# **Contract on Data Processing as Joint Controllers in accordance with Article 26 of the General Data Protection Regulation (GDPR)**

Between:

1. **FONDS ZUR FÖRDERUNG DER WISSENSCHAFTLICHEN FORSCHUNG (FWF)**established in SENSENGASSE 1, 1090 WIEN, Austria - hereinafter referred to as *Controller 1 –*
2. **SERVICE PUBLIC FEDERAL DE PROGRAMMATION POLITIQUE SCIENTIFIQUE (BelSPO)**established in WTC III Boulevard Simon Bolivar 30, BRUSSELS 1000, Belgium - hereinafter referred to as *Controller 2 –*
3. **FONDS NATIONAL DE LA RECHERCHE SCIENTIFIQUE (F.R.S.-FNRS)**established in EGMONTSTRAAT 5, BRUSSELS 1000, Belgium - hereinafter referred to as *Controller 3 –*
4. **FONDS VOOR WETENSCHAPPELIJK ONDERZOEK-VLAANDEREN (FWO)**established in EGMONTSTRAAT 5, BRUSSELS 1000, Belgium - hereinafter referred to as *Controller 4 –*
5. **CONSELHO NACIONAL DAS FUNDACOES DE ESTADUAIS DE AMPARO A PESQUISA (CONFAP)**established in SHS QD 06 CJ A BLOCO E SALA 1115, BRAS, BRASILIA DF 70322915, Brazil - hereinafter referred to as *Controller 5 –*
6. **BULGARIAN NATIONAL SCIENCE FUND (BNSF)**established in BLVD KNYAZ DONDUKOV 2 A, SOFIA 1000, Bulgaria - hereinafter referred to as *Controller 6 –*
7. **TECHNOLOGICKA AGENTURA CESKE REPUBLIKY (TACR)**established in EVROPSKA 1692/37, PRAHA 160 00, Czechia - hereinafter referred to as *Controller 7 –*
8. **INNOVATIONSFONDEN (IFD)**established in OSTERGADE 26 A, KOBENHAVN K 1100, Denmark - hereinafter referred to as *Controller 8 –*
9. **SIHTASUTUS EESTI TEADUSAGENTUUR (ETAg)**established in SOOLA 8, TARTU 51004, Estonia - hereinafter referred to as *Controller 9 –*
10. **SUOMEN AKATEMIA (AKA)**established in HAKANIEMENRANTA 6, HELSINKI 00531, Finland - hereinafter referred to as *Controller 10 –*
11. **AGENCE NATIONALE DE LA RECHERCHE (ANR)**  
    established in 50 avenue Daumesnil, PARIS 75012, France - hereinafter referred to as *Controller 11 –*
12. **FONDATION POUR LA RECHERCHE SUR LA BIODIVERSITÉ (FRB)**established in 195 rue Saint Jacques, PARIS 75005, France – hereinafter reffered to as *Controller 12* -
13. **DEUTSCHE FORSCHUNGSGEMEINSCHAFT e.V. (DFG)**represented by its president, Prof. Dr. Katja Becker, established in Kennedyallee 40, 53175 BONN, Germany - hereinafter referred to as *Controller 13 –*
14. **DEUTSCHES ZENTRUM FUER LUFT - UND RAUMFAHRT e.V. (DLR)**established in Linder Hoehe, 51147 KOELN, Germany - hereinafter referred to as *Controller 14 –*
15. **ENVIRONMENTAL PROTECTION AGENCY (EPA)**established in JOHNSTOWN CASTLE ESTATE, WEXFORD, Ireland - hereinafter referred to as *Controller 15 –*
16. **State Education Development Agency (VIAA)**established in VALNU IELA 1, RIGA 1050, Latvia - hereinafter referred to as *Controller 16 –*
17. **Lietuvos Mokslo Taryba (RCL)**established in Gedimino 3, Vilnius LT-01103, Lithuania - hereinafter referred to as *Controller 17 –*
18. **AGENTIA NATIONALA PENTRU CERCETARE SI DEZVOLTARE (NARD)**established in XXXXX, Moldova – hereinafter referred to as *Controller 18* -
19. **MINISTRY OF NATIONAL EDUCATION, VOCATIONAL TRAINING, HIGHER EDUCATION AND SCIENTIFIC RESEARCH (MENFPESRS)**established in Boulevard Mohamed Lyazidi - Hassan, BP : 4500, RABAT, Maroc hereinafter referred to as *Controller 19* -
20. **MINISTERIE VAN LANDBOUW, NATUUR EN VOEDSELKWALITEIT (LNV)**established in Bezuidenhoutseweg 73, 2594AC THE HAGUE, The Netherlands hereinafter referred to as *Controller 20* -
21. **NORGES FORSKNINGSRAD (RCN)**established in DRAMMENSVEIEN 288, OSLO 0283, Norway - hereinafter referred to as *Controller 21 –*
22. **NARODOWE CENTRUM NAUKI (NCN)**established in UL TWARDOWSKIEGO 16, KRAKOW 30 312, Poland - hereinafter referred to as *Controller 22 –*
23. **FUNDACAO PARA A CIENCIA E A TECNOLOGIA (FCT)**established in AVENIDA D CARLOS I 126, LISBOA 1249 074, Portugal - hereinafter referred to as *Controller 23 –*
24. **FUNDO REGIONAL PARA A CIENCIA E TECNOLOGIA (FRCT)**established in RUA DO MERCADO 21, PONTA DELGADA 9500 326, Portugal - hereinafter referred to as *Controller 24 –*
25. **Unitatea Executiva pentru Finantarea Invatamantului Superior, a Cercetarii, Dezvoltarii si Inovarii (UEFISCDI)**established in Mendeleev Street 21-25, Bucharest 010362, Romania - hereinafter referred to as *Controller 25 –*
26. **SLOVAK ACADEMY OF SCIENCES (SAS)**established in STEFANIKOVA 49, BRATISLAVA 814 38, Slovakia - hereinafter referred to as *Controller 26 –*
27. **WATER RESEARCH COMMISSION (WRC)**established in Private Bag X03, GEZINA, 0031, South Africa – hereinafter referred to as Controller 27 –
28. **AGENCIA ESTATAL DE INVESTIGACION (AEI)**established in TORRELAGUNA 58 BIS, MADRID 28071, Spain - hereinafter referred to as *Controller 28 –*
29. **NATURVARDSVERKET (SEPA)**established in, SE-10648, STOCKHOLM, Sweden - hereinafter referred to as *Controller 29* –
30. **SCHWEIZERISCHER NATIONALFONDS ZUR FORDERUNG DER WISSENSCHAFTLICHEN FORSCHUNG (SNSF)**established in Wildhainweg 3, Bern 3012, Switzerland - hereinafter referred to as *Controller 30 –*
31. **MINISTRY OF SCIENCE AND TECHNOLOGY (MOST)**established in 106, Sec. 2, Heping E. Rd., TAIPEI 10622, Taiwan - hereinafter referred to as *Controller 31 –*
32. **TUNISIAN MINISTRY OF HIGHER EDUCATION AND SCIENTIFIC RESEARCH (MHESR)**established in AVENUE MOHAMED V 50, TUNIS 1002, Tunisia - hereinafter referred to as *Controller 32 –*

- collectively referred to as: *Joint Controllers* -

# **Preamble**

The Parties to this Agreement jointly determine the purposes and means of their joint processing activities (**Annexe**). Regardless of this Agreement, they shall act as “Controllers” as defined in Art. 4 no. 7 of the General Data Protection Regulation (GDPR).

# **Section 1 Mutual Roles and Relationships of the Controllers**

(1) In the course of the duties and obligations of the Joint Controllers in accordance with the GDPR and other data protection legislation, the mutual roles and relationships of the Controllers are described in **Annexe** “Information on the Joint Processing Activities, Internal Allocation and Determination of Mutual Support regarding the Fulfilment of Obligations under the GDPR” section 3, 5 and 6.

(2) Regardless of para. 1, data subjects may assert rights which they have with and towards each individual Controller. To the extent a Controller cannot perform and fulfil its duties and obligations under the GDPR, in particular the rights of data subjects, independently, the other Controllers shall support it in this context to the required extent.

(3) If the data subject asserts their right towards a Controller and if **Annexe** governs an internal allocation and/or support among the Joint Controllers in this regard, such Controller shall arrange for envisaged involvement of the other Controllers to the required extent.

(4) Notwithstanding the regulations in **Annexe**, each joint controller shall implement and apply appropriate technical and organisational measures pursuant to Art. 24, 32 GDPR with regard to the jointly controlled processing, insofar as the controller has access to the processed personal data and/or influences the means of the processing of personal data.

(5) The Joint Controllers shall ensure that the employees engaged in the joint processing are bound by an obligation of confidentiality, which shall continue to apply even after the termination of their employment, and that they were instructed about the provisions of data protection law that are relevant for them.

(6) Pursuant to Article 26(2) Sentence 2 of the GDPR, the joint controllers shall make the essence of this agreement available to the data subjects. This includes, beyond the information that is required pursuant to Articles 13 and 14 of the GDPR, at the very least the information as to which controller is responsible for ensuring data subjects’ rights and the fulfilment of information obligations.

(7) The Joint Controllers agree to name a coordinator of the Data Protection Officers. Tasks of the coordinator of the Data Protection Officers are described in **Annexe 1 Section 4**.

# **Section 2 Processor**

(1) Each of the Joint Controllers may autonomously commission a suitable processor and may autonomously instruct deployed processors, provided that this does not affect the legitimate interests of one or several of the other -Joint Controllers. In doing so the Joint Controllers shall comply with the provisions of Article 28 of the GDPR when applicable.

Legitimate interests of the other Joint Controller(s) are affected in particular when a processor processes personal data from other Joint Controller(s) for the joint processing activity. Any existing processors are listed in **Annexe Section 3**.

(2) In the event that legitimate interests of several Joint Controllers are affected, the Joint Controllers ((the “Contracting Controller(s)”) that deploy(s)a processor ensure(s) compliance with Article 28 of the GDPR when applicable, and inform(s) about the deployment the other concerned Joint Controllers.

# **Section 3 Beginning and Termination of the Contractual Relationship and Post-Contractual Obligations**

(1) This agreement begins on immediately.

(2) This contractual relationship continues to exist as long as the joint processing of the joint controllers exists. The Agreement shall be concluded for the period of implementation of the cooperation and for a period following its termination necessary to perform the obligations related to the termination of the cooperation.

(3) As long and until, after the termination of the joint processing, there are still obligations to be fulfilled under the joint processing and/or the termination thereof, the joint controllers shall continue to fulfil such obligations in accordance with **Annexe**.

# **Section 4 Violations to be Notified**

The parties to the agreement notify each other immediately and extensively about any breach of this agreement or of applicable data protection laws that has been detected. The same shall apply for the notification about a data protection violation that was communicated by a controller to a supervisory body or a data subject.

# **Section 5 Liability and Damages**

The Joint Controllers are liable in the internal relationship by analogy with Art. 82 GDPR with regard to the Sub-processing Activity/ies that they are in charge of.

# **Section 6 Miscellaneous, General Provisions**

(1) The **Annexe** shall be obligatory components of this Agreement.

(2) The provisions of this Agreement shall prevail over deviating provisions in any other possibly agreements.

(3) In the event that the joint processing is affected by attachment, seizure, or by insolvency proceedings or settlement proceedings or by any other events or measures by third parties, the affected controller shall notify the other controllers about this without undue delay. In these cases, the joint controllers are obliged to take all necessary measures and to assist each other to the extent necessary in order to prevent any unlawful data access by third parties.

(4) There are no ancillary agreements to this Agreement. Amendments or supplements to this Agreement shall be in writing. If a provision of this Agreement is or becomes invalid, this shall not affect the remaining contents of the Agreement. The invalid provision shall be amicably replaced by such valid provision coming as close as possible to the original intention of the Parties.

# **Signatures**

**FONDS ZUR FÖRDERUNG DER WISSENSCHAFTLICHEN FORSCHUNG (FWF)**

* **Controller 1 -**

Name(s):

Title(s) / position:

Signature(s) and stamp of the organisation:

Date:

**SERVICE PUBLIC FEDERAL DE PROGRAMMATION POLITIQUE SCIENTIFIQUE (BelSPO)**

* **Controller 2 -**

Name(s):

Title(s) / position:

Signature(s) and stamp of the organisation:

Date:

**FONDS NATIONAL DE LA RECHERCHE SCIENTIFIQUE (F.R.S.-FNRS)**

* **Controller 3 -**

Name(s):

Title(s) / position:

Signature(s) and stamp of the organisation:

Date:

**FONDS VOOR WETENSCHAPPELIJK ONDERZOEK-VLAANDEREN (FWO)**

* **Controller 4 -**

Name(s):

Title(s) / position:

Signature(s) and stamp of the organisation:

Date:

**CONSELHO NACIONAL DAS FUNDACOES DE ESTADUAIS DE AMPARO A PESQUISA (CONFAP)**

* **Controller 5 -**

Name(s):

Title(s) / position:

Signature(s) and stamp of the organisation:

Date:

**BULGARIAN NATIONAL SCIENCE FUND (BNSF)**

* **Controller 6 -**

Name(s):

Title(s) / position:

Signature(s) and stamp of the organisation:

Date:

**TECHNOLOGICKA AGENTURA CESKE REPUBLIKY (TACR)**

* **Controller 7 -**

Name(s):

Title(s) / position:

Signature(s) and stamp of the organisation:

Date:

**INNOVATIONSFONDEN (IFD)**

* **Controller 8 -**

Name(s):

Title(s) / position:

Signature(s) and stamp of the organisation:

Date:

**SIHTASUTUS EESTI TEADUSAGENTUUR (ETAg)**

* **Controller 9 -**

Name(s):

Title(s) / position:

Signature(s) and stamp of the organisation:

Date:

**SUOMEN AKATEMIA (AKA)**

* **Controller 10 -**

Name(s):

Title(s) / position:

Signature(s) and stamp of the organisation:

Date:

**AGENCE NATIONALE DE LA RECHERCHE (ANR)**

* **Controller 11 -**

Name(s):

Title(s) / position:

Signature(s) and stamp of the organisation:

Date:

**FONDATION FRANCAISE POUR LA RECHERCHE SUR LA BIODIVERSITE (FRB)**

* **Controller 12 -**

Name(s):

Title(s) / position:

Signature(s) and stamp of the organisation:

Date:

**DEUTSCHE FORSCHUNGSGEMEINSCHAFT e.V. (DFG)**

* **Controller 13 -**

Name(s):

Title(s) / position:

Signature(s) and stamp of the organisation:

Date:

**DEUTSCHES ZENTRUM FUER LUFT - UND RAUMFAHRT e.V. (DLR)**

* **Controller 14 -**

Name(s):

Title(s) / position:

Signature(s) and stamp of the organisation:

Date:

**ENVIRONMENTAL PROTECTION AGENCY (EPA)**

* **Controller 15 -**

Name(s):

Title(s) / position:

Signature(s) and stamp of the organisation:

Date:

**State Education Development Agency (VIAA)**

* **Controller 16 -**

Name(s):

Title(s) / position:

Signature(s) and stamp of the organisation:

Date:

**LIETUVOS MOKSLO TARYBA (RCL)**

* **Controller 17 -**

Name(s):

Title(s) / position:

Signature(s) and stamp of the organisation:

Date:

**AGENTIA NATIONALA PENTRU CERCETARE SI DEZVOLTARE (NARD)**

* **Controller 18 -**

Name(s):

Title(s) / position:

Signature(s) and stamp of the organisation:

Date:

**MINISTRY OF NATIONAL EDUCATION, VOCATIONAL TRAINING, HIGHER EDUCATION AND SCIENTIFIC RESEARCH (MENFPESRS)**

* **Controller 19 -**

Name(s):

Title(s) / position:

Signature(s) and stamp of the organisation:

Date:

**MINISTERIE VAN LANDBOUW, NATUUR EN VOEDSELKWALITEIT (LNV)**

* **Controller 20 -**

Name(s):

Title(s) / position:

Signature(s) and stamp of the organisation:

Date:

**NORGES FORSKNINGSRAD (RCN)**

* **Controller 21 -**

Name(s):

Title(s) / position:

Signature(s) and stamp of the organisation:

Date:

**NARODOWE CENTRUM NAUKI (NCN)**

* **Controller 22 -**

Name(s):

Title(s) / position:

Signature(s) and stamp of the organisation:

Date:

**FUNDACAO PARA A CIENCIA E A TECNOLOGIA (FCT)**

* **Controller 23 -**

Name(s):

Title(s) / position:

Signature(s) and stamp of the organisation:

Date:

**FUNDO REGIONAL PARA A CIENCIA E TECNOLOGIA (FRCT)**

* **Controller 24 -**

Name(s):

Title(s) / position:

Signature(s) and stamp of the organisation:

Date:

**Unitatea Executiva pentru Finantarea Invatamantului Superior, a Cercetarii, Dezvoltarii si Inovarii (UEFISCDI)**

* **Controller 25 -**

Name(s):

Title(s) / position:

Signature(s) and stamp of the organisation:

Date:

**SLOVAK ACADEMY OF SCIENCES (SAS)**

* **Controller 26 -**

Name(s):

Title(s) / position:

Signature(s) and stamp of the organisation:

Date:

**WATER RESEARCH COMMISSION (WRC)**

* **Controller 27 -**

Name(s):

Title(s) / position:

Signature(s) and stamp of the organisation:

Date:

**AGENCIA ESTATAL DE INVESTIGACION (AEI)**

* **Controller 28 -**

Name(s):

Title(s) / position:

Signature(s) and stamp of the organisation:

Date:

**NATURVARDSVERKET (SEPA)**

* **Controller 29 -**

Name(s):

Title(s) / position:

Signature(s) and stamp of the organisation:

Date:

**SCHWEIZERISCHER NATIONALFONDS ZUR FORDERUNG DER WISSENSCHAFTLICHEN FORSCHUNG (SNSF)**

* **Controller 30 -**

Name(s):

Title(s) / position:

Signature(s) and stamp of the organisation:

Date:

**MINISTRY OF SCIENCE AND TECHNOLOGY (TW-MOST)**

* **Controller 31 -**

Name(s):

Title(s) / position:

Signature(s) and stamp of the organisation:

Date:

**TUNISIAN MINISTRY OF HIGHER EDUCATION AND SCIENTIFIC RESEARCH (MHESR)**

* **Controller 32 -**

Name(s):

Title(s) / position:

Signature(s) and stamp of the organisation:

Date:

# **Annexe Information on the Joint Processing Activities, Internal Allocation and Determination of Mutual Support regarding the Fulfilment of Obligations under the GDPR**

## **1. Subject Matter of the Joint Processing Activity**

The subject matter of the processing activity is:

* Application process of pre- and full proposals,
* evaluation process of pre- and full proposals,
* evaluation of the reports of the funded projects
* Organisation of follow-up events with funded projects, BiodivRestore members and possibly other stakeholders

within the Joint Transnational Call BiodivRestore – *“Promoting & implementing joint programming to reinforce transnational research for the conservation and restoration of degraded ecosystems and their biodiversity, including a focus on aquatic systems”.* For further details see the Memorandum of Understanding (MoU) of the BiodivRestore Call 2020/2021 and its annexes, as well as the BiodivRestore Grant Agreement (Grant Agreement number 101003777).

## **2. Purpose of the Processing Activity**

The jointly controlled processing activity serves the following purposes: implementation of a joint transnational call for research proposals, funding of the best ranked transnational projects which were submitted in the BiodivRestore Call 2020/2021 “Promoting & implementing joint programming to reinforce transnational research for the conservation and restoration of degraded ecosystems and their biodiversity, including a focus on aquatic systems” and follow-up and monitoring of these projects. Details on the evaluation process to select the best projects and on the monitoring and evaluation of funded projects are described in the Memorandum of Understanding (MoU), signed by all funding agencies participating in this call and in the BiodivRestore Grant Agreement.

## **3. Processors**

| Name and address of the processor | Commissioning controller | Subject matter of the processing |
| --- | --- | --- |
| Taavi Tiirik, Estonia | FONDATION POUR LA RECHERCHE SUR LA BIODIVERSITE (FRB) | EPSS – Online Platform   * applicants have the possibility to find a partner and/or project via EPSS to cooperate with in the call * applicants submit their pre- and full proposals via EPSS * external reviewers and members of the Evaluation Committee have access to pre- and full proposals via EPSS |

As far as the platform “EPSS” is concerned, the duties under the GDPR shall be undertaken by FONDATION POUR LA RECHERCHE SUR LA BIODIVERSITE (FRB) (Controller 12, because FONDATION POUR LA RECHERCHE SUR LA BIODIVERSITE (FRB) is paying for the platform. Any requests of data subjects concerning platform “EPSS” shall be forwarded to Controller 12, who is in charge to handle those requests.

As far as platform EPSS is concerned, Controller 12 shall fulfil the obligations of article 28 under GDPR regarding the initial examination of the suitability of the EPSS processor and of the regular controls of the EPSS processors.

The EPSS General Data Policy will inform the data subject on the purposes and means for which personal data are processed as well as the recipients used to process personal data, the name and contact details of the controller as well as the legal basis for the processing. This document will be available on the EPSS website and accessible by all the data subjects

## **4. Coordinator of the Data Protection Officers**

A Coordinator of the Data Protection Officers will facilitate the coordination between the controllers. The missions of the Coordinator of the Data Protection Officers will consist in:

* ensure to get a coordinated answer of the controllers, when required, on the protection of personal data, for the European Commission or a national supervisory authority (if needed)
* facilitate the discussions on the protection of personal data between the controllers
* encourage controllers to reach agreements on the protection of personal data
* if relevant, inform the controllers on the protection of personal data, in relation with the call
* answer the questions of the controllers in relation to the protection of personal data within the call.

## **5. Roles, responsibilities of the Joint Controllers**

| **Personal data processed & data subject** | **Purposes of the processing activities** | **Type of personal data processed (data type)** | **Means of processing personal data** | **Who is responsible for data collection and processing** |
| --- | --- | --- | --- | --- |
| Personal Data of the **Funding Organisations participating in the BiodivRestore joint calls** | Main purposes pursued:   * Implementation of the BiodivRestore ERA-NET COFUND Call * Implementation of joint activities (notably for the follow-up and monitoring of the funded projects) * Internal communication * Organisation of travels & reimbursement procedures | General data, professional data, contractual data | Means of collection  Emails and documents  Processing through  Excel files, EPSS, European Commission’s platform  Storage  Secured computers. | Collection: AEI and FRB  Processing: AEI, FRB, European Commission, all controllers. |
| Personal Data of the **Evaluation Committee Members** | The data of the external reviewers is used to:   * Select and invite the most qualified EvC members to evaluate the proposals of a Call, * Communicate with the members of the EvC, * Assign them applications to review, * Collect their evaluation, * Organise the EvC, * Organise the EvC meetings, namely book their flights or train tickets, book accommodation and appropriate restaurants and caterers, * Reimburse the additional fees contracted by a member of the panel who participated to the EvC, * Pay the members of the EvC. | General data, professional data, contractual data, special categories of personal data. | Means of collection  Suggestion from CSC members, Internet researches, forms and emails  Processing through  Excel files gathering all the information and forms completed by the EvC members – EPSS: Evaluation Committee Members give a formal consent on the collection of their data on the EPSS.  Storage  Secured online storage. Banking and invoicing details will be stored according to the French accountability laws.  For **special categories of personal data: will be deleted one week after the event** | Collection: All controllers may provide AEI and FRB with personal data of potential Evaluation Committee members and obtain information on the Evaluation Committee members most of the collection of these personal data will be realised by AEI and FRB.  Processing: AEI and FRB |
| Personal Data of the **external reviewers** | The data of the external reviewers is used to:   * select and invite the most qualified external reviewers to evaluate the proposals of a Call, * communicate with them on the review process, * assign them applications to review, * collect their evaluation on those applications, | General data, professional data | Means of collection  Suggestions from EvC and CSC members, internet searches, forms and documents collected by ANR, emails, use of previous external reviewers (from previous calls).  Processing through  Evaluation of the relevance of their profiles to evaluate some project proposals on the EPSS. External Reviewers give a formal consent on the collection of their data on the EPSS.  Storage  Secured storage. | Collection: All controllers may transfer data of potential external reviewers to AEI. Most external reviewers’ personal data collection will be realised by AEI and FRB.  Processing: AEI and FRB |
| Personal Data of the **Applicants (Participants to the Joint Transnational Call)** | The data of the applicants is used to ensure a proper evaluation process, as part of Workpackage 3, namely:   * to communicate about the application process and results of the call, * to allow participating Funding Organisation to perform an eligibility check of the applicants, * to evaluate the proposals and consortia (by the EvC members and external reviewers), * to award funding if the application is successful, * to perform analysis on the submitted proposals (data will be anonymised), * improve our communications with potential future applicants in future Joint Calls. | General data, professional data, contractual data, other. | Means of collection  Submission of application forms through the EPSS.  Processing through  Excel files gathering all the information.  Storage  Stored in the EPSS and in secured computers. | Collection: FRB  Processing: Each Controller will process personal data of its national applicants. AEI, FRB, EvC members and external reviewers[[1]](#footnote-2) will process personal data of all the applicants. |
| Personal Data of the **Researchers selected for funding** within the COFUND Call | Personal data of the selected researchers is needed to:   * communicate with the Researchers selected for funding about their awarded project, * allow funding organisation to contact the selected applicants to elaborate funding contracts, * ensure a proper follow-up of the funded projects, for instance contacting them to inform them on the activities organised by BiodivRestore, * organise follow-up events, including networking and capacity building workshops (Workpackage 6), * perform monitoring and evaluation of the funded projects (Workpackage 4), * develop brochures presenting the selected projects and their outputs (Workpackage 5), * better communicate with future awardees in future Joint Calls. | General data, professional data, contractual data, other. | Means of collection  Submission of application forms through the EPSS, e-mails, Excel files. Consent of the researchers to process their data collected on the EPSS  Processing through  Excel files gathering all the information.  Storage  Stored in secured computers | Collection: AEI, ANR[[2]](#footnote-3), FRB, SAS.  Processing: AEI, ANR[[3]](#footnote-4), FRB, SAS, all controllers. |
| Personal Data of internal **participants to the activities related to the COFUND Call** **and BiodivRestore follow-up activities**. | These data are needed for:   * inviting people to events organised, * organise webinars, meetings, workshops, conferences, * organise travels, accommodation, catering of participants, * communicate on the outputs of the meetings, * assess the quality of the meetings organised. | General data, professional data, special categories of personal data. | Means of collection  Registration forms, internet searches, emails  Processing through  Excel file gathering all information  Storage  Secured online storage. S**pecial categories of personal data (always take an end one week after the event)** | Collection: FRB, AEI.  Processing: FRB, AEI. |
| Personal Data of **participants, who are not BiodivRestore partners, to the activities related to the COFUND Call** **and BiodivRestore follow-up activities:** Event participants and Participants of funded projects. | These data are needed for Workpackages 4, 5 and 6 for:   * inviting people to events organised, * organise webinars, meetings, workshops, conferences, * organise catering of participants, * communicate on the outputs of the meetings and funded projects, for the duration of the projects and after they ended, * assess the quality of the meetings organised, * maximise impact, * disseminate and exploit results, including results of proposed research and selected proposals. | General data, professional data, special categories of personal data. | Means of collection  Online forms / emails  Processing through:  Excel file gathering all information.  Storage  Secured online storage. S**pecial categories of personal data (always take an end one week after the event)** | Collection: AEI, ANR, BelSPO, DLR, FRB, MHESR, SAS, SEPA  Processing: AEI, ANR[[4]](#footnote-5), BelSPO, DLR, FRB, MHESR, SAS, SEPA |

## **6. Internal Allocation and Determination of Mutual Support regarding the Fulfilment of Obligations under the GDPR**

In general, the duty to comply with the obligations under the GDPR shall be undertaken by the Controller in charge of the specific Sub-processing Activity. To the extent a Controller cannot perform and fulfil its duties and obligations under the GDPR, the other Controllers shall support it in this context to the required extent.

In particular the duty to provide information to the data subjects to provide the information referred to in Articles 13 and 14 GDPR as well as requests from the data subjects (in the sense of exercising the rights of the data subject) shall be assumed or answered in each case by the Controller who is responsible for data collection and processing[[5]](#footnote-6) (e.g. commissioned reviewer of Controller 1, application to Controller 1, employee of Controller 1). Joint Controllers shall also assist each other, where possible, in meeting their obligations laid down in Articles 32 through 36 of the GDPR. If required, the Joint Controllers provide each other with the necessary information from their respective fields of activity.

It is agreed that the Controller and/or its Processor that transfer(s) personal data in the scope of the execution of the present JCA to a Controller and/or Processor situated in the country that does not present adequate safeguards under the GDPR will ensure that such transfer is possible and that it complies with the GDPR (i.e. such as by signing Standard Contractual Clauses).

1. ANR is collecting and processing personal data only concerning the French proposals submitted by French participants. Data subjects could exercise their rights near ANR’s Data Protection Officer at the address: [dpd@agencerecherche.fr](mailto:dpd@agencerecherche.fr). ANR is collecting and processing personal data only concerning the French proposals submitted by French participants. ARN is in charge of the following of the French proposals which were submitted in the context of the Joint Transnational Call. ANR collects the proposals and, in so far, the personal data of the data subjects in the received proposals. These proposals are submitted under the Word format. ANR’s liability concerning collecting and processing personal data is only limited to these activities which are done in the exercise of the Work package 6 – Following of projects. [↑](#footnote-ref-2)
2. ANR is processing personal data only for the purpose of the Work packages 4 & 5. Her liability is limited to these collecting and processing activities only. These two work packages suppose the collect and the processing of personal data subjects. Data subjects must be here understood as participants to the Joint Transnational Call selected for funding. Data subjects could exercise their rights near ANR’s Data Protection Officer at the address: [dpd@agencerecherche.fr](mailto:dpd@agencerecherche.fr) [↑](#footnote-ref-3)
3. ANR is processing personal data only for the purpose of the Work packages 4 & 5. Her liability is limited to these collecting and processing activities only. [↑](#footnote-ref-4)
4. ANR is processing personal data only for the purpose of the Work packages 4 and 5 and task 6.1. Her liability is limited to these collecting and processing activities only. [↑](#footnote-ref-5)
5. ANR’S liability in the Processing Activities is limited for the purpose of the Work packages 4 & 5. [↑](#footnote-ref-6)