



CO-CONTROLLING
AGREEMENT



Between the parties

Alira Health Boston, LLC, whose registered office is at 1, Grant Street, Suite 400, Framingham, Boston, MA 01702, USA, in the person of its legal representative,

Alira Health SL whose registered office is at Carrer de Balmes, 206 – Atico 2, 08006 Barcelona Spain,

Alira Health SAS whose registered office is at 12 rue Charlot, 75003 Paris France.
Alira Health Group, LLC whose registered office is at 1 Grant Street, Framingham, MA 01702 USA,

Wellmera AG. whose registered office is at Badenstrasse 3, 4057 Basel, Switzerland,

Alira Health GmbH whose registered office is at Kurfurstenstrasse 22 80801 Munich, Germany,

Care Factory whose registered office is at 12 rue Charlot, 75003 Paris, France

together "**Alira Health**",

CROS NT S.r.l., sole shareholder company, whose registered office is at Via Germania no. 2, (37136) Verona, Italy, in the person of its pro tempore legal representative,

CROS NT Ltd, sole shareholder company whose registered office is at Chancellors House, Brampton Lane, Hendon NW4 4AB, London, UK,

CROS NT, LLC, sole shareholder company, whose registered office is at 1340 Environ way, Chapel Hill, NC, 27517-4430, USA,

CROS NT DE GmbH, sole shareholder company under liquidation, VAT Number DE271418920, with business address at Destouchestrasse 68, D-80796 Munchen; Germany,

(together "**CROS NT**")

Each one also referred as "Party" or together as "Parties"

WHEREAS

- (a) "Alira Health" are companies that provide healthcare and life sciences organizations with integrated services aimed at their innovation and growth.
- (b) "CROS NT" are companies which operate in the life science field, in particular research, development and provisioning of services relating to the conduct of Clinical Trials for the pharmaceutical, biotechnology and medical industry,
- (c) The Parties belong to the ALIRA HEALTH Group ("Group"), whose parent company is **Alira Health Boston LLC**.
- (d) The Parties intend to cooperate, sharing resources and utilities, to adopt a unique business management model, carry out commercial activities and to share business strategies for pursuing the interests of the Group with regards to the administrative, recruitment, commercial, marketing and IT fields, using the information in their possession, the IT structure, programs, management and databases.
- (e) CROS NT has adopted a Client Research Management system ("CRM" also referred to as portal in this Agreement), in which the data of business contacts are registered and stored for commercial and marketing purposes. Using the CRM's functionalities, it is possible to save a contact, specify the different type of consent granted in the field of data processing and send communication for marketing and commercial purposes.
- (f) Access to the CRM is not free but must be implemented through the acquisition of specific licenses, which then grant to authorized users the access.
- (g) The CRM is made accessible to the marketing and sales staff of CROS NT.
- (h) CROS NT CRM is also prepared for the registration of personal data of contacts who have concluded a contract or have requested information.
- (i) Alira Health has adopted a recruitment software ("Recruitment Software", also referred to as portal in this Agreement) to manage candidate applications and carry out Human Resources activities.
- (j) The Recruitment Software is made accessible to the Human Resources staff of CROS NT.
- (k) The personal data of contacts which can be registered on both portal are: name and surname, tax code, profession, residence, email address, telephone number, Curriculum Vitae.

- (l) The Parties intend to cooperate, sharing resources and utilities, for a more effective conduct of business. In particular, the Parties intend to share the personal data that will be recorded on the CROS NT CRM and Alira Health Recruitment Software to promote and perfect the sale, promotional and Group organization, carrying out promotional and recruiting activities and concluding deals not only in the name and on behalf of themselves, but also in the name and on behalf of each other.
- (m) Pursuant to Article 26(1) of Regulation (EU) 2016/679 - GDPR on data protection hereinafter GDPR), *"Where two or more data controllers jointly determine the purposes and means of the processing, they must determine in a transparent manner, by means of an internal agreement, their respective responsibilities with regard to compliance with the obligations arising from the legislation in force concerning the processing of personal data, with particular regard to the exercise of the rights of the data subject, and their respective functions in communicating information sheets"*.
- (n) The purposes and means concerning the processing of personal data collected through the CRM and the Recruitment Software are adopted jointly by all the parties to this agreement, constituting co-ownership of the processing pursuant to Article 26 of EU Regulation 2016/679. With this agreement the parties intend to regulate their respective roles, responsibilities, and relations with the interested parties.

Now therefore, the parties hereby agree as follows.

1. Object

The object of this agreement is the establishment of a relationship of co-ownership between the Parties for the processing of personal data that will be recorded in the CRM belonging to CROS NT and in the Recruitment Software belonging to Alira Health referred to in the premises.

2. Activities and processing carried out

The Parties will carry out the following activities and processing:

- acquisition and registration of customers, vendors, applicants and website visitors' (together "Data Subjects") data in the CRM and Recruitment

Software, using the data and information contained in such portals, on its own behalf or on behalf of one or more of the other parties.

- use of customers ' data for commercial and promotional purposes (sending advertising material, direct sales, carrying out market research, commercial communications, webinars organization), using both traditional and automatic systems, as well as electronic communication systems (electronic mail, fax, MMS, SMS, WhatsApp, etc...)
- use of data for profiling purposes.
- Communication of data to third parties for commercial/promotional purposes.
- use of data for recruitment purposes.

3. Data processed

The parties intend to process the data acquired and registered on the CRM and on the Recruitment Software under a joint ownership regime.

The purpose of the joint ownership is the processing of all the data that will be acquired in the future in relation to the performance of the activities described above.

In particular:

- First and last name, Fiscal code, Telephone number, profession, residence.
- Business name, VAT, Telephone number, core business, registered office.
- Email address, social media contact's data,
- Data contained in Curricula vitae, that are personal data relating to education, training, any work experience, skills and competences acquired (e.g. knowledge of a foreign language, computer skills), professional objectives, extra-professional activities (e.g. hobbies), information relating to health, political beliefs, trade union membership (even indirectly, e.g. through communication of a political-administrative or trade union position), philosophical beliefs, ethnic or racial origin.

4. Purposes

The parties, in relation to the specific activities carried out, declare that they share the purposes of data processing. In particular:

- Sending of advertising material, direct sales, market research, commercial communications.
- Webinars organization.
- Profiling.
- Communication of data to third parties for commercial / promotional purposes.
- Drafting of Business proposals.
- Recruitment.

5. Means

The parties declare that they share and agree on the means of processing.

In particular:

- The database of the interested parties (stored on the CROS NT CRM and Alira Health Recruitment Software).
- The data retention policy.
- The style and method of communication of the information art. 13 of the GDPR.
- The procedure for collecting and managing consents.
- The Data Breach procedure.
- The procedure for exercising the rights of the Data Subjects.
- The procedure for carrying out promotional activities (marketing, profiling, communication of data to third parties).
- The procedure for transferring personal data abroad.
- The procedure for appointing external data processor.
- The physical, organizational and technical security measures.

6. Responsibility for compliance with the provisions of the Regulations

The Joint Data Controllers are jointly and severally obliged to prepare and keep up to date all the obligations provided for in the matter of Personal Data Protection. In particular:

CROS NT	Maintenance of the CRM, adopting the necessary technical and organizational security measures for the protection of personal data as provided for by art. 32 GDPR, directly or with the support of external companies.
Alira Health	Maintenance of the Recruitment Software, adopting the necessary technical and organisational security measures for the protection of personal data as provided for by art. 32 GDPR, directly or with the support of external companies
The Parties	Adoption of the appropriate security measures as provided for by art. 32 GDPR, after assessing the risk, of varying probability and seriousness, for the rights and freedoms of persons. In particular, each party is responsible for the protection of data extracted from the portals and recorded on other media, paper or computer, adopting the security measures provided for in Article 32 GDPR.
The Parties	Storage of data recorded on the portals according to the policy shared between all parties.
The Parties	Assumption of responsibility for the preservation of data extracted from the portals and recorded on other media, paper or computer, according to the policy shared between all parties.
The Parties	Assumption of responsibility for providing customers whose data will be collected to be recorded on the CROS NT CRM and Alira Health Recruitment Software the information pursuant to art. 13 GDPR prepared in accordance with the policy shared between all parties.

The Parties	Assumption of responsibility for collecting the consent of interested subjects and customers, when necessary for the pursuit of the purposes outlined in this agreement, according to the policy shared between all parties.
The Parties	compliant with the data breach policy shared between all parties. Each party is directly responsible for any notifications to the Guarantor and communications to interested parties, where a data breach occurs that falls within the sphere of processing within its own competence.
CROS NT	CROS NT as the party responsible for the maintenance and management of the CRM portal, must collaborate with the other parties in the management of the data breach as far as it is within its competence.
Alira Health	Alira Health as the party responsible for the maintenance and management of the Recruitment Software, must collaborate with the other parties in the management of the data breach as far as it is within its competence
The Parties	Each of the parties will be responsible for to the extent of its competence, to meet the requests of the interested parties relating to the exercise of the rights provided for in their favour by the rules in force concerning data processing. Each of the parties will collaborate actively with the other parties in order to respond to the requests of the interested parties for the exercise of the rights provided for in their favour by the regulations in force regarding the treatment of data.
The Parties	Each party will carry out promotional activities in compliance with the regulations on the treatment of data for marketing purposes, profiling, communication of data to third parties for commercial purposes and the relative policy shared between all the parties.
The Parties	Storage of data according to the policy shared between all parties for recruitment purposes, as well as the compliance to the data protection law for the processing of data for such purposes.

7. Data Subjects Rights

Regarding the exercise of rights by the data subject, independently of the provisions of this Agreement, the data subject may exercise their rights under the GDPR against each data controller. In order to facilitate requests from data subjects, the parties agree that the contact point to be contacted to exercise the rights of data subjects or to obtain information relating to the same and/or to the Notice, is: dataprivacy@alirahealth.com.

Notices to data subjects shall contain an indication of the contact point for the exercise of rights under the GDPR.

8 Responsibilities towards the data subjects

The parties are directly responsible towards the data subjects for the compliance of the processing within their competence with the purposes determined and the compliance of the means of processing with the GDPR.

In relation to the data subjects, the Joint Data Controllers shall be jointly and severally liable for damages resulting from the processing, without prejudice, in internal relations, to the liability of each Data Controller for the activities directly attributable to it under this Agreement.

9. External Processors

The Parties shall be entitled to appoint external processors and shall inform the Joint Data Controllers accordingly.

In the event that, in the processing of personal data for the purposes set out in this Agreement, the Joint Data Controllers decide to use external data controllers, the parties shall first ascertain whether such controller provides sufficient guarantees to implement appropriate technical and organizational measures so that the processing meets the requirements of the GDPR and ensures the protection of the rights of the data subject.

The external controller must be designated by means of a contract or other legal act binding the controller to the data controller and regulating the subject matter, duration and purpose of the processing, the type of personal data and the categories of data subjects, the obligations and rights of the data controller and any other aspect specified in Article 28 GDPR.

10. Data transfer abroad

The Parties are going to transfer personal data to members of the ALIRA HEALTH Group which are located in third countries for the purposes specified in this agreement by adopting data protection clauses set forth by the European Commission.

In the event that, when processing personal data for the purposes set out in this agreement, the Joint Data Controllers intend to transfer data to third countries, the transfer will only be possible in the cases covered and in accordance with the provisions of Articles 44 et seq. GDPR.

11. Consequences of co-ownership upon termination of this agreement

Upon termination of this agreement, regardless of the cause, each party will remain an autonomous Controller of the processing of personal data.

The Parties will agree on the technical, organizational and procedural arrangements necessary for the handing over and disposal of the personal data processed.

The Parties shall provide, at the end of the processing operations, for the complete deletion or unintelligibility of the personal data, except in cases where the preservation of the same is required by law or for other purposes.

12. Transparency


In accordance with the provisions of Article 26 of the GDPR, the essential content of this Joint Ownership Agreement shall be made available upon request of the Data Subject and published on the websites of each Party.

13. Referral

For any other aspect not explicitly dealt with in this agreement, the parties expressly refer to the text of the GDPR and any subsequent amendments.

Place and Date: January 21, 2022

signature

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