

#### Data sharing agreement: rules of CKAN COPLASIMON

*By clicking "Create account" at the bottom of the registration page, you acknowledge, understand, and agree the Declaration below.*

#### **TERMS OF SERVICE AND DATA SHARING DECLARATION**

**The acceptant** hereinafter referred to as "**Researcher**" is employed/appointed at an institution, hereinafter referred to as Institution

#### **whereas:**

- Researcher participates in the CKAN COPLASIMON platform "COLLABORATIVE PLATFORM FOR SIMULATION AND MONITORING", hereinafter referred to as "**CKAN COPLASIMON**";
- the aim of CKAN COPLASIMON is to improve the matchmaking between the PV stakeholders. The platform is part of the Serendi-PV project which has received funding from the European Union's Horizon 2020 research and innovation program under grant agreement No 953016;
- the aim will be achieved by analyzing data referred to as "**the Data**", to quantitatively test the innovations of the Serendi-PV project and to enhance the collaboration among the PV stakeholders, hereinafter referred to as "**the Aim**";
- datasets containing the Data, hereinafter referred to as "**Datasets**", will be made available by researchers, institutions and other stakeholders to CKAN COPLASIMON for the Aim, hereinafter individually referred to as "**Owner**";
- therefore a databank for CKAN COPLASIMON, containing the Datasets, will be created and stored on an independent server, hereinafter referred to as "**the Databank**";

Therefore the Researcher requests access to the Databank for the Aim and declares having carefully read this Data sharing Declaration, hereinafter referred to as "**Declaration**", and will be bound by this Declaration before they are granted access to the Databank for the Aim;

## Declaration

### 1. Confidentiality:

Researcher agrees, as recipient of Data and/or Datasets, that it will not disclose any Data and/or Datasets received without the prior written permission of the Owner and will not use the Data and/or Datasets for any purpose other than for the Aim.

### 2. Surviving Obligation:

Researcher's obligation to maintain the confidentiality of the Data and/or Datasets received shall survive termination of the Agreement for 5 years.

### 3. Other Sources Exemptions:

Researcher's obligations hereunder will not apply, or shall cease to apply, to that Data and/or Datasets which Researcher can establish through written documents:

- a. was rightfully known to the Researcher prior to disclosure hereunder to Researcher;
- b. was known to the public, or generally available to the public, outside CKAN COPLASIMON, prior to disclosure hereunder to Researcher;
- c. becomes known to the public, or generally available to the public, outside CKAN COPLASIMON, other than by act of Researcher, subsequent to disclosure hereunder to Researcher; or
- d. is received by Researcher without an obligation to hold the same in confidence from a third party outside CKAN COPLASIMON who has a bona fide right to disclose or make available the same to Researcher.

### 4. Standard of Care:

Researcher shall protect the disclosed Data and/or Datasets by using the same degree of care, but no less than a reasonable degree of care, as it uses to safeguard its own data and/or datasets and other confidential or proprietary information. Researcher shall not copy, distribute, or disseminate the Data and/or Datasets to any unauthorised persons or entities.

### 5. Return or destruction of the Data and/or Datasets:

Promptly following Researcher's receipt of Owner's or CKAN COPLASIMON's administrator's written request, the Data and/or Datasets and all copies thereof in Researcher's possession or control, shall be returned to the Owner or destroyed by Researcher at Owner's or CKAN COPLASIMON's administrator's instruction.

### 6. Mandatory disclosure exemptions:

Nothing herein shall restrict Researcher's right to disclose the Data and/or Datasets where such disclosure is required by written order of a judicial, legislative, or administrative authority of competent jurisdiction, or is necessary to establish its rights under this Declaration, provided, however that, in each case, Researcher will first notify

Owner and/or CKAN COPLASIMON's contact of such need or requirement to allow Owner and/or CKAN COPLASIMON's administrator to limit the scope of the proposed disclosure.

**7. Equitable relief availability:**

Researcher acknowledges that an unauthorized disclosure of the Data and/or Datasets may cause irreparable harm to Owner for which no adequate remedy at law exists and that, in addition to any other remedies which may be available, Owner shall be entitled to seek injunctive relief to enforce the terms of this Declaration.

**8. No rights or licenses extended:**

No rights or licenses whatsoever, either express or implied, are granted hereunder by Owner to the Researcher and vice versa as to any database rights, patents or patent applications, copyrights, trademarks, trade secrets, or other intellectual property now or hereafter acquired, developed, or controlled. Owner retains all rights and remedies afforded under any applicable laws for protecting its intellectual property.

Researcher shall not claim or register, nor to exercise any intellectual property right or any other right (including the right to be recognized as the only legitimate owner) on Data and/or Datasets.

**9. No waiver of rights:**

If Researcher breaches this Declaration then the failure of the Owner or CKAN COPLASIMON's administrator to enforce any rights under this Declaration shall not be deemed a waiver of any such rights. The rights and remedies, as set forth in this Agreement, are not exclusive and are in addition to any other rights and remedies provided by law. Additionally, the invalidity in whole or in part or condition of this Declaration shall not affect the validity of any other part or condition.

**10. Data and/or Datasets provided "as-is":**

With respect to the Data and/or Datasets disclosed, Owner and CKAN COPLASIMON's administrator provide the Data and/or the Datasets "as is" and make no representation or warranty, express or implied, to Researcher as to its condition, satisfactory quality, design, operation or fitness for a particular purpose or use.

**11. No relationship established:**

It is understood that both Parties do not intend that any agency or partnership relationship be created between them by this Agreement. Neither Party has any further obligation hereunder to transact any business whatsoever with the other Party.

**12. No transfer or assignment:**

Researcher may not transfer or assign any or all of its rights and/or obligations or delegate the performance of any or all of its obligations under this Declaration, directly or indirectly.

**13. Term of this Declaration; termination:**

This Declaration enters into force on the date of its acceptance by Researcher and expires when the CKAN COPLASIMON platform is dismantled.

14. Governing Law; place and court of jurisdiction:

This Declaration is made under and shall be construed under and interpreted by the laws of Belgium. Any dispute that cannot be settled amicably shall be submitted to the competent court in Belgium.

**Use of personal data**

When it implies that Researcher processes personal data, the latter shall comply with the provisions of Regulation 2016/679 of the European Parliament and of the Council, of 27 April 2016, regarding the protection of individuals with regard to the processing of personal data and the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation or GDPR), and any other regulations in force or that substitute and/or modify them in the future applicable to it.

Researcher commits to:

- a) use the personal data which are being processed solely for the Aim, and that they may not in any case use or apply them for different purposes;
- b) when it exists a personal data processing order, to process the personal data solely following the instructions from the Data Controller Party;
- c) maintain due professional secrecy and confidentiality of the personal data they are processing;
- d) guarantee that the persons authorised to process personal data have undertaken to respect the confidentiality thereof and implement the appropriate technical and organizational measures;
- e) take all the appropriate technical and organisational measures to guarantee an adequate level of security against processing risk;
- f) not contract any other entity as the data processor without prior written authorisation from the Data Controller Parties;
- g) help the Data Controller Party, taking into account the nature of the processing, via appropriate technical and organisational measures, so that they can comply with their obligation to respond to the requests from interested parties to exercise their rights;
- h) help the Data Controller Party guarantee compliance with the obligations relating to security measures and the impact evaluation, considering the nature of the processing and the information available to them;
- i) make available to the Data Controller Party all the information necessary to demonstrate the compliance with obligations regarding processing, as well as allowing and contributing to the implementation of audits, including inspections by the Data Controller Party or an auditor authorized by them;

- j) guarantee the necessary personal data protection training for the persons authorised to process personal data;
- k) help the Data Controller Party respond to the interested parties exercising their rights to access, rectification, erasure and objection, and limitation of processing, portability of data and not to be the subject of automated individual decisions (including creating profiles);
- l) keep a written record of all the processing activity categories;
- m) notify, as processor, without further delay, any incident, confirmed or not, related to the protection of data, any process that may be considered illegal or unauthorized, any loss, destruction or damage of the personal data within its responsibility area, and any incident that may be considered an infringement of the security of the personal data, together with all the relevant information that may be relevant for the documentation and communication of the said incident to the authorities or the data subjects affected. Additionally, assist the Data Controller Party in case of security breach of personal data, so that the compliance of the notification obligation is guaranteed according to the GDPR (specifically, articles 33 and 34) as well as any other regulations currently in force or introduced in the future to modify and/or replace it.

Researcher, pursuant to article 32 of the GDPR, declare that they shall apply the appropriate technical and organizational measures to guarantee an adequate level of security of the processed data.

Once the contractual relationship has ended, personal data shall be erased or returned to the Data Controller Party.

The personal data of the legal representatives of each of the Parties in the Agreement, and those that, from now on, the Parties share in the framework of the execution of the Agreement (i.e. name, identification number, address, email, phone number, etc.) shall be processed by each of the Parties as if they are the Data Controllers, individually, with the purpose of facilitating the management and performance of the contractual relationship among them. The personal data shall be stored during the period which is strictly necessary for fitting the purpose of the performance of the Agreement and, whenever it is necessary, for the additional period needed to comply with legal obligations of the Parties, always on the legal basis of the necessity of performance of the Agreement and the fulfilment of legal obligations. Personal data shall be communicated only to third parties and/or public organizations necessary to fulfil legal obligations. Data subjects shall have the right to (i) obtain access to their personal data, rectification of the inaccurate data, erasure, restriction of processing, data portability, object to processing, when appropriate, by written communication to the registered office of each of the Parties; and (ii) to lodge a complaint with the competent supervisory authority, especially when data subjects have not obtained satisfaction in the exercise of their rights. The legal representatives of the Parties hereby declare that

the obligation to inform has been fulfilled by the Data Controller Party through the signature of this Agreement.

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