Issue day: Madrid, October / 18 /2023

**CONSULTING AND TECHNICAL SUPPORT SERVICES AGREEMENT**

**HORIZON-EIC-2023-PATHFINDERCHALLENGES-01-03**

**BETWEEN**

On behalf of the first party, from here on referred to as the CLIENT orÚstav molekulární genetiky AV ČR, v. v. i. (in English commonly referred to as the Institute of Molecular Genetics of the Czech Academy of Sciences), with Tax Identification Code number CZ68378050, with address in Vídeňská 1083, 142 20 Praha 4, Czech Republic represented in this act by RNDr. Petr Dráber, DrSc., director, in his capacity as Legal Representative.

And on behalf of the other party, from here on referred to as the CONSULTANT or EURO-FUNDING, **EURO-FUNDING EU PROJECTS S**.**L**,with Tax Identification Code number N.I.P.C. B84460252 with premises in Plaza de la Independencia, 8, 2 planta, 28001, Madrid (Spain), represented in this act by Mr. xxx, with Spanish ID number 40311341T, in his capacity as legal representative.

Hereinafter, individually or jointly, referred to as the “Party” or the “Parties”. Recognizing the parties with sufficient legal capacity and power of attorney for this act.

Whereas, in accordance with the mutual premises above mentioned, both Parties have undertaken to execute this services agreement (hereinafter, the “Agreement”), which shall be governed by the following:

**WHEREAS**

1. The CONSULTANT provides its clients with a team of specialised consultants providing integrated consulting to companies from all sectors, both national and international, with respect to the funding available for their R&D&I activities; in addition, the CONSULTANT offers integrated management of grants and incentives.
2. Given that the CLIENT wishes to receive consultancy and advisory services, it hereby entrusts these functions to the CONSULTANT, provided on the basis of its experience and know-how, with the goal of obtaining benefits from the CONSULTANT’s advice and specific knowledge of the sector.

To this end, the CONSULTANT shall provide the CLIENT with as many duly qualified professionals as required to provide the best and most extensive specialised support in the field.

1. In this context the Parties consider determining and regulating their relationship in these areas, and to that end agree on the following;

**CLAUSES**

1. **PURPOSE AND SCOPE OF THE SERVICES**

The object of this Agreement is to summarize the contracting terms and conditions by virtue of which CLIENT in the framework of a Consortium Agreement shall commission from CONSULTANT the provision of consulting and technical support services (hereinafter referred to as the “Services”) in connection with a concept of CLIENT referred to in Annex I (“Project Idea”) according to the **HORIZON-EIC-2023-PATHFINDERCHALLENGES-01-03 PROJECT**, (hereinafter referred as “Funding”).

The technical specifications and economic conditions of the Services under this Agreement are specified in Annex I attached hereto.

Said Annex I is attached as an inseparable part thereof. For the purposes of interpreting this Agreement, the object thereof shall be understood to include each and every one of the actions, activities, developments and elements that must be carried out by the CONSULTANT and are specified in said Annex I.

1. **ECONOMIC CONDITIONS**

2.1 Price

The fees relating to Services are determined in the section relative to the economic offer attached hereto as Annex I (hereinafter as Fees).

2.2 Invoicing and Payment.

The CONSULTANT shall invoice the amount corresponding to the Fees mentioned in the preceding section to the CLIENT in compensation for service provision, pursuant to the Invoicing Plan specified in the Proposal attached hereto as Annex I.

Invoice payment by the CLIENT shall be effected within a period of no more than Thirty (30) days from the invoice date.

Delay in the agreed payment dates shall entitle to the CONSULTANT to increase the delayed payment amount with the late payment interest allowed by the Spanish Law, however not more than 0,05 % of amount due excl. VAT per each day of delay. Without it representing any limitation to its corresponding rights or actions the CONSULTANT reserves the right to suspend or terminate its Services in the event of non-fulfilment of the payment terms.

1. **DURATION**

This Agreement shall become valid on the date of signature thereof, shall come into effect on the date of its publication in accordance with Czech Act No. 340/2015 Coll., on the Register of Contracts, and shall continue to be valid until (i) completion of the execution of Services pursuant to the date established in CONSULTANT’ Proposal, which is attached hereto as Annex I, or (ii) any of the parties terminates this Agreement pursuant to the provisions of the Clause relative to early termination thereof.

In case of termination of the Agreement, according to this Clause and to what it is stipulated in the Clause 4 hereunder, the CONSULTANT’s remuneration for all services provided before its expiration remain payable.

Any modification of this Agreement must be in writing and by means of a duly authenticated record with the acceptance by both Parties.

1. **TERMINATION**

4.1. For Cause

Either Party may terminate this Agreement, or any extension thereof, in the event of a breach by the other Party that is not remedied (if repairable) within 30 (thirty) calendar days from the date of receipt of written notice by the breaching Party.

In the event of termination by the CONSULTANT in the event of breach by the CLIENT, the CLIENT shall pay all fees to the CONSULTANT for the Services effectively provided up to the effective date of termination of this Agreement.

In the event of termination by the CLIENT in the event of breach by the CONSULTANT, the CONSULTANT is not entitled for any payment according to this Agreement.

4.2. For Convenience

The CLIENT may terminate this Agreement, or any of its extensions by giving prior, reliable and written notice sent to the other Party at least 60 (sixty) days prior to the effective date of termination.

In the case of termination for convenience anytime once the Funding win notice has been received from the EU and/or during the performance of the approved Project, CLIENT will then pay CONSULTANT the Success Fees in Article 2.1 in Annex I and in addition the Management Fee in Article 2.2 in Annex I pro-rata to the executed Project time but not less than 50% of this fee if the Project had been completed.

4.3 Survival clause

The provisions of Clauses 10 to 12 shall prevail upon the expiration or termination of this Agreement.

**5.- REJECTING OF FUNDING PREPARATION BY THE CONSULTANT**

If, either for lack of valid interlocutor by the CLIENT or by not providing the information required in writing by the CONSULTANT in due time and form, it is difficult and/or impossible to submit a proposal in compliance with the deadlines of the corresponding call, the CONSULTANT may waive the preparation thereof without incurring obligations by means of communication in writing to the CLIENT. In this case the CONSULTANT will be entitled to receive the fees contained in Clause termination. This fact does not imply the termination, or affects, other agreements between the CONSULTANT and the CLIENT.

**6.- DELIVERY AND ACCEPTANCE**

The sending of the reports, memories or deliverables object of the present Agreement to the CLIENT through communications and notifications made by e-mail will be considered valid for the purpose of delivery and fulfilment of the stipulated in the obligations of the present Agreement, taking as reference the date stated in the system used for the remission of the electronic communication, independently of the date to which the addressee has had access to it, and even if he has not been able to access it, by error in the identification or another cause not imputable to the sender.

Likewise, if the CLIENT does not notify EURO-FUNDING of any significant disagreement within 15 days following the delivery of the different reports, memories or deliverables, as established in this Agreement, or if the CLIENT makes use of them for productive purposes or in any other way in connection with its activity, it shall be understood that the CLIENT has accepted the Services as well as the delivery of the same.

**7.-LIABILITY**

Except in cases of gross negligence or wilful misconduct, EURO-FUNDING sole responsibility to the CLIENT with respect to any claim arising out of this Agreement will be limited to proven direct damages caused by the sole negligence of EURO-FUNDING or any third party which EURO-FUNDING engages in performance of this Agreement. In any case such liability will not exceed the amount corresponding to the amount already paid by the CLIENT as fee of the Services and up to the date of damage and/or prejudice.

No Party will be responsible to the other Party for any indirect or consequential loss or similar damage such as, but not limited to, loss of profit, loss of revenue or loss of Agreements, provided such damage was not caused by gross negligence, a wilful act or by a breach of confidentiality.

As the outcome of the Services provided by the CONSULTANT is a discretionary activity of the Public Administration, the CONSULTANT will be exempt from any liability caused by the fact of the hypothetical refusal (not grant) of the requested funding, unless the refusal is due to a fault of the CONSULTANT, i. e. due to providing service which is not in accordance with the requirements of HORIZON-EIC-2023-PATHFINDERCHALLENGES-01-03 call.

**8.-WARRANTY**

The CONSULTANT represents and warrants:

* That pertinent actions will be taken to successfully accomplish the obligations undertaken hereto and will make available the resources required for the CLIENT for this purpose.
* To act according to the highest level of business ethics and to exercise his functions in accordance with current legislation, without consenting to corruption in any of its forms.

The CLIENT represents and warrants:

Until full payment by the CLIENT of the Fees corresponding to the products or deliverables resulting from the Services, the CLIENT will use the documents prepared and provided by the CONSULTANT, based on the information provided by the CLIENT, only for projects directly managed by the CONSULTANT, except express written notice to the contrary. In this circumstance, the CLIENT acknowledges the CONSULTANT's right to receive the Fees stipulated in this Agreement if the documentation prepared and submitted by the CONSULTANT was used to obtain funding not managed by the CONSULTANT.

**9.-USE OF LOGOS**

In those cases, in which the CONSULTANT deems convenient, the CONSULTANT will be able to include those logos, symbols or images that identify the CLIENT in any of the reports and justificatory documents that are drawn up within the scope of this Agreement.

The CONSULTANT may only use the name, logos, symbols and/or images of the CLIENT as a reference in CONSULTANT’s web site, corporate presentations, business documents and any other commercial documents used with third parties in commercial relations upon the CLIENT’s prior written consent.

**10.-CONFIDENTIALITY**

All CLIENT-related information that is obtained to carry out any of the services within this Agreement will be deemed strictly confidential by the CONSULTANT.

The terms and conditions of this Agreement cannot be disclosed to third parties by the Parties.

With regard to the information provided under this Agreement by the disclosing Party the receiving Party agrees to:

* Protect such confidential information reasonably and appropriately, and in accordance with the applicable professional standards.
* Use confidential information solely in order and to the extent necessary to perform its obligations under this Agreement.

The foregoing obligations will not apply to any information which:

* Is generally known to the public at the time of disclosure or later becomes so generally known through no fault of the receiving Party;
* Was known to the receiving Party prior to the disclosure by the disclosing Party as proven by the contemporaneous written records of the receiving Party;
* Is disclosed to the receiving Party by a third party who did not obtain such information, directly or indirectly, from the disclosing Party subject to any confidentiality obligation;
* Is at any time independently developed by the receiving Party as proven by its contemporaneous written records; or,
* Is required by law, court order or a governmental agency to be disclosed.

Notwithstanding the above, and when this is necessary to fulfil the purpose of this Agreement or other justified requirements the CLIENT and/or the CONSULTANT may communicate confidential information to the Public Administration or the concerning funding authority, and/or to the companies within its group.

The CLIENT hereby relieves the CONSULTANT from any liability for the interception of, or access to e-mail messages by non-authorised persons or others than the legitimate addresses, as well as for any damages that may arise as a result of undetected computer viruses, network failures or analogical incidents which are not attributable to the CONSULTANT (due to any negligence or wilful misconduct). The Parties hereto can lay down forwarding procedures and additional security measures with respect to the exchanging of information and documentation whenever the particular relevance or sensitivity of the same calls for such measures.

**11.- DATA PROTECTION**

The CLIENT is hereby informed that personal data of legal representatives will be entered on files owned by the CONSULTANT, and before whom it can exercise its right to access, rectify, cancel or oppose by way of conventional post or e-mail [xxx](mailto:prodatos@euro-funding.com). This information will only be used in the context of the business relationship between the Parties.

Both Parties hereto hereby assume the obligations corresponding to them pursuant the regulation in force in each moment according to the Annex of this Agreement.

Whenever it proves necessary to access personal data contained in the files of the other Party for the execution of this Agreement, any such access and later processing will be governed by that which is stipulated below. The delivery of these data will not be deemed to be a communication or transfer of data, but rather necessary access to the same in order to render the services covered by this Agreement.

The data contained in the files of each one of the Parties hereto belong exclusively and to each one, as well as the processing of those data that one Party carries out on the other’s behalf. Aforementioned data and processing actions are confidential and are subject to the strictest professional confidentiality. This obligation will remain in place even after the business relationship between the Parties hereto has come to an end.

Personal data protection details are listed in Annex 2 of this Agreement.

**12. INTELLECTUAL AND INDUSTRIAL PROPERTY**

Once full payment by the CLIENT of the Fees corresponding to the products or deliverables resulting from the Services (hereinafter, "Products or "Results") is paid, the CLIENT shall be the legitimate owner of the intellectual property rights deriving from the Accepted Result and which are necessary for its use or exploitation within the scope of its internal activities, and EURO-FUNDING therefore provides the CLIENT with the aforementioned rights in accordance with applicable legislation on copyright, with respect to the aforementioned Product and for such use or exploitation.

Notwithstanding the foregoing, works owned by EURO-FUNDING that are currently in existence or not, that have not been created specifically for the CLIENT, but which have been developed, directly or indirectly by EURO-FUNDING, shall continue to be the exclusive property of EURO-FUNDING as pre-existing rights. In this regard, EURO-FUNDING retains all right, title and interest in and to all engineering, methodology, procedures, techniques, trade secrets, working documents and know-how incorporated into or relating to the Results developed or that EURO-FUNDING may develop or provide in relation to the Services and/or Products detailed in the Proposal.

In the event that any Information, methodology, Know-How or other EURO-FUNDING material is integrated into such Product or Result, EURO-FUNDING shall grant the CLIENT, upon payment of such accepted Product, a free, perpetual, worldwide and non-exclusive license to use such EURO-FUNDING Information as part of the Product.

The CLIENT undertakes not to disassemble, decompile, modify the EURO-FUNDING Information or disclose, supply, allow access to, sub-license or transfer any EURO-FUNDING Information to any third party without the prior written consent of EURO-FUNDING.

**13.-MISCELANEOUS**

**13.1.-Partial Validity**

If any part, term, or provision of this Agreement is held to be illegal or unenforceable neither the validity nor enforceability of the remainder of this Agreement will be affected.

**14.-NOTIFICATIONS**

For purposes of notice under this Agreement, the Parties agree that notice shall be given by registered mail to the persons and addresses indicated in the heading of this Agreement. Any change in the information contained in the heading of this Agreement must be notified to the other party in order to take effect.

Notwithstanding the foregoing, the Parties agree that communications and notifications between them may be made electronically to the contact persons indicated herein, and shall be considered valid for all purposes, with the exemptions of termination notices or any claims notices, which require delivery by registered mail;

|  |  |
| --- | --- |
| **EURO-FUNDING EU-PROJECTS SL**  xxx  Email: [xxx](mailto:osalazar@euro-funding.com)  Telephone: xxx  Mobile Phone: xxx  c.c. [xxx](mailto:fgomez@euro-funding.com) | **CLIENT**  xxx  Email: xxx  Telephone: xxx  Mobile Phone: xxx  c.c. xxx |

**15.- JURISDICTION AND APPLICABLE LAW**

This Agreement is subject to Belgium law. Any dispute that may arise between the Parties in relation to the same and in particular on its interpretation, validity, effectiveness, compliance, resolution or rescission (including the validity and compliance with this Clause) will be governed, interpreted and processed in accordance with its own format and under the rules of the Courts of the City of Brussels.

**In witness whereof, both Parties sign this Agreement in two original copies, in the place and date mentioned above,**

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| --- | --- |
| On behalf of the CLIENT    RNDr. Petr Dráber, DrSc.  Director  Ústav molekulární genetiky AV ČR, v. v. i. | On behalf of the CONSULTANT  xxx  EURO-FUNDING EU PROJECTS S.L. |

**ANNEX 1**

# DESCRIPTION OF EURO-FUNDING'S SERVICE

|  |  |
| --- | --- |
| Services | * **Proposal preparation and submission** |
| Call | **HORIZON-EIC-2023-PATHFINDERCHALLENGES-01-03** |
| Project | **EIC PATHFINDER PRECISION NUTRITION CHALENGE** |

The work to be performed by EURO-FUNDING for the provision of services to the CLIENT will be:

**1.1. Preparation and submission of HORIZON-EIC-2023-PATHFINDERCHALLENGES-01-03 proposal** to obtain funding from the European Commission (“EC”) under the European Innovation Programme Horizon Europe.

* 1. Organization of Kick-off meeting to launch the writing of the proposal by defining the optimum project structure.
  2. Advising to define the project structure, work packages, the optimal budget and ensuring that the technical content meets the expectations and requirements of the funding agency.
  3. Completion of administrative forms needed for company registration in the EC system, and proposal submission.
  4. Technical plan for product development, including activities, risks, IP management strategy.
  5. Business plan for product launch and market expansion: business model, commercialization strategy, value-chain, financial projections leading to future company growth.
  6. Project implementation activities and team roles.
  7. Internal evaluation of the proposal by senior staff to maximize quality.

# PRICE OF THE SERVICES AND PAYMENT TERMS

# Price for the provision of services described in Article 1.1

If the Innovation Project is granted, Client shall pay Euro-Funding an amount equivalent to two point five per cent (2.5 %) of the Funding granted to the Client for HORIZON-EIC-2023-PATHFINDERCHALLENGES-01-03 project. This amount shall be invoiced on the date of signature of the Grant Agreement by the European Commission.

# CONSULTANT EXPENSES

CONSULTANT expenses, such as travel expenses (travel, accommodation and board and other expenses of a similar nature such as per diems, for example) incurred by the CONSULTANT for the performance of the functions entrusted to him in this Contract, outside of the Spanish State, is not included in the remuneration established in this Clause. Consequently, the CONSULTANT may pass these costs on to the CLIENT by means of an independent invoice accompanied by documentation.

# AUDIT COSTS

Project auditing costs that may be required by the competent administration will be paid by the CLIENT, as well as any other costs arising from the contracting of third parties, should such costs be agreed upon with the Client, in writing, prior to their incurring.

# APPLICABLE TAXES

Invoices will be increased with the corresponding VAT and/or other legally applicable taxes on the date of issue.

**ANNEX 2 - DATA PROTECTION**

**1.- Mutual information**

The parties inform the representatives who sign this agreement that their personal data will be included in files whose purpose is to maintain the agreement relations of each of the parties, being essential for it to be provided their identification data, the position they hold, ID or any equivalent document number and their signature.

Likewise, the parties guarantee to comply with the duty of information with respect to their employees whose personal data are communicated between the parties for the maintenance and fulfilment of the agreement relation.

The legal basis that legitimates the processing from the data subjects is the need to hold and execute this agreement.

The data will be maintained during the term of this Agreement and, subsequently, for 15 years in order to meet potential liabilities arising from the agreement relation.

In any case, data subjects may exercise their rights of access, rectification, object, erasure, restriction of processing, portability of data and not to be subject to individual automated decisions - making to the party concerned through written communication to the administrative office given at the beginning of this document, providing a photocopy of their ID or any equivalent document and identifying the right that is requested. Likewise, if they consider their data protection rights infringed, they may file a complaint to the Data Protection Authority.

**2.- Data processing**

When processing personal data on behalf of DATABASE RESPONSIBLE, DATA PROCESSOR, as the Data Processor, shall assume the following responsibilities in accordance with articles 28 and 29 of Regulation (EU) 2016/679 of The European Parliament and of the Council of 27 April 2016 (as well known as GDPR):

* DATA PROCESSOR shall access to personal data owned by DATABASE RESPONSIBLE, only when it will be essential for the implementation of the service.
* DATA PROCESSOR shall process the data in accordance with the instructions given by DATABASE RESPONSIBLE.
* If DATA PROCESSOR considers that any instruction of DATABASE RESPONSIBLE infringes the GDPR or any other provision related to data protection of the Union or Member State, DATA PROCESSOR shall inform to DATABASE RESPONSIBLE immediately.
* DATA PROCESSOR shall not apply or use the personal data owned by DATABASE RESPONSIBLE for any purpose other than that indicated in the agreement or in any other way that implies a breach of DATABASE RESPONSIBLE instructions.
* DATA PROCESSOR shall assume the role of the Data Controller and shall be responsible for any infringements in which it has been incurred in the event that the data are used to another purpose other than the fulfilment of the object of the agreement or if the data are communicated in breach of this agreement or any law or regulation.
* DATA PROCESSOR shall not allow access to personal data owned by DATABASE RESPONSIBLE to any employee of its responsibility who does not have the further need to know them for the provision of the services.
* DATA PROCESSOR shall not disclose, transfer, assign or otherwise communicate the personal data, either verbally or writing, by electronic means, paper or through computer access, not even for its preservation, to any third party, unless there is authorization or prior instruction of DATABASE RESPONSIBLE.
* DATA PROCESSOR shall be responsible for ensuring that all its employees, partners, managers and, in general, all people under its responsibility who have access to confidential information and personal data of DATABASE RESPONSIBLE, observe all the obligations related with the confidentiality of the information, as well as the duties relating to processing of personal data, even after its relation with DATA PROCESSOR has ended. Therefore, DATA PROCESSOR will make as many warnings and subscribe as many documents as necessary with those employees, in order to assure the compliance with such obligations.

DATA PROCESSOR shall maintain available to DATABASE RESPONSIBLE the supporting documentation about the fulfilment of the previous obligation.

* In case of DATA PROCESSOR is bound by the article 30 of GDPR, DATA PROCESSOR shall keep a record of all the processing activities carried out on behalf of DATABASE RESPONSIBLE that contains information required by the article 30.2 of the GDPR.
* DATA PROCESSOR shall ensure the necessary training on the protection of personal data regarding with the employees authorized to process personal data.
* Where applicable, DATA PROCESSOR shall give support to DATABASE RESPONSIBLE in the implementation of data protection impact assessments.
* Where applicable, DATA PROCESSOR shall give support to DATABASE RESPONSIBLE in pursuing of prior consultations with the Data Protection Authority.
* DATA PROCESSOR shall provide to DATABASE RESPONSIBLE with all information to demonstrate the compliance with its obligations, as well as to carry out the audits or inspections by DATABASE RESPONSIBLE or another auditor authorized by the latter.
* DATA PROCESSOR shall adopt and apply the security measures contained in this agreement, in accordance with the article 32 of the GDPR, that guarantee the security of the personal data owned by DATABASE RESPONSIBLE and prevent its alteration, loss, processing or unauthorized access, taking into account the state of art, the nature of the data stored and the risks to which they are exposed, whether arising from human action or from the physical or natural environment.
* If DATA PROCESSOR is bound by the article 37.1 of GDPR, it shall appoint a Data Protection Officer and communicate its identity and their contact details to DATABASE RESPONSIBLE, as well as comply with the articles 37, 38 and 39 of the GDPR.
* Comply with all obligations that may correspond to the Data Processor in accordance with the GDPR, or any other complementary provision or regulation that may be applicable.
* In the event that DATA PROCESSOR must transfer or allow the processing to personal data which is owned by DATA PROCESSOR to a third party under the law of the Union or the Member States, DATA PROCESSOR shall inform to DATABASE RESPONSIBLE of such legal requirement in advance, unless prohibited by a public interest reason.
* DATA PROCESSOR shall implement the technical and organizational measures necessary at its facilities to ensure the security of personal data. In this context, the measures shall be based on the state of the art, the nature of the data stored and the risks to which they are exposed, whether as a result of human action or environmental or natural causes. The technical and organizational measures shall include, at least but not last:

1. Pseudonymisation and encryption of the personal data;
2. The ability to ensure the continued confidentiality, integrity, availability and resilience of processing systems and services, as well as availability and access to personal data in the event of a physical or technical incident.
3. Carry out a regular verification process, evaluation and assessment of the effectiveness of technical and organizational measures to ensure the security of data processing.
4. A list of security measures recognized in regulations or standards of information security that develops the following domains of security of the information to the extent that they are applicable:
5. Information security policies.
6. Organization of information security.
7. Security related to human resources.
8. Assets Management
9. Access Control
10. Cryptography
11. Physical and environmental security
12. Security of operations
13. Communication security
14. Acquisition, development and maintenance of information systems
15. Relation with suppliers
16. Management of information security incidents
17. Information Security Aspects for Business Continuity Management
18. Regulatory compliance

In assessing data security risk, DATA PROCESSOR will take into consideration the risks that are presented by personal data processing, in particular such as accidental or unlawful destruction, loss, alteration unauthorized disclosure of, or access to, personal data transmitted, stored or otherwise processed which may in particular lead to physical, material or non-material damage. DATA PROCESSOR allows and will contribute to audits, including inspections, conducted by DATABASE RESPONSIBLE or another auditor mandated by the controller.

In the case of a personal data security breach in the information systems used by DATA PROCESSOR in order to comply with the services provided, DATA PROCESSOR shall notify the personal data breach to DATABASE RESPONSIBLE without undue delay and, where feasible, not later than 24 hours after having become aware of it and including all relevant information for the documentation and communication of the incidence in accordance with the provisions of articles 33.3 of the GDPR.

* Upon termination of the agreement between DATABASE RESPONSIBLE and DATA PROCESSOR, DATA PROCESSOR shall issue instructions about personal data destination. DATABASE RESPONSIBLE may choose between its return, referral to another service provider or complete destruction, provided that there is no legal provision that requires the retention of the data, in which case they cannot be destroyed.
* DATA PROCESSOR may maintain personal data owned by DATABASE RESPONSIBLE duly blocked, as long as any liability may derive from agreement relations with DATABASE RESPONSIBLE.
* DATA PROCESSOR shall transfer to DATABASE RESPONSIBLE any request for exercise the rights of access, rectification, object, erasure, restriction of processing, portability of data and not to be subject to individual automated decisions - making, made by data subject whose data processed by DATA PROCESSOR for the purpose of fulfilling the aim of this agreement, so that it can be resolved within the time limits established by current regulations.

The transfer of the request to DATABASE RESPONSIBLE should be done as soon as possible and in any case later than the business day following the receipt of the request, and where appropriate, with other information that is relevant to resolve the request.

Likewise, DATA PROCESSOR shall process any instruction related to the right of access, rectification, erasure, object, restriction of processing, portability of data and not to be subject to individual automated decisions - making, received through DATABASE RESPONSIBLE, as soon as possible, and always within a maximum period of two (2) business days from the receipt of the request, confirming in writing both the receipt of the request and the execution of the assigned task.

* DATA PROCESSOR may not subcontract any of the services that are part of the object of this agreement and which involve the processing of personal data, except for the ancillary services necessary for the proper operations of the services.

Notwithstanding the foregoing, in the event that DATA PROCESSOR will need to subcontract all or part of the services contracted by DATABASE RESPONSIBLE in which includes the processing of personal data, the Data Processor shall notify this previously and in writing to DATABASE RESPONSIBLE, at least 1 month in advance. Subcontracting may be carried out if DATABASE RESPONSIBLE does not express its opposition within the established period.

In this latter case, the subcontractor, who will also assume the role of Data Processor, is also obliged to comply with the obligations established in this document for DATA PROCESSOR and the instructions given by DATABASE RESPONSIBLE. DATA PROCESSOR shall require by agreement to subcontractor the fulfilment of the same obligations assumed by him through this document. DATA PROCESSOR shall remain fully liable to DATABASE RESPONSIBLE regarding compliance with the obligations.

DATA PROCESSOR is obliged to inform DATABASE RESPONSIBLE of any intended changes concerning the addition or replacement of other processors with a month in advance thereby giving DATABASE RESPONSIBLE the opportunity to objects to such changes.

* DATA PROCESSOR undertakes to comply with the obligations of this agreement and the current regulation regarding with processing object.
* DATA PROCESSOR will be considered as Data Controller in the event that it destines the data to other purposes, communicates or uses them in breach of the provisions of this agreement, accountably for the infringements in which it has been incurred.

Both parties are liable of the infringement that they have been incurred personally and hold the other Party harmless against any damages as a result of their breach.