating to any assignment, including transcription, shall be shared between them unless otherwise writted agreement.
5. In all the aforementioned cases, the author's/inventor's right to be cited in all acts concerning filing, registration, patenting and any other form of protection of industrial property rights is guaranteed.
6. However, all envisaged procedures must guarantee the PhD student the publication of their work and the discussion of their doctoral thesis.

ARTICLE 10 – Access to Results and Knowledge

1. It is agreed that the Funder shall have the right to access and use any reports on the results that may be drawn up by the University of Pisa in the course of the PhD activity covered by the present Agreement, provided that such use does not jeopardise the possibility of protecting the results and in compliance with the confidentiality obligations in force.
2. It is further agreed that each Party shall retain ownership of the Industrial and Intellectual Property Rights relating to its Background and Sideground.
3. It is understood between the Parties that nothing in this Agreement implies the assignment of any rights in relation to one's Background and Sideground.
4. Notwithstanding the provisions of paragraph 3, the Parties grant each other, free of charge, the non-exclusive right to use each other's Background within the scope of the relationship covered by this Agreement and by reason of its execution. This right is understood to be conferred for the sole duration of this Agreement, with express prohibition of sublicensing or transfer to third Parties for any reason whatsoever.

5. Furthermore, the Sideground of each Party may not be used by the other Party without the Owner's express written authorisation.

ARTICLE 11 – Protection of personal data (referral rule)

1. The Parties declare that they have mutually acknowledged that they have complied with the relevant obligations on the protection of personal data, each within the scope of its competence, in the pursuit of its own institutional purposes and the provisions of its own regulations issued in implementation of the General Data Protection Regulation (EU Regulation 2016/679) and the Code on the Protection of Personal Data Legislative Decree No. 196 of 30 June 2003 and subsequent amendments.
2. The Parties acknowledge that they each act as autonomous data controllers and undertake to act in full compliance with the data protection legislation applicable to them in relation to the personal data processing activities connected with the execution of this Agreement.
3. In the event that one of the Parties is the addressee of requests for the exercise of data subjects' rights provided for in Article 12 et seq. of the GDPR or of requests from supervisory authorities concerning areas of processing falling within the competence of the other Party, the Parties undertake to cooperate optimally.
4. The Data Protection Officer (DPO) of the University of Pisa – Chapter IV Section 4 of EU Regulation 2016/679 – can be contacted via the following contact details: certified email address (PEC) responsabileprotezionedati@pec.unipi.it, or standard e-mail address: responsabileprotezionedati@unipi.it.
5. The Data Protection Officer (DPO) of the Funder – Chapter IV Section 4 of EU Regulation 2016/679 – can be contacted via the following contact details: certified e-mail address (PEC) XXXXXXXX or standard e-mail address XXXXXXXX.
6. Upon enrolment, the University of Pisa provides PhD students with a privacy policy.

Article 12 - Duration

1. The Agreement shall enter into force on the date of the last signature and shall remain in force, without prejudice to the provisions of Article 6 above, for the duration of the PhD programme in which the recipient of the grant is enrolled, including the time required to make up for any justified periods of suspension or extension provided for by the regulations in force.

Article 13 - Administrative liability of legal persons, companies and associations, including those without legal personality - Legislative Decree No. 231/2001

1. The parties mutually undertake to take all appropriate measures, within the limits of their respective autonomy, to avoid the commission of the offences/crimes provided for by Legislative Decree No. 231/2001 and subsequent amendments and/or additions.

Article 14 – Jurisdiction

1. In the event of a dispute between the Parties concerning the interpretation and application of this Agreement, the Parties agree to seek an amicable solution; In the event that no amicable settlement can be reached, the Court of Pisa shall have exclusive jurisdiction.

Article 15 - Stamp Duty and Registration Tax

1. This Agreement is signed by the Parties by digital signature pursuant to Article 15, paragraph 2-bis of Law No. 241 of 7 August 1990 and shall be registered only in the event of use, pursuant to Article 4 of the Tariff - Part II annexed to Presidential Decree No. 131/86, at the expense of the requesting Party.
2. Should any stamp duty be payable, the University of Pisa shall be responsible for its payment. The cost of the stamp duty shall be borne by the University of Pisa and shall be paid in virtual mode, in accordance with the provisions of Article 15 of Presidential Decree 642/1972, on the basis of the authorisation of the Revenue Agency of Pisa no. 27304 of 7 June 2016.

Article 16 - Referral Provision

1. For matters not provided for in this Agreement, reference is made to the provisions of the law in force.

Upon the execution of this Agreement, the Funder is required to confirm that it has read and expressly and specifically approved Articles 2, 3, and 4.

For the University of Pisa

For XXXXXX

The Rector

The Legal Representative

Prof. Riccardo Zucchi*

Mr. XXXXX

The document was digitally signed in accordance with the Digital Administration Code and related regulations.

APPENDIX 1 - Description of the research project.

[Insert a short description of the research project, MAX 3000 characters].

ANNEX A - BANK GUARANTEE

BANK GUARANTEE

*N.B.: to be produced, duly completed and signed, **together with** the original Agreement for the funding of doctoral grants.*

The credit institution or other authorised institution according to legal provisions [redacted] with registered office at [redacted] hereby declares its intention to submit a joint and indivisible guarantee for the full and punctual fulfilment of the obligations undertaken by [redacted] in the Agreement for the financing of [redacted] doctoral grant(s) for the attendance of the PhD course in [redacted] (academic year 2025/2026) stipulated between said [redacted] and the University of Pisa, administrative seat of the course (hereinafter referred to as the University).

In particular, the Bank undertakes to pay immediately, upon request, the amount requested by the University of Pisa and deducted in the above-mentioned Agreement, amounting to **€75.003,66** including €64.984,98 (standard cost of the scholarship for the three-year period) and €10.018,68 (cost of the foreign surcharge for a period of 12 months).

The Credit Institution irrevocably waives the forfeiture terms set forth in Article 1957 of the Italian Civil Code and undertakes to submit the above-mentioned guarantee with the understanding that it may be extinguished only as a result of the extinction of the principal obligation, which is the subject of the Agreement, without prejudice to the possibility of reducing the guaranteed amount in relation to payments already made.

This surety bond is therefore effective for 36 months from the date of its issue, that is to say, for the duration of the Agreement. The university shall release the surety upon ascertaining that all the guaranteed commitments have been fulfilled in accordance with the terms set forth herein and subject to the condition that no other situation has arisen that would give rise to the enforcement of the surety itself, notifying the bank thereof by letter sent via certified email (PEC) or by registered letter. It is understood that following such notice, this guarantee shall be automatically deprived of all effectiveness.

The University is not obliged to inform the guarantor of the debt situation of the Party financing the grant, nor of any subsequent changes, with the exception of any payments already made. The bank accepts that the payment request specifies the account into which the sums due are to be paid.

The institution explicitly renounces the benefit of the principal debtor's precautionary enforcement, as stipulated in Article 1944 of the Italian Civil Code. Furthermore, it agrees to pay the University, upon the latter's simple request, by registered letter and within thirty days of said request, the amount owed by the principal debtor in the event that the latter does not, for any reason whatsoever, punctually execute its obligations.

The guarantor renounces any right to assert against the University any objection, including those of nullity or annulment, right of set-off, appeal or petition, including the rights of legal and conventional subrogation that it may be entitled to as a result of payments made by it. In addition, the guarantor

declares that this surety also guarantees the capacity and regular constitution in contract of the subject financing the grant.

The Court of Pisa shall have exclusive jurisdiction to hear any and all disputes arising out of the relations governed by this surety, in accordance with Articles 28 and 29 of the Italian Code of Civil Procedure.

Place and date _____

(signature)

ANNEX B – ACTIVITIES, PROTECTION OF HEALTH AND SAFETY AND CONFIDENTIALITY

In order to develop the research activity, and subject to the authorisation of the Board of Lecturers of the PhD programme in which they are enrolled, the grant holder may utilise the facilities of the Funder within the limits and in the manner agreed with the latter.

1. However, in order to ensure the health and safety of the grant holder engaged in the activities outlined in this Agreement, the following obligations are to be observed:
 - a) The Parties undertake, each within its respective competence, to comply with the obligations set out in Legislative Decree No. 81 of 09/04/2008 as amended and supplemented;
 - b) The Parties are responsible for implementing the measures for the prevention and protection of health and safety in the workplace in accordance with the provisions of Legislative Decree No. 81 of 09/04/2008 as amended;
 - c) The Parties undertake, within their respective spheres of competence, to provide the grant holder with information on the specific risks present on their premises, prevention and protection measures, including emergency and evacuation procedures, training on the correct use of any work equipment used and appropriate personal protective equipment;
 - d) The grant holder is obliged to comply with the disciplinary and safety regulations in force at the places where the activities are carried out and with the instructions of the Head of the Prevention and Protection Service.
2. In any case, the University of Pisa has already guaranteed that PhD students will be covered for the duration of the Agreement, with appropriate coverage for the type of activities involved:
 - Accident Policy;
 - Third-Party Liability policy.

ANNEX C – DATA PROCESSING AGREEMENT (*if applicable*).

WHEREAS

The University of Pisa and the Funder (hereinafter referred to as the “Parties”) are joint controllers of the data of students intending to enrol and attend the course in “XXXXXXX” in accordance with Article 26 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016;

The purposes of the processing are common to the Parties, as joint controllers of the data they intend to jointly determine; In accordance with Article 26 of the GDPR, the following must be established: the means of processing, their respective responsibilities, functions and roles with regard to compliance with the obligations concerning the processing of personal data, guaranteeing the data subjects the exercise of their rights, as well as defining which of the joint data controllers will have to provide, at the time of collection, the information referred to in Article 13 and possibly Article 14 of the GDPR;

the Parties agree as follows:

Article 1

Aims and means of processing

The Parties agree that the personal data provided by students seeking to obtain the qualification will be collected and processed manually, on paper and by computer, by means of their inclusion in paper and/or computer files in such a way as to guarantee their security and confidentiality for the purposes set out in the Agreement to which this deed is annexed.

The University of Pisa will retain personal data pertaining to the student’s academic career indefinitely in accordance with the archiving obligations imposed by current legislation. Other data will be retained for the duration necessary to pursue the purposes for which they were collected, after which they will be destroyed.

The Parties declare that they comply with the provisions of the General Data Protection Regulation (GDPR) and that they have implemented appropriate technical and organisational measures to ensure that processing is carried out in accordance with the Regulation.

Article 2

Security Measures

In order to ensure an adequate level of security for the processing of personal data, the Parties, in accordance with Article 32 of the GDPR, agree to adopt the following technical and organisational measures, taking into account the nature, scope, context and purposes of the processing, as well as the risks associated with it, which may have different probabilities and severities for the rights and freedoms of natural persons.

- Allocation of individual authentication credentials to operators;
- Identification of authorised operators, who must be adequately trained in accordance with the regulations in force;
- Adequate characteristics of the complexity of the confidential component of authentication credentials;
- Encrypted channels/protocols for data exchange.
- Appropriate procedures for tracing the operator who made each upload.
- Adoption of measures enabling the timely restoration of availability and access to personal data in the event of a physical or technical incident.

- Pseudonymisation and encryption of particular categories of data if collected.

Article 3

Roles and relationships of joint controllers vis-à-vis stakeholders

The Parties agree that the University of Pisa assumes the obligation to follow up on requests to exercise the rights of data subjects under Chapter III of the GDPR.

The Funder will provide assistance, if necessary, to ensure the timely fulfilment of the interested parties' requests.

Article 4

Obligations in the event of breach

Each Party shall promptly inform the other of any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of or access to personal data transmitted, stored or otherwise processed. This shall be done by sending a notice by means that can confirm receipt.

The Parties agree that the University of Pisa, as the administrative seat of the PhD Programme, is responsible for fulfilling the obligations to notify the Authority of the aforementioned data breaches pursuant to Article 33 of the GDPR or to notify the data subjects pursuant to Article 34 of the GDPR. This is without prejudice to the obligation of the other party to provide all necessary cooperation.

Article 5

Right to compensation and liability

The Parties acknowledge that, in order to ensure the effective compensation of the data subject, each data controller shall be jointly and severally liable for the entire amount of the damage resulting from the failure to comply with the provisions on the Protection of Personal Data. This is without prejudice to the right of recourse of the Party providing compensation against its jointly and severally liable Party, and without prejudice to the exemption from liability of the data controller who proves that the damaging event is in no way attributable to them.