

# SELFSUSTAINED CROSS-BORDER CUSTOMIZED CYBERPHYSICAL SYSTEM EXPERIMENTS FOR CAPACITY BUILDING AMONG EUROPEAN STAKEHOLDERS

Research Innovation Action

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# **DELIVERABLE 1.3**

# Data Management Plan

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### **Abstract**

The SMART4ALL Data Management Plan (DMP) defines how data generated or collected within this project will be treated, archived, disseminated, and maintained by the project partners and PAE subgrantees and how the data will be shared with the wider community, e.g., via the SMART4ALL website and marketplace. This DMP is a live document that will be regularly updated whenever new or additional relevant data is generated/collected. Snapshots of this document will be taken at the appropriate times and presented as deliverables D1.2 (in M6), D1.3 (in M12), D1.4 (in M30), and D1.5 (in M48).

Main changes in D1.3 compared to D1.2:

- Sections 1.1, 1.2, and 5.4 extended to introduce Experiment Questionnaire related to the data management and to cover the "Terms of Service" and "Privacy Policy" of the SMART4ALL Platform
- Appendix A ("DMP Questionnaire for Experiments"), B ("Terms of Service (SMART4ALL Platform)", and C ("(SMART4ALL Platform) Privacy Policy") were added.

### History and Contributors

Ver	Date	Description	Contributors	
00	08/08/2020	D1.2 Final version	TUD	
01	10/11/2020	Insertion of Questionnaire	TUD	
02	27/11/2020	Insertion of Privacy Policy	UoP	
03	03 18/11/2020 Insertion of Terms of Service		UoP	
04 10/12/2020 First		First version	TUD	
05/D	16/12/2020	First review	UoP	
06/R	17/12/2020	Internal review	AVN & MECOnet	
07	28/12/2020	Review comments addressed	TUD	
08/E	03/01/2021	Final preparations and submission.	UoP	

### **Executive Summary**

The SMART4ALL Data Management Plan (DMP) defines how data generated or collected within this project will be treated, archived, disseminated, and maintained by the project partners and PAE subgrantees and how the data will be shared with the wider community, e.g., via the SMART4ALL website and marketplace. This DMP is a live document that will be regularly updated whenever new or additional relevant data is generated/collected. Snapshots of this document will be taken at the appropriate times and presented as deliverables D1.2 (in M6), D1.3 (in M12), D1.4 (in M30), and D1.5 (in M48). This series of deliverables is strongly related to Deliverable D8.4 "Ethics Requirements."

D1.2 mainly outlined (based on location) where data management is expected to be needed. The appropriate actions, e.g., via questionnaires, were defined when such data is being collected, generated, and/or used.

D1.3 included "Terms of Service" and "Privacy Policy" that specify the terms of conditions/use of the SMART4ALL websites and Marketplace. They cover the treatment of mainly personal data and technical data (in the form of software (tools)) that is expected to be uploaded to the Marketplace. Furthermore, the potential collection/generation/use by the SMART4ALL experiments will be documented by a (newly introduced) questionnaire that is presented in this deliverable (D1.3).

### Abbreviations and Acronyms

CLEC Customized Low-Energy Computing

CPS Cyber Physical System

CTTE Cross-domain Technology Transfer Experiment

DMP Data Management Plan

FTTE Focused Technology Transfer Experiment

IoT Internet-of-Things

KTE Knowledge Transfer Experiment

PAE Pathfinder Application Experiment

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### 1 Introduction

### 1.1 Purpose and Scope

The purpose of this document is to present how the data within the SMART4ALL project is managed in a FAIR (findable, accessible, interoperable and reusable) manner. It follows the "Guidelines to the Rules on Open Access to Scientific Publications and Open Access to Research Data in Horizon 2020" and "Guidelines on FAIR Data Management in Horizon 2020" within the H2020 Programme. This document is intended to be a *live document* that will be updated on a regular basis and snapshots will be taken at the appropriate times and presented as deliverables D1.2 (in M6), D1.3 (in M12), D1.4 (in M30), and D1.5 (in M48). The DMP is the outcome of task T1.6 "Data Management & Strategy Plan" in Work Package 1.

The vision of the SMART4ALL project is to build capacity amongst European stakeholders via the development of self-sustained, cross-border experiments that transfer knowledge and technology between academia and industry. It targets customized low-energy computing (CLEC) cyber-physical systems (CPSs) and the Internet-of-Things (IoT) and combines a set of unique characteristics that join together under a common vision different cultures, different policies, different geographical areas and different application domains. The overall vision of SMART4ALL is depicted in the following figure.



Figure 1: SMART4ALL Vision

Based on this vision, the following objectives were defined in the SMART4ALL project:

- 1. Bring innovative CLEC CPS and IoT technologies to underrepresented business sectors.
- 2. Unlock South-Eastern European parties' potentials through links to investors across value chains and regions in order to accelerate CLEC CPS/IoT solutions development and industrialization.
- 3. Develop/offer novel tools to boost the use of CLEC CPS and the IoT technologies Europewide.
- 4. Ensure post-project sustainability and growth of the SMART4ALL experiments and digital innovation hubs (DIHs) network.
- 5. Bring innovative CLEC CPS and the IoT technologies in the lives of sensitive social groups
- 6. Support Digital Skills & Jobs policy of European Commission.

SMART4ALL is targeting, on one hand, at four (4) specific domains which are considered underrepresented based on the documented success stories of the (https://smartanythingeverywhere.eu/success-stories/). These include: Digitized Transport, Digitized Agriculture, Digitized Environment and Digitized Anything. On the other hand, SMART4ALL will focus on enhancing and accelerating product development capabilities of Southern-Eastern Europe areas. In this way, SMART4ALL will facilitate the transfer of knowledge and novel technologies amongst universities, research institutes, industry partners and the respective ecosystems. This will be achieved by offering regional contact points providing brokerage services between the local industry clients and the EU-wide network. The SMART4ALL project, as an Innovation Action, has a special structure and set-up that differs from more research-oriented projects. The SMART4ALL consortium comprises twenty-five (25) highly competent partners spanning a wide range of expertise and experience ranging from Universities, Research Centers and Digital Innovation Hubs to innovative SMEs and Slightly Bigger Companies. All SMART4ALL partners bring valuable knowledge derived from participation in numerous FP and H2020 projects as well as other DIHs initiatives. Additionally, in the context of SMART4ALL, sixty-seven (67) Knowledge and Technology Transfer Pathfinder Application Experiments (PAEs) will be conducted, supported and funded emphasizing on cross-border and cross-regional PAEs. Three carefully considered types of PAEs have been defined, each one offering unique characteristics and advantages. 1) 43 Knowledge Transfer Experiments (KTEs) which comprise a novel type of experiments allowing smaller projects, or less mature ideas to be presented, tested and thus potentially find the fertile ground to grow and reveal its product potentials. 2) 12 Focused Technology Transfer Experiments (FTTEs), focusing on one of the four defined underrepresented areas, will give the opportunity to form synergies, accelerate product orient projects and offer guidance towards successful commercialization. 3) 12 Cross-domain Technology Transfer Experiments (CTTEs) will target more complex multidisciplinary transfers and productization of novel CLEC CPS and IoT technologies to wider markets. Another unique tool SMART4ALL will offer, aligned with the specific sub-topic description is a novel MaaS approach which, apart from sharing information and matchmaking services will heavily focus on the exchange of actual technologies (either developed in the context of SMART4ALL or pre-existing). To achieve this goal, SMART4ALL MaaS will devote a specific section facilitating, on one hand, the uploading of ICT developments of any kind (e.g., SW, HW IPs, models) and on the other hand, the discovery of receivers that could benefit from these technologies. One of the main goals of SMART4ALL MaaS is to facilitate business/technology suppliers and users of CLEC CPS and the IoT technologies to find each other. The PAEs include this brokerage between supply and demand and support also value chain development.

The unique setup of the SMART4ALL objectives require the use of traditional and specifically tailored data management tools to deal with the wide variety of potential data sources and use. In order to structure and streamline the presentation of the SMART4ALL data management plan, it was decided to do this via the locations where data can be stored. At this stage of the SMART4ALL project, we can clearly identify several locations where data will be stored:

- Website (including publications) e.g., publications, media kits, ...
- Repository e.g., partners' data, project and research data, ...
- FundingBox Platform e.g., Pathfinder Application Experiments data, ...
- Marketplace e.g., (software) tools, user profiles, services, documentation, any original (or not) material provided by the contributors, ...

More details on the precise data that is being kept at each location will be provided in subsequent sections.

In this first version (D1.2) of the DMP, we define the general policy and approach of data management in the SMART4ALL project. In particular, we identify where in this project data will be collected/generated and our approach to manage the data in a FAIR manner. In subsequent versions

(D1.3 - D1.5), we will update with data specifics and how they are managed as well as potentially other areas (within the project) where data management is needed.

In this second version (D1.3) of the DMP, we extended the first version (D1.2) to reflect the introduction of the "Terms of Service" (see Appendix B) (of the SMART4ALL Platform - all SMART4ALL websites and Services - the latter includes software, networking, matchmaking, and the Marketplace) and the related "Privacy Policy" (see Appendix C). In addition, with the start of the experiments, we expect (scientific) data to be used, collected, and generated within such experiments. However, instead of requiring each experiment to come up with their own data management plan, it was decided to include the data management into the SMART4ALL DMP. The tracking of the data (management) is performed via a simple questionnaire (see Appendix A) that the experiments should fill in at the start and end of the experiments.

### 1.2 Approach

This document is the result of the work outlined in T1.6 "Data Management & Strategy Plan" that is led by partner TUD with contributions from all other partners as well as the PAE sub-grantees.

This document is intended to be a live document that will be updated on a regular basis and snapshots will be taken at the appropriate times and presented as deliverables D1.2 (in M6), D1.3 (in M12), D1.4 (in M30), and D1.5 (in M48). We will regularly review all data used within the project and establish the need to manage it in a FAIR manner. For this purpose, we have devised an extensive questionnaire (in Excel format) that will be regularly distributed to all partners as well as the PAE sub-grantees. The purpose of this questionnaire is to identify, classify, and (more importantly) motivate partners to treat all (relevant) data in a FAIR manner. An example of the Excel sheet is provided below:

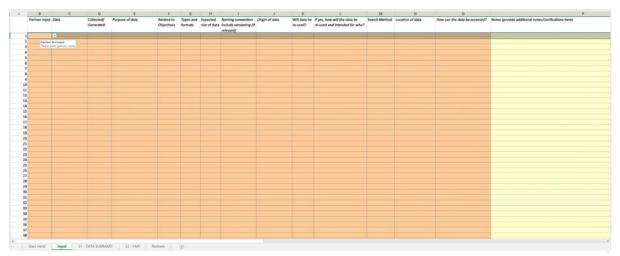


Figure 2: Excel file questionnaire to collect FAIR data within the SMART4ALL project.

The (relevant) columns of the Excel file are labeled as follows:

- Column C data (name)
- Column D collected or generated?
- Column E purpose of data
- Column F related to objectives
- Column G types and formats
- Column H expected data size
- Column I naming convections (including versioning)
- Column J origin of data
- Column K will the data be re-used?
- Column L if yes, how will the data be re-used and intended for who?

Column M – search method
 Column N – location of data

• Column O – how can the data be accessed?

Column P – (additional) notes

Furthermore, if needed, the questionnaire will also be adapted and/or tailored when new data sources are being identified during the execution of the SMART4ALL project. In all DMP versions, we will include (as an appendix) all the data collected via this Excel file for review.

With the SMART4ALL project primarily focusing on setting up and disseminating the open calls for experiments in its first year, it was not to be expected that lots of (scientific) data would be collected, generated, nor used. For this reason, no questionnaire (as indicated above) was distributed to the SMART4ALL partners (yet). With the start of the experiments after the successful first round of open call for experiments, it is expected that these experiments will start collecting, generating, and/or using (scientific) data. Instead of burdening the experiments with the need to write a full-fledged data management plan, we generated a short questionnaire for the experiments to fill in at the start and end of their experiments. The results will be included in future versions of this DMP.

### 1.3 Document Structure

This document follows the guidelines the "Guidelines to the Rules on Open Access to Scientific Publications and Open Access to Research Data in Horizon 2020" and "Guidelines on FAIR Data Management in Horizon 2020" within the H2020 Programme. It is organized as follows. Section 2 provides a summary of the data that is stored in the 4 main identified storage locations — website, repository, FundingBox platform, and the Marketplace. Section 3 details how the data stored at these locations follow the FAIR principles. Section 4 describes the allocation of resources to maintain the project data. Section 5 details the security measures undertaken to protect the project data. Section 6 describes the ethical aspects related to the project data. Section 7 present other issues related to the project data that are not covered by the preceding sections.

### 2 DATA SUMMARY

Within the SMART4ALL project, a multitude of data will be collected, generated, and maintained. Instead of discussing each data item/type/category by itself, we decided to structure the DMP by the location of where the data is stored as it is very unlikely that the same data will be kept at different locations. If such a case occurs, we will clearly mark this in this DMP as well as the main storage facility.

Within the SMART4ALL project, we can clearly identify the following data storage locations:

- Website (including publications): Regarding publications, the SMART4ALL consortium will conform to the Horizon2020 Open Access regulations including Gold Open Access and Green Open Access (or self-archiving) for all scientific publications produced through internal or third party PAEs. As a general rule, all publications will be available via Green Open Access. The consortium will create SMART4ALL repositories on EC OpenAIRE and CERN's ZENODO and populating them with open access articles, chapters and public deliverables of the project. All SMART4ALL beneficiaries will be contractually obliged in the Consortium Agreement to submit their articles and (book) chapters to the SMART4ALL open repositories. The beneficiaries are responsible to select among the "gold" or "green" open access models (as defined in the H2020 guidelines). Other materials stored on the webserver include media kits, files that constitute the content of the SMART4ALL website, and log files.
- Repository: The SMART4ALL repository is an internal space that aims to facilitate the collaboration among the consortium partners. The SMART4ALL repository is based on Nextcloud which is a very popular open source software for file hosting services. The repository gives authorized access to documents and various material of the project (tasks, events, etc.) to the project partners. The information that is handled by the repository is stored in the filesystem of the hosting machine and in database.
- FundingBox Platform: The FundingBox Platform will be the main vehicle the SMART4ALL project will use to administer the Pathfinder Application Experiments (PAEs). All relevant information required for the drafting, submission, evaluation and administration of proposals are maintained at the platform.
- Marketplace: Marketplace has a two-fold purpose. The Match Making tool aims to support the users of the Marketplace to find partners, tools, services, etc. that will help them to develop their business further, address open problems and establish new collaborations. In that context the matchmaking services based on AI technologies need to have access to data related to the profile and the needs of each organization that uses the services. These data are asked by each user that joins the platform and are stored in databases. The results set of the Match Making services contain a wide range of artefacts (tools, docs, etc.). These artefacts are described by various metadata such as domain, category, type, license that are stored in marketplace databases. The artefacts could be stored as binaries in the Marketplace file system or could be  $3^{rd}$ links coming from party services (Dropbox, shared An online "SMART4ALL Helpdesk" platform is also provided for topics related only to: Open Call (Technical Question), Marketplace & Technology, Funding & Helpdesk Registration.

### 2.1 Website (including publications)

There are several usage scenarios related to the SMART4ALL website.

1. Website surfing: The most usual usage scenario. It refers to an unregistered user exploring the content of the website. No data is stored.

2. Join Us page: When a user decides to register to the SMART4ALL content services, a registration page needs to be filled in. The process integrates the Mailchimp service.

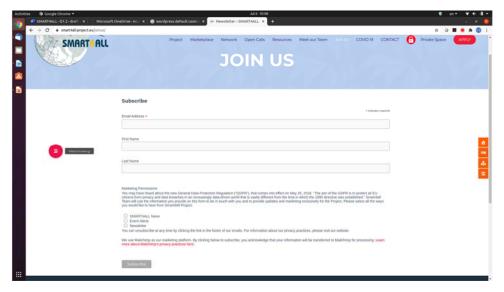


Figure 3: Join Us webpage.

3. Partner (authorized): SMART4ALL website includes a private space, where consortium members can log in and explore additional services, mainly related to reporting tasks. This usage scenario includes the storage of session details (date, time, duration, etc.) as well as complete information about user's actions performed.

### 2.2 Repository

The repository could store any file of any size. However, for the scope of the project, the users have an available space of 5GB each. That means that they cannot store files of more than 5GB in total. Available quote could be increased upon request. The users of the repository are not restricted to the file type they could store. Such files could be:

- Documents, spreadsheets, presentations
- Compressed files (tar.gz, zip, rar, 7z, etc.)
- Executables

The users of the repository have full access on their own files (read & modify & delete). Users cannot have access to files of others users unless access is given by the owners of the files.

Moreover, Nextcloud provides additional functionalities such as:

- Chat and teleconference (voice, video)
- Some primitive task management functionalities
- Calendar

Data of these aforementioned functionalities are stored in the database.

### 2.3 FundingBox Platform

SMART4ALL, as a project, will deal with ethics issues related to 'Protection of Data' because it will collect general data of European companies, through an online form within FundingBox Platform, to select the cross-border Pathfinder Application Experiments (PAEs). The Data to be collected are (non-

exhaustive list): Country; Organization name; Project name; Address; Number of team members; Funds requested; Verticals Targeted; Solution type; Name of coordinator and name of the team members; Abstract; Brief description; Company years of experience, etc. The partner FBA will guarantee a proper use of those data. Data collected within the open calls are limited to the data necessary to evaluate an application. Personal data collected are mainly data of the team members and information about their experience and professional career. Participation in the open call is voluntary as well as providing personal information (except contact details). SMART4ALL will also take care that the 67 PAEs selected through Open Calls will also apply the ethical standards and guidelines of Horizon 2020 regardless of the country in which the projects are located. Specific support actions regarding protection of personal data will be provided, to each experiment, by the Coordinator. This support will be done depending on the specific needs of each project. The Coordinator will set up a process to ensure that the initiatives and projects which it funds conform to the ethical standards and guidelines of Horizon 2020.

### 2.4 Marketplace

The following types are stored:

- User profile:
  - o Username
  - o Email
  - o Name
  - o Organization name
  - Other Organization data to be defined as the Match Making services develops.
- Artefacts: Binary data that could be:
  - Source code
  - o Documents
  - Executables
  - Virtual Machines
  - o Configuration text files (e.g. Dockerfiles, docker-compose, etc)
- Artefact metadata:
  - o type, category, domain, license
  - o Description
  - o Links

Preparing an appropriate license model for the Marketplace is currently under development. UoP legal department is working together with an external attorney to formulate an appropriate license scheme. The process of defining a license scheme for the Marketplace was proved more complex than initially foreseen due to "push" and "pull" features of the SMART4ALL Marketplace.

### 3 FAIR DATA

In this section, we will describe how the data identified in the SMART4ALL project will adhere to the FAIR principles. They are categorized in clearly identifiable subsections. Moreover, as mentioned earlier, we subdivided all project data by their storage location.

### 3.1 Making data findable, including provisions for metadata

In this section, we will describe how relevant data in the project should be made findable.

### 3.1.1 Website (including publications)

- Publications will be uploaded to online repositories and they will contain keywords.
- Publications will also be stored in the website and made searchable.
- Website will be indexed by Google and findable.
- Users that register to the SMART4ALL Join Us page can unsubscribe at any time, using the Mailchimp service.
- Consortium members can delete their account at any time. In that case all relative information regarding this specific account will be deleted.

### 3.1.2 Repository

Data of the repository are not supposed to be publicly available. Access is given only to the authorized users of the consortium. However, provision has been made to allow all users of the repository to find the data that are associated with their privilege rights.

- Deliverables (in PDF format) will be placed in easy to find folders, there will also be a search function to all searchable files, e.g., PDF
- Media press kits.
- Presentations will be stored in dedicated folders. The PPT files will be annotated with information to allow for searching based on topics and presentation dates.

The repository is based on the Nextcloud platform which provides:

- Search functionalities by filename
- Annotate files with tags for easy filtering

### 3.1.3 FundingBox Platform

All relevant data concerning PAEs will be tagged with key information relevant for the PAEs. These fields include: project name, address, vertical targeted, solution type, coordinator name, project members names, abstract, project description, etc. and are all made searchable.

### 3.1.4 Marketplace

The Marketplace is intended to serve as an AI-based match-making and collaboration tool. The development of the Marketplace is still underway and how the data is made findable will be elaborated in future versions of this DMP. At this point in time, limited search functionality is implemented – all marketplace data (defined as artefacts) are searchable by: Title, Domain, Category, Type, and License.

### 3.2 Making data openly accessible

In this section, we will describe how relevant data in the project should be made openly accessible.

#### 3.2.1 Website

The website is publicly accessible. All promotional material will be made publicly available on the website, links will be provided to social media platforms or news media outlet where promotional data will be sent.

### 3.2.2 Repository

Data is fully protected from unauthorized users. Access control is given by the Nextcloud software.

Some of the contents of the repository might be publicly available at some time such as the public deliverables, media kits, etc. However, these files are not going to be public through repository but through other channels such as an official project website.

Authentication is performed through username/password. Password is stored encrypted in the database. Two-factor authentication is also available to harden the authentication mechanism.

Access to the data that the user stores in the repository is achieved through the web browser or/and the desktop client. The desktop client is available for all the popular flavors of OS (Windows, Linux, Mac). The desktop client as a part of the Nextcloud project is open source software.

Data (binary files, metadata, user data, etc.) are stored in the same host in the filesystem or a MariaDB database.

### 3.2.3 FundingBox Platform

The data on the FundingBox platform are not intended for open access. Data will be deposited and secured in the FBA platform. The information will be captured through online forms and will be recorded and stored in FBA Cloud infrastructure as an object database. The information will be accessible through an online Dashboard application and only the anonymized data will be downloadable in csv and xls formats. Only authorized users will be allowed to access the data sets via authentication. The authorized users will be the project coordinator, the two technical coordinators and the evaluators. In the latter case, the evaluators will be able to view only the data included in the submitted applications that will be assigned to them.

### 3.2.4 Marketplace

The Marketplace is expected to store a high number of different types of artifacts (presented in Section 2.4). These artifacts are:

- accessible for view and download to the public and
- accessible to edit/update/delete only to the owner (registered users).

### 3.3 Making data interoperable

In this section, we will describe how relevant data in the project should be made interoperable.

### 3.3.1 Website (including publications)

At this point in time, no data currently present at the website not the publications (and related research data) need to be interoperable. However, the Mailchimp user repositories have interoperability capabilities that can be used when needed.

### 3.3.2 Repository

At this point in time, no data currently present in the repository need to be interoperable.

### 3.3.3 FundingBox Platform

At this point in time, no data currently present in the FundingBox need to be interoperable.

### 3.3.4 Marketplace

At this point in time, no data currently present in the Marketplace need to be interoperable.

### 3.4 Increasing data re-use (through clarifying licenses)

In this section, we will describe how relevant data in the project should be made re-usable.

### 3.4.1 Website (including publications)

At this point in time, there is no (research) data at the website that is intended for re-use except for promotional multimedia data and press kits. Such data will be kept and made available at the website.

### 3.4.2 Repository

At this point in time, there is no data stored in the repository that is intended for re-use.

### 3.4.3 FundingBox Platform

At this point in time, there is no data stored in the at the FundingBox platform that is intended for reuse.

### 3.4.4 Marketplace

At this point in time, there is no data stored in the Marketplace that is intended for re-use. Of course, we intended to populate in the future marketplace with tools and other software that can be (re-)used. We will report on such tools and/or data when they appear.

### 4 ALLOCATION OF RESOURCES

Project team staff time has been allocated budget to develop a common ICT infrastructure and data management platform providing a comprehensive horizontal set of common data-management, normalization and storage tools on which the services (including the MaaS services) will be implemented. In general, costs related to open-access to research data in Horizon 2020 are eligible for reimbursement under the conditions defined in the H2020 Grant Agreement, but also other articles relevant for the cost category chosen. Costs cannot be claimed retrospectively. Project beneficiaries will be responsible for applying reimbursement for costs related to making data accessible to others beyond the consortium.

The Data Manager of the project is partner TUD. Therefore, TUD, represented by Prof. Stephan Wong, will be the primary contact point regarding data management and can help in case of questions regarding the implementation of the Data Management Plan. The leaders of the task(s) generating each dataset have the ultimate responsibility of the correct implementation of the provisions in the DMP.

The partners or the subgrantees that produce any kind of data as a part of the SMART4ALL project are responsible for: i) informing the data & dissemination managers when new open data / papers ready for publication are available and ii) depositing (publishing into a repository) the data in accordance to the SMART4ALL data management policy and with help of the tools (catalogue, repository, ...) provided by the project.

Public project deliverables and datasets are published on the SMART4ALL website and the SMART4ALL repository. There is no additional cost for publication on the website because this is already included in the cost of operating the website as a whole, included the public and private parts. This also includes the financial resources for storage, cloud, hosting, IT infrastructures etc.

It is important to note that we have already defined a policy for the managing all the SMART4ALL data. According to our policy, during the project, data/metadata on SMART4ALL server will be backed up monthly.

Finally, data will be preserved at least 5 years after the end of the project according to the requirements of the Grant Agreement. The associated costs for dataset preparation for archiving will be covered by the project itself.

### 5 DATA SECURITY

### 5.1 Website (including publications)

The current SMART4ALL website employs SSL to encrypt all data exchanged between visitors and the webserver.

### 5.2 Repository

The security/privacy mechanisms of the repository can be summarized in the following:

- End to End encrypted connection over SSL for browser and clients,
- Authenticated access to the platform,
- Brute Force Protection (Brute Force Protection logs invalid login attempts and slows down multiple attempts from a single IP address),
- Password security enforcement and
- Fine grained authorization policies and file permissions.

### 5.3 FundingBox Platform

The FundingBox Platform employed in the SMART4ALL project will promote specific activities to guarantee the accomplishment of the following ethics issues regarding the **protection of personal data** (more details in Section 6). SMART4ALL will collect data of the applicants, through an online form within FBA Platform which will be used during the projects Open Calls and other administration processes managed by FBA. Data will be deposited and secured in the FBA platform. The information will be captured through online forms and will be recorded and stored in FBA Cloud infrastructure as an object database. The information will be accessible through an online Dashboard application and only the anonymized data will be downloadable in csv and xls formats. Only authorized users will be allowed to access the data sets via authentication. The FBA platform applies technological and organizational measures to secure processing of personal data against publishing to unauthorized persons, processing in violation of the law and change, loss, damage or destruction. FBA platform security measures:

- Information security: SSL (Secure Socket Layer) certificates are applied. In order to ensure the appropriate level of security, the password for the account will exist on the platform only in a coded form. Registration on and logging in to the platform proceeds in a secure https connection. Use of password to access data sets: the FBA platform offers 4 different access levels/roles (administrators, developers, evaluators and guests) to secure access to data by unauthorized users. Communication between the User's device and the servers will be encoded using the SSL protocol.
- Options for reading data: the platform offers the possibility to make data available in a readonly or downloadable format, hindering the access to information by unauthorized users. Once an Open Call finishes information is archived, so it's no longer publicly accessible, only administrators will have access to the historic data in a read-only mode.
- Back-up policy: complete and redundant backups are done every hour. Moreover, every time a
  modification is done an older version is saved.
- Accidental deletion or modifications: in case of a catastrophic event that implies the partial or complete deletion of the data sets, the data from the most recent backup will be automatically restored (back-up every a predefined time period). In case of accidental deletion or modification

- only the most recent document will be restored, so in case of accidental changes or deletion data can be easily recovered.
- Deletion or modification of data by users: only administrators have the rights to delete or modify the information included in the datasets. Under exceptional circumstances administrators can be given the permission to delete applications (utilities offered by the FBA platform) but the user responsible of its creation will be notified before doing so.
- Deletion of data by participants in open calls: users having started the application process can withdraw any time using the FBA platform before the deadline for submission.
- Terms and conditions: the FBA platform have specific terms of use and conditions that have to be accepted by all users of the platform.
  - o FundingBox terms of service: https://fundingbox.com/trust/terms
  - o FundingBox platform privacy policy: <a href="https://fundingbox.com/trust/privacy">https://fundingbox.com/trust/privacy</a>

Each partner is responsible for all obtained data during their processing and acquisition in their own organization. Each partner is obliged to implement appropriate security measures to ensure the confidentiality of the data. Each partner has to keep on file detailed information on the informed consent procedures in regard to data processing and templates of the informed consent forms and information sheets.

### 5.4 Marketplace

- Access to "SMART4ALL Helpdesk" online platform is end-to-end secure by means of HTTPS/SSL protocols and CAPTCHA challenge-response test is used to ensure use by humans. A daily data backup plan, with a 15 days rotation window, has been implemented.
- Users are allowed to submit a support ticket to the "SMART4ALL Helpdesk" online platform without registration by providing their "E-mail address" and "Full Name" information. This method, in combination with a unique ticket number that is generated by the platform allows access only to a specific support ticket. Registration is also supported, which allows enhanced ticket monitoring and historical information of all the user submitted tickets.
- Access to "SMART4ALL Matchmaking & Partner Search" platform end-to-end secure by means of HTTPS/SSL protocols and CAPTCHA challenge-response test is used to ensure use by humans. A daily data backup plan, with a 15 days rotation window, has been implemented.
- Users are allowed to submit a New Search to the "SMART4ALL Matchmaking & Partner Search" platform online platform without registration by providing their "E-mail address" and "Full Name" information. A unique ticket search number is generated by the platform and along with the user e-mail can be used to obtain an access link (for online progress & contact with SMART4ALL support team) only for that specific search ticket information.
- Both Marketplace platforms ("Helpdesk" & "Matchmaking and Partner Search") conform to https://smart4all-project.eu/privacy-policy/ terms. A link to the respective SMART4ALL privacy policy is provided in both platforms at their web pages footers.

The "Terms of Service" document (see Appendix B) has been drafted that clearly outlines the conditions of use of the SMART4ALL platform that provides services like "Networking", "Matchmaking", and the "Marketplace". It specifies how personal data of the platform users are collected, handled and communicated (if needed), and deleted (if necessary). The treatment of the personal data adheres the "Privacy policy" (see Appendix C). Furthermore, it is expected that users of the SMART4ALL platform will upload their software onto the Marketplace. This is also covered in the aforementioned "Terms of Service" document.

### **6 ETHICAL ASPECTS**

As part of the engagement on ethics, the SMART4ALL consortium has been committed to ensure that ethical principles and legislation are applied in the scope of the activities performed in the project from the beginning to the end. For this reason, the consortium has identified relevant ethical concerns already during the preparation of the project proposal. During this phase, ethics issues have been already covered as part of D8.4 "Ethics Requirements."

In the context of this deliverable, the following issues are determined:

- A plan to ensure that all the activities of the project are compliant with the ethical standards of EC. Additionally, the approach that will be followed through the entire life of the SMART4ALL Project is analyzed, which is the self-assessment, the screening of the proposals, the ethics assessment from the ethics experts, the coaching and finally, the ethics check/audit.
- The ethical standards and guidelines of Horizon 2020 that will be painstakingly applied in the SMART4ALL Project, regardless of the country where the research is carried out. Also, there is a description of the role of the Ethics Helpdesk that will be established, which constitutes a centralized service which aims to provide constant advice before and during the entire lifetime of funded proposals. Finally, the ethics coaching towards funded proposals is described in Deliverable "Ethics Summary Report," produced as the result of the Task 6.4 activities.
- The legal base on which the ethical requirements are analyzed. Specific attention has been paid
  towards people that are not able to give their own consent and the procedures that need to be
  followed in order to be fully informed about the SMART4ALL Project.

Finally, D8.4 includes also the information sheet and the consent form needed in order to proceed with the SMART4ALL ethics requirements.

### Protection of personal data

SMART4ALL complies with:

- The REGULATION (EU) 2016/679 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and until valid, the repealing Directive 95/46/EC (General Data Protection Regulation),
- Directive 2002/58/EC on privacy and electronic communications,
- The Charter of Fundamental Rights of the EU (2000/c 364/01).

As stated in the Grant Agreement, personal data, collected for for the experiments selection) should be adequate, relevant and limited to what is necessary in relation to the purposes for which they are processed ('data minimisation') ( (Reference: Regulation (EU) 2016/679, particularly Article 5.1c, ).

### Gender issues

Fair treatment based on gender is ensured in:

Project Management: SMART4ALL will take all measures to promote equal gender opportunities in the implementation of the action and will aim for a gender balance at all levels of personnel assigned to the action, including at supervisory and managerial level. Concretely, SMART4ALL will try to get a gender balance of 50% of the underrepresented gender in decision-making structures and 50% for advisory Groups.

- Evaluation. When articulating the Expert Evaluators Panels, SMART4ALL will try to reach also a 30% target of the underrepresented sex, taking into account the situation in the specific field of expertise.
- **Subgrantees:** The Open Calls will be run as a fair and open competition and as such we will select all project based on the excellence of the ideas proposed. However, we are keen to promoting the participation of females in project subgrantees. Therefore, in case of a tie the projects with a female in the position of management will be prioritised to those without women or having women but not in management positions.

### **Ethics Management**

As per Grant Agreement, the SMART4LL project has nominated an Ethics Manager, who will be responsible to formulate the ethics requirements of the project and to ensure that all activities are in accordance to the ethics regulations of the EC.

• Ethics Manager: Mr. Dimitris Tourlidas, from MARGARITA VTC

The Ethics Manager will lead the Ethics Committee, assisted by the following Advisory Board member:

• Ethics Assistant : Mr. George K. Kostpoulos, from University of Patras, Medical School.

SMART4ALL will also take care that the projects selected through Open Calls apply to the ethical standards and guidelines of Horizon 2020. The Ethical Committee will review all projects selected, subject them to strict ethical screening/requirements on personal data protection and any other potential ethical issues. This Committee will produce a Report according with the *Ethical guidelines of Horizon 2020* (Ethics Summary Report, Task 6.4). If any project seems to have Ethical issues the Committee will indicate the specific actions to be taken (contractual requirements wherever necessary) and will participate in the monitoring sessions of these projects during the entire project life cycle.

# 7 OTHER ISSUES

At this moment, there are no other issues to be reported.

### **APPENDIX A - DMP QUESTIONNAIRE FOR EXPERIMENTS**

This appendix contains the questionnaire that will be distributed to all experiments in order to collect all relevant information with regard to data used within the experiments that are relevant with regards to data management in general.

### Dear XXX,

In accordance with the "Guidelines to the Rules on Open Access to Scientific Publications and Open Access to Research Data in Horizon 2020" and "Guidelines on FAIR Data Management in Horizon 2020" within the H2020 Programme under which SMART4ALL is funded, we have to collect all information with regard to scientific data and its FAIR management - FAIR stands for findable, accessible, interoperable and reusable. This questionnaire is prepared in such a way to help you identify all relevant (scientific) data within your experiment and how it is treated in a FAIR manner.

Q1: What (research) data is expected to be collected, processed, and/or generated? Provide a short explanation for each data (type) including the data standard used (if applicable). Use the following non-exhaustive list of characteristics to help describing the data: purpose of data, types/formats of data, origin of data, and (expected size) of data.

U.	origin of data, and (expected size) of data.		
	1.		
	2.		
	3.		
١.	4.		
	5.		

Q2: Indicate for each data (type) - answer to Q1 - whether the data is open-access (how?) or not (how will data be shared and mainly with whom?). Provide a short explanation how the data is intended to be re-used and by whom, and focus on how the data can be re-used and found. Use the following non-exhaustive list of characteristics to help describing the data: use of metadata (standard(s)), use of keywords, versioning, needed software to access data, and any restrictions on data use/access as well as authorization.

1.			
2			
2.			
3.			
4.			
5			
5.			

Q5: Are there any other issues pertaining to the mentioned data (in Q1) that have not yet been discussed	how it will be preserved after the project? Provide a short explanation how the data is maintained during the project and what measures are taken to ensure it is still accessible after the project, e.g., via the SMART4ALL marketplace. Use the following non-exhaustive list of characteristics to help describing the data: storage location - e.g., repository, data security, SMART4ALL marketplace, and lifetime of
2. 3. 4. 5.  Q4: Are there any ethical aspects or left issues that can have an impact on the data sharing? If yes, please indicate here.  Q5: Are there any other issues pertaining to the mentioned data (in Q1) that have not yet been discussed	data after the project ends.
2. 3. 4. 5.  Q4: Are there any ethical aspects or left issues that can have an impact on the data sharing? If yes, please indicate here.  Q5: Are there any other issues pertaining to the mentioned data (in Q1) that have not yet been discussed	
3. 4. 5.  Q4: Are there any ethical aspects or left issues that can have an impact on the data sharing? If yes, please indicate here.  Q5: Are there any other issues pertaining to the mentioned data (in Q1) that have not yet been discussed	
4. 5.  Q4: Are there any ethical aspects or left issues that can have an impact on the data sharing? If yes, please indicate here.  Q5: Are there any other issues pertaining to the mentioned data (in Q1) that have not yet been discussed	
Q4: Are there any ethical aspects or left issues that can have an impact on the data sharing? If yes, please indicate here.  Q5: Are there any other issues pertaining to the mentioned data (in Q1) that have not yet been discussed	
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Q5: Are there any other issues pertaining to the mentioned data (in Q1) that have not yet been discussed	
Q5: Are there any other issues pertaining to the mentioned data (in Q1) that have not yet been discussed	
	Q4: Are there any ethical aspects or left issues that can have an impact on the data sharing? If yes, please indicate here.
	Q5: Are there any other issues pertaining to the mentioned data (in Q1) that have not yet been discussed in any of the preceding questions? If yes, please indicate here.

Q3: Indicate for each data (type) - answer to Q1 - how the data will be curated during the project and

# APPENDIX B - TERMS OF SERVICE OF SMART4ALL PLATFORM

# TERMS AND CONDITIONS FOR USING THE SMART4ALL PLATFORM ('TERMS OF SERVICE')

### Introduction

SMART4ALL Platform was created to build the largest tech disruptors community in Europe with the best entrepreneurs, researchers and SMEs'. We give you space where entrepreneurs can meet, interact and collaborate. University of the Peloponnese provides "scale ups" (startups and tech SMEs) with simple and personalised access to both public funding and interactive tech communities.

These Terms of Service (hereunder "Terms of Service") state the terms and conditions of providing the Services by University of the Peloponnese for the benefit of the Users, as well as the rights and obligations of the Users and University of the Peloponnese.

While using our Platform you agree to all of these terms, the "Agreement". Use of the Platform is also subject to our <u>Privacy Policy</u>, which covers the processing of your personal data.

The owner of the Platform providing the Services is the University of the Peloponnese (Erythroy Stavroy 28 & Karyotaki, 22131, Tripolis, Greece, <a href="https://www.uop.gr">www.uop.gr</a>).

This Agreement applies to all SMART4ALL websites under which we provide Services and it's subdomains, desktop and any mobile apps and other University of the Peloponnese related sites and Services that state that they are offered under this Agreement.

User is free to choose which Services it uses and sign in the Services that are of its interest.

### **Definitions and interpretation**

For purposes of this Agreement, the following definitions apply:

- "we", "us", "our", "SMART4ALL" and "Service Provider" refers to the University of the Peloponnese and its laboratory with the name "Embedded System Design and Applications Laboratory", 'esda-lab.gr' regarding its SMART4ALL <a href="https://smart4all-project.eu">https://smart4all-project.eu</a> action.
- "you", "your", "yours" and "User(s)" refers to any User of the Software, including Members and Visitors
- "Software", "Platform" refers to any Mobile and Web applications owned by SMART4ALL and used by you to receive our Services.
- "Member(s)" refers to users that have registered in our Platform
- "Visitor(s)" refers to unregistered users surfing in our Platform
- "Service(s)" refers to services rendered by SMART4ALL, through the use of its Software, to you including "Networking", "Matchmaking" and "Marketplace"
- "Networking" refers to Services rendered to Users, were Visitors may only see names of organisations/Members participating and Members can find more contact details and information about other Members.
- "Matchmaking" refers to the Services in bringing in contact Members among technological partners as well as between technological and business parties, based on specific requirements, offerings and characteristics.

• "Marketplace" refers to Services rendered to Members via the Platform, where they can upload their software products on the Platform for other Members to see and also maybe indicatively establish a purchase and/or license agreement between them.

### **Agreement**

By creating an Account or accessing and/or using our Services (described in this Policy), **you enter into a legally binding Agreement** with the University of the Peloponnese, for provision of Services by electronic means concluded by and between the Service Provider and the User. If you do not agree to this Agreement, please **do not** register and do not access or otherwise use any of the SMART4ALL Services. You can terminate this Agreement, at any time, by closing your Account and no longer accessing or using our Platform.

SMART4ALL Services provided are free of charge unless it is otherwise stated in these Terms. The Agreement is concluded for as long as you use the Platform.

The Privacy Policy is an integral part of these Terms of Service.

### Registration

We appreciate your privacy and private data therefore we have made sure that you may register separately in any of our Services in order to become a Member.

Visitors may access only a small part of the Platform functionalities and can't browse most of their content.

To register on any of the Platforms Services the User shall:

- 1. be 16 years old or older (if your national law requires a higher limit to access into Agreements, you should meet this limit);
- 2. read and accept the content of these Terms of Service and the Privacy Policy;
- 3. complete the relevant registration form providing the following data: name, surname, username, e-mail address, access password (User must provide its real data);
- 4. confirm that it has read the terms (Terms of Service and Privacy Policy) and press the "Continue" button;
- 5. in the upcoming future pick up an e-mail with a link verifying the correctness of the e-mail address and activation; Confirm the correctness of the email address and conclusion of the Agreement by clicking the activation link (if in the period indicated by the Service User does not confirm the Account creation, will not have access to it and will not be able to use the Services that require an Account).

The conditions mentioned above shall be met jointly.

### Account

Each Account is a **free of charge** service rendered by electronic means – a modifiable part of the Platform individually assigned to the Member, in which data pertaining to the Member, as given by the Member and its activity within the Platform are collected ('Account').

The Member holds the Account and may use it to manage the Services. As a Member you agree:

 to provide true, accurate, complete and updated information about yourself at the registration form, and update them whenever necessary. We are not obligated to monitor or control the accuracy of information provided by you. If any information provided by you is not in accordance with these provisions or if we have reasonable grounds to suspect that such information does not agree with the truth or the rest of the information you have provided us, or violates any rights of third parties, we have the right to refuse your registration, and suspend or terminate immediately, regardless of notice, the registration of your Account and refuse any and every use, present or future, of our Services that require registration. In this case, you shall not be entitled to any indemnity or compensation for the refusal, suspension or cancellation of your registration. Creating an Account with false information is a violation of our Terms of Service;

- 2. that you will not use the Platform: for any unlawful purpose; in any way that interrupts, damages, impairs or renders us less efficient; to transfer files that contain viruses, trojans or other harmful programs; to access or attempt to access the Accounts of other users or to penetrate or attempt to penetrate any security measures; to disseminate any content which is defamatory, obscene, or may have the effect of being harassing, threatening or abusive to an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age or disability or otherwise; to advertise or promote third party or your own products or services;
- 3. to refrain from doing anything which we reasonably believe to be disreputable or capable of damaging our reputation;
- 4. to refrain from publishing or sending unlawful content. In particular, the User may not place materials on the Platform that may violate the rights of third parties or constitute materials that may be used for illegal purposes;
- 5. to acknowledge that we have limited control over the nature and content of information and chat transmitted or received by you or other users of our Platform. Although we reserve the right to do so, we do not monitor such content in the usual course of business and will not be liable for any such content. If you have a complaint about another user please contact us via the website;
- 6. to comply with all applicable laws from your home nation, the country, state and city in which you are present while using the Software or our Services;
- 7. to compensate and defend us fully against any claims or legal proceedings brought against us by any other person as a result of your breach of this agreement;
- 8. that the username or email (e.g xxx@yahoo.com) that you use to register on the Platform shall not resemble to any of our names. Also usernames or emails deemed offensive may be deleted, as well as containing a URL or email address;
- 9. that you shall not use our Service or Platform to cause nuisance, annoyance or inconvenience;
- 10. choose a strong and secure password and keep it confidential. You are solely responsible for maintaining the confidentiality of your password chosen by you at your registration. We are not responsible for any harm resulting from disclosure of your password from yourself to third parties or use of your password by a third party to access your Account. In the event of any unauthorized use of your Account, you must immediately notify us at support@esda-lab.gr;
- 11. not transfer any part of its Account;
- 12. use Platform **only for professional purposes and** in connection to its professional or business activity;
- 13. to refrain from coping, modifying, distributing, transmitting or otherwise using any works and databases made available on the platform, except for using them under fair use:
- 14. to refrain from undertaking any activities that may hinder or disrupt the functioning of the Platform and the use of the Platform in a manner inconvenient for the University of the Peloponnese or other Users;
- 15. to refrain from interfering with the integrity of the content and form of the Platform;
- 16. to use the Platform in accordance with the law, good practices respecting the rights of others and legitimate interests of the University of the Peloponnese.

Member is solely responsible for anything that results from the use of its Account.

The Account is non-transferable.

Registration of a legal entity or organizational unit without legal personality, as well as any further actions pertaining to such entities within the operation of the Platform, may be performed by a person authorized to undertake any actions related to the Services on its behalf.

We may refuse to create an Account, block, restrict or delete an existing Account if its name is already used in the Platform or if we have reasonable, credible information that it is against the law, decency, violates the personal rights of third parties or legitimate interests of ours.

The Member, from its Account, may at any time change and modify the Services used, in particular it may determine the subject matter and scope of the received notifications. The Member may completely resign from receiving the notifications, with the exclusion of those required by the law or necessary for the performance of remaining Services, through activation of relevant option in the Account settings.

We shall not be held liable for managing or administering the Account by the User.

Member can create its Account – functionality of the Account that allows the Member to collect selected information, including information about its business.

### Personal data

We collect personal data of Users of our Platform. We use high ethical and legal standards to respect your privacy. Please have a look at our Privacy Policy for further information regarding the collection, use and sharing of your personal data.

### General terms and conditions of Services

Certain Services may be regulated by dedicated, specific terms of use; using such Services shall be regulated by relevant additional terms and your consent. Such regulations may contain exceptions to these Terms of Service – in such a case the specific terms of use shall prevail and these Terms of Service shall be applied accordingly.

We render the Platform and the Services available free of charge. Our Members shall not charge anything for only downloading any of their uploaded material since they are only allowed to be used for personal use. Please bear in mind that use of some functionalities/services might be subject to payment between Members (for example: agreeing on a specific licensing scheme for software regarding business use). If any payments need to take place we will additionally notify the Member in a clear and express manner on the Platform of using such paid Services, amount of fee and how to pay it (prior providing such a Service).

In the case of the Marketplace service a Member might be offering its software or hardware project on its own specific terms, including, purchase/license cost, ways to use etc, that the Member decides itself and informs the rest of the Members or the interested Member, subject to the conditions of the present Terms of Use. We only provide the Platform as a meeting point of our Members and do not control the agreements between them, thus undertake no responsibility for these fruitful agreements. If any of our Members are inconsistent with their descriptions and requirements regarding the agreements between the Members, in a way that we can objectively recognize we might refrain them from using our Platform and Services.

You are obliged to comply with the provisions of these Terms of Service and Privacy policy, since we provide Services in accordance with them.

We decide on the content of the Platform and the scope of the Services at our sole discretion, in particular we reserve the right to close the Website, Marketplace, Matchmaking, Network, Helpdesk and Communication lists earlier or stop providing some Services. If the User does not accept amendments, it may at any time terminate any Agreement for provision of services by electronic means.

Furthermore, we reserve the right to:

- 1. assign any rights to the Platform or to close the Platform or part of it without a consent and notification of the User;
- 2. post-stop Service provision due to maintenance or modification of the Platform;
- 3. send technical, legal and transaction messages related to the functioning of the Services:
- 4. refuse to provide the Services if the User is violating these Terms;
- 5. modify the Services, tools and the way the Platform is operated;
- 6. cease to provide the Services;
- 7. delete of any User data and to take all other legally authorized activities related to the Platform, according to data law provisions for which the User will not be entitled to any claims against the University of the Peloponnese.

### **Prohibited Uses**

Except as specifically permitted herein, without our prior written consent you agree not to: (i) use, modify, incorporate into or with other software, or create a derivative work of any part of the Platform or any software uploaded to the Platform from Members unless you are written expressly permitted to; and (ii) sell, license (or sub-license), lease, assign, transfer, pledge, or share your rights under this agreement with or to anyone else; (iii) copy, distribute or reproduce the application for the benefit of third parties; and/or (iv) modify, disassemble, decompile, reverse engineer, revise or enhance the Software or attempt to discover the Software's source code.

### **Technical conditions**

In order to enjoy the functionalities of the Platform, the User shall satisfy the following minimum technical conditions:

- 1. a device with the Internet access which enables displaying the Platform interface;
- 2. an installed and updated Internet browser: for example Microsoft Internet Explorer 8.0 or higher, Microsoft Edge 86.0 or higher, Mozilla Firefox 20.0 or higher, Apple Safari 4.0 or higher and Google Chrome 23.0 or higher or any other browser:
- 3. an active and valid email account;
- 4. enabled Javascript and Cookies support.

We stipulate that using the Platform may involve standard risk related to the use of the Internet and recommends that Users take appropriate steps to minimize them (e.g.: protect the system from viruses and other malware).

E-mail provided while creating an Account is inextricably linked to the Account and is the main form of the User's identification with the University of the Peloponnese and will be used for all correspondence between us and you related to the provision of our Services to you.

We reserve the right to perform maintenance or repair works of the Platform, as well as to update its functionalities at any time without notification to the Users. In such cases, the access to the Platform may be hindered for a period not longer than 72 hours. Performing such actions

or updates shall not constitute an infringement of these Terms and conditions or the Agreement.

### Intellectual property rights and right of the third parties

### Our IP:

Any and all content, including but not limited trademarks, logos, symbols, domain names, trademarks, designs, industrial designs, images, photographs, backgrounds, icons, navigation tools, texts, among others, of the present Software or related to products and goods displayed on the Platform regarding our Services are protected by copyright and intellectual property and are owned by us or third parties authorized by us to develop activities on the Platform. User agrees to respect our intellectual property rights and others and is aware that intellectual property in this Software can never be used in any manner and in any media without our prior written permission of their owners. We are not liable for damages suffered by a User who has copied, transferred, distributed or otherwise protected content used in this Software, violating rights of third parties.

We hereby grant you a non-exclusive, non-transferable, right to use the Software and our Service, solely for your own personal, non-commercial purposes, subject to the terms and conditions of this agreement. All rights not expressly granted to you are reserved by the us and our licensees.

### Third Parties IP:

Platform allows sending messages and sharing of information in various ways (on your Profile, and other activities). Information and content that you share or post may be seen by other Users.

More specific any software you may upload as a Member at the Marketplace shall be visible to all Members, but can only be downloaded according to the prerequisites and conditions you have previously set. The Member uploading anything on the Marketplace is responsible for setting its own prerequisites and conditions, including licensing scheme etc. Each upload from each Member can have different conditions and prerequisites set from the responsible Member. If an interested Member, to download software from another Member, does not agree with any of the conditions or prerequisites, it shall not proceed with any downloading or agreement. We only provide the Marketplace Platform that gives you the opportunity to set your conditions, but do not control any of them, thus are not responsible for any upload, download and agreement between the Members.

We are not obligated to publish any information or content on our Service and can remove it in our sole discretion, with or without notice.

The User agrees to provide content or information that does not violate the law nor anyone's rights (including intellectual property rights). We may be required by law to remove certain information or content and has no liability for this content.

You may not publish any elements of the Platform, as well as materials provided on the Platform, to which you do not hold right, without our/ and/or relevant Member's prior written consent. You shall not have the right to record and copy the Platform on any storage carrier.

### **Advertising**

We send marketing information concerning projects we implement, upon your prior approval. You are free to choose if you want to receive such communication.

We do not show commercial ads ordered by third parties and do not collect data in such a purpose.

### **Disclaimer**

By entering into this Agreement and using the Platform or our Services, to the extent permitted by law, you agree that you shall defend, indemnify and hold us, our licensors and each such party's parent organizations, subsidiaries, affiliated companies, distributors, affiliate (distribution) partners, shareholders, officers, directors, employees, representatives, members, attorneys, licensees, agents, or others involved in creating, sponsoring, promoting, or otherwise making available the software and its contents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with: (i) any punitive, special, indirect or consequential loss or damages, any loss of production, loss of profit, loss of revenue, loss of contract, loss of or damage to goodwill or reputation, loss of claim, (ii) any inaccuracy relating to the (descriptive) information (including personal data, comments, and ratings) of the users as made available on our Software, (iii) the services rendered by the Members, (iv) any (direct, indirect, consequential or punitive) damages, losses or costs suffered, incurred or paid by you (including attorneys' fees and costs), pursuant to, arising out of or in connection with the use, inability to use or delay or virus or trojans of our or our Members' software and/or the server that the software is hosted, or (v) for any (personal) injury, death, property damage, or other (direct, indirect, special, consequential or punitive) damages, losses or costs suffered, incurred or paid by you, whether due to (legal) acts, errors, breaches, (gross) negligence, willful misconduct, omissions, non-performance, misrepresentations, tort or strict liability by or (wholly or partly) attributable to us and/ or the user (its employees, directors, officers, agents, representatives or affiliated companies)(including attorneys' fees and costs), including any (partial) cancellation, strike, force majeure or any other event beyond our control (vi) any information on this Software sometimes linked to external sites over which our Services have no control and for which we assume no responsibility (vii) any User violation or breach of any term of this agreement or any applicable law or regulation, whether or not referenced herein.

### Liability

We shall provide IT infrastructure and ensure its smooth technical operation, what shall constitute the scope of its liability for the Platform and the Services. We shall not grant in particular any guarantees for quality of the Services, or any other, express or implied, guarantees in the scope of the Platform operation.

The University of the Peloponnese shall not be held liable for any liabilities of third parties using the Platform for example Users against Users.

The Member bears the exclusive liability for the actions resulting from operating its Account, in particular it bears the exclusive liability for the entire set of data and materials shared, published or sent on or to the Platform, as well as for consequences of such actions.

The User bears exclusive liability for any possible claims of third persons within the scope of User's activity on the Platform, in particular with the content shared and processed by the User on the Platform, whereby the User undertakes to discharge the University of the Peloponnese from any liability on that account.

The University of the Peloponnese shall not be held liable for any damage resulting from the operation of the Platform related to circumstances remaining beyond its control, and shall not be held liable for any damage related to:

- 1. any acts or omissions of the Users or third persons, in particular infringing the provisions of the Terms of Service;
- 2. lack of access to the Platform resulting from reasons attributable to the User of third persons;
- 3. disclosure by the User of the username or password for his/her Account to third persons;
- 4. the activity of malware illegally provided to the Platform by a User or third persons.

The University of the Peloponnese shall not bear any liability against the User for damage caused by the unintentional fault and shall be liable for the damage only to the extent of actual losses incurred by the User being not a consumer.

The University of the Peloponnese does not verify links shared by the Users on the Platform and shall not be held liable for the content of websites connected in such a way with the Platform. The User uses such websites at its own risk.

We shall not be held liable for satisfaction by the User of any tax liabilities or any other duties of public and legal nature to which it is subject.

The University of the Peloponnese shall not be liable to the User breaching the Terms for any damage caused as a result of ceasing to provide Services to them, including as a result of removing the Account.

We may provide our Services but will not assess the suitability, legality or ability of the services between the Members you have chosen to collaborate with and you expressly waive and release us from any and all liability, claims or damages arising from or in any way related to the services provided between Users. We might be scanning the products you upload on our Platform for malfunction, virus etc. Some of your tools might not be allowed to upload on our sole discretion. There is also a possibility to contact you providing feedback on what might need to be amended in order to be allowed to upload your tool on the Platform.

### Reporting infringements and complaints

The User who has noticed data of unlawful nature, in particular infringing copyrights and good manners, shared on the Platform, should immediately notify us on such fact at the e-mail address secretariat@esda-lab.gr. If we do not receive reliable information on unlawful nature of data or activity related to them, then we shall immediately prevent access to such data, but first shall notify you, who have placed such data on the Platform on your intent to prevent the access to them. In such cases, we shall not be held liable against you for any damage resulting from preventing the access to such data.

If your privacy rights have been violated or threatened by any User of our Platform please inform us about is immediately at the e-mail address privacy@esda-lab.gr. Please read more information about that in our Privacy Policy.

You have the right to file a complaint concerning operation of the Platform. The complaint should include at least details enabling identification of the User (first and last name, address for correspondence, optionally telephone number) and state reservations and comments concerning the Platform or the Services and the circumstances justifying these reservations and comments. The complaint shall be sent at the e-mail address secretariat@esda-lab.gr or at the address of the registered office of the University of the Peloponnese as stated at the

beginning. If the complaint needs to be complemented, then we shall request the complaining person to make the complaint more specific.

We shall take a stance towards the complaint within 14 (fourteen) days from the receipt of such complaint if it had been filed correctly. You shall receive a response at the address, from which the complaint has been sent, or at the address stated in the complaint notification form.

### Contact

You can contact us in all matters related to these Terms of Service in writing to the address provided at the beginning or by e-mail to the following address: secretariat@esda-lab.gr. If you have any question about data privacy related issues please contact us at privacy@esda-lab.gr

### **Termination of the Agreement**

We may notify, suspend or terminate, temporarily or permanently, your Account at any time and take appropriate legal action if: (i) you violate any of the representations, warranties and obligations contained in these Terms of Service or any policies and rules adjacent to it, (ii) you fraudulent practice or fraudulent act, or (iii) we understand, in our sole discretion, that your activities and attitudes have caused or may cause some damage to third parties or us. You shall not be entitled to any damages or compensation for the cancellation or suspension of your Account on the Platform.

We may in our sole discretion, for any reason or no reason and at any time alter and/or discontinue providing our Services, with or without notice. We shall not be liable for any damage or loss caused by such an alteration/ termination of our Services.

It is hereby clarified that we are not responsible for any termination of your agreements between Users.

### **Final provision**

We reserve the right to modify this Agreement and our Policies. The amendments shall become effective upon the lapse of 7 (seven) days from the date of their publishing on the Platform website. If we make material changes in the Terms of Service, we will provide you notice through email, to give you the opportunity to review the changes. If the Member fails to terminate the Agreement within the said period, then it shall be assumed that it has accepted the amendments.

Should any of the provisions of the Terms of Service be deemed invalid, illegal or unenforceable, then validity of the remaining part of the Terms of Service shall remain intact.

Platform official language is English. All documents are provided in English. All request and complaints should also be in English. To the extent allowed by law, the English language version of this Agreement is binding and possible translations are for convenience only. This Agreement (including additional policies and terms for services) is the only agreement between us regarding the Services.

If we don't act to enforce a breach of this Agreement that does not mean that the University of the Peloponnese has waived its right to enforce this Agreement.

User may not assign or transfer this Agreement (or your membership or use of Services) to anyone without the University of the Peloponnese prior written consent. However, you agree

that the University of the Peloponnese may assign this Agreement to its affiliates or a party that buys it without your consent.

To any matters not specified in these Terms of Service, relevant provisions of the Greek law shall apply. The Greek law is also the governing law for liabilities resulting from the Agreement and the Terms of Service. EU law applies as far as the protection of personal data is concerned.

The parties shall attempt to settle any dispute resulting from performance of the provisions of these Terms of Service in an amicable way. In the absence of agreement, disputes shall be settled by the common court having jurisdiction over the registered office of the University of the Peloponnese.

These Terms of Service shall be effective as of: January 1st, 2020.

### APPENDIX C - (SMART4ALL PLATFORM) PRIVACY POLICY

### SMART4ALL PLATFORM PRIVACY POLICY

### Introduction

The goal of SMART4ALL Platform (including Networking, Marketplace, Matchmaking and communication lists) is to create a network and connect professionals to grow. To achieve it, we collect and process both personal data and data connected to your business. SMART4ALL consortium, represented by University of the Peloponnese, acts with respect to the right of any person to protect its privacy. We are transparent about the data we collect, how we use them and with whom we share them. We respect your right to choose what you want to share. The protection of your privacy is a commitment for us and we always follow the applicable data protection rules.

### Scope of this policy

This Privacy Policy applies when you use our Services and constitutes an integral part of our Terms of Service.

The provisions of the <u>Terms of Service</u> shall be applied accordingly. Please read the Terms of Service for the explanation of definitions being provided at this Privacy Policy. If the User does not agree with this Policy, it is asked to refrain from using the Platform.

### **Data Controller**

The controller of your personal data is the University of the Peloponnese (Erythroy Stavroy 28 & Karyotaki, 22131, Tripolis, Greece, <a href="www.uop.gr">www.uop.gr</a>). In all matters regarding personal data, you can contact us using the following email address: privacy@esda-lab.gr

In case of open calls the data controller is the open call organizer.

In case of Networking, Marketplace, Matchmaking and communication lists the data controller is the University of the Peloponnese.

### Scope of processing of personal data

In connection with the use of the Platform by the User, University of the Peloponnese processes personal data in the scope necessary to provide particular services offered, as well as information about the User's activity on the Platform. The detailed purposes of processing personal data during the use of this Platform by the User are described below.

Platform is not a storage service. We have no obligation to store, maintain or provide you a copy of any content or information that you or others provide, except to the extent required by applicable law (in particular GDPR rules).

If the User posts on the Platform any personal data of other people (including their name, address, telephone number or e-mail address), they may do so only on condition that they do not violate the applicable law and personal rights of such persons.

**Members** of the SMART4ALL Platform might share their professional identities, engage with communities within Networking, Marketplace, Matchmaking and communication lists,

exchange knowledge and their experience, post and view relevant content, find business and funding opportunities. Content and data of the Services are **not** viewable to the non-Members as a rule. The only exception is that the name of the Members choosing to participate at the Networking service will be viewable to Users. The name of the Members is usually a name of an organization participating thus no personal data regulation applies. In any other case in order to provide you the possibility to participate in the networking map, your name is necessary to appear, or else our service of Networking cannot be provided if others cannot find you.

### Legal basis for data processing

We process only those personal data that are necessary to achieve the following described purposes. We process personal data where we have a lawful basis about the data processing. Unless otherwise stipulated at the time of collection of personal data, the legal basis for the processing of such data is one of the following: consent (where you have given consent), contract (where processing is necessary for the performance of a contract with you – to deliver the services you have requested) and "legitimate interest" (provided that our interest does not exceed the rights and freedoms of the data subject).

Where we rely on your provided consent to process your personal data, you have the right to withdraw it at any time and where we rely on legitimate interest, you have the right to object.

### Purposes of data processing:

### 1. Registration

To create an Account, it is necessary to provide basic personal data necessary to create and service the account: your name and surname, user name, email address and a password.

Those data are required to set up and service an account, and failure to do so results in the inability to set up an account.

### 2. Profile

You can create your Profile on the Platform. Profile is a functionality of the Account that allows you to include information about your business activity, professional experience, interest etc. You are free to choose which information you want to include on your Profile (such as your education, work experience, skills, photo, origin, business activity etc.). You do not have to provide additional information on your Profile; however, profile information helps you to get more from our Platform. We never ask for sensitive information but you are free to include such data on your Profile. Please always consider it carefully. Such additional data can be deleted at any time without removing your Account.

Platform provides functionality of the Account that allows the User, using the selected Services, to properly manage these Services.

### 4. Activity on the Platform

We collect personal data that you provide when you join the Platform, post or upload it to our Services (for example within Marketplace). You can always object to this in accordance to the procedure below.

We allow Members to connect with each other. To do so, you will "connect" with the professionals you choose, and wish to "connect" with you. Subject to your settings different interactions are possible. We might use data provided in your Profile to help others find your profile, suggest connections and activities, inform you about news, events and ideas regarding professional topics you might be interested in.

SMART4ALL also allows you to explore business and funding opportunities and to set up business relations.

The User's activity on the Platform can be recorded in system logs (a special computer program used to store a chronological record containing information about events and activities regarding the IT system used to provide services by us). Information collected in logs is processed primarily for purposes related to the provision of services. The data controller also processes them for technical and administrative purposes, to ensure the security of the IT system and management of this system, as well as for analytical and statistical purposes. Some of your tools might be reviewed from us and not be allowed to upload on our sole discretion to safeguard the Platform and our Services. There is also a possibility to contact you providing feedback on what might need to be amended in order to be allowed to upload your tool on the Platform.

Our Services also enable communications between Users through our Services.

#### 5. Contact

We provide an option to contact us using this email privacy@esda-lab.gr. In this scope we require you provide us personal data necessary to contact you and reply to your request (depending on the nature of request, you may be requested to provide more information but always only the necessary personal data).

We might contact you through email, notices posted on our Services and other ways through our Services (including push notifications).

### 6. Marketing purposes

We might process Users' personal data, upon your consent in order to carry out marketing activities, which may consist of:

- 1. direct email notifications about interesting offers or content, which in some cases contain commercial information (newsletter service). In the newsletter, we or any entity that orders such newsletter informs, among others about upcoming open calls, interesting events in the community;
- 2. conducting other types of activities related to the direct marketing of goods and services (sending commercial information by electronic means and telemarketing activities);
- 3. sending advertising based on your individual interests. We use data and information about you to make relevant suggestions to you and others.

We will use the information and data that you provide and that we have about Members to make recommendations for connections, content and features that may be useful to you. Keeping your profile accurate and up-to-date helps us to make these recommendations more accurate and relevant.

In order to implement marketing activities, we use profiling in some cases. Profiling means that due to the automatic processing of data, the University of the Peloponnese evaluates

selected factors concerning natural persons in order to analyze their behavior or create a forecast for the future.

We analyze the User location and interests, related to communities and topics. In order to do these activities we will use your confirmation about that.

### 7. Conduct of our Services

In our Platform and for our Services, we might process data in the following scope:

- 1. to provide services related to running and servicing a User's Account on the Platform;
- 2. in order to support our Matchmaking and Marketplace Services;
- 3. in order to verify the entities populating Marketplace;
- 4. for analytical and statistical purposes.

Each time the specific rules for the processing of personal data should be described in an open call.

The Platform may automatically store http enquiries, therefore the files containing web server logs may store data pertaining to the user, including the IP address of the computer sending the enquiry, the name of user's station, if possible, date and system time of registration in the service and receipt of the enquiry, number of bytes sent by the server, information concerning User's browser or information concerning errors which occurred by realization of the http transaction. Files containing web server logs shall be mainly analyzed for the purposes of preparing statistics concerning traffic on the website and occurring errors. Information shall be anonymous and summary of such details shall not identify particular users. Web server logs may be collected for the purposes of proper administration of the SMART4ALL Platform. Only the persons authorized to administer the IT system shall have access to the data.

In some cases we might have a legitimate interest to process personal data in order to fulfill the obligations laid down in the grant agreements we are participating and in this scope it might be necessary to report and collaborate with other partners or manage potential complaints etc.

### **Data Recipients**

We may disclose Users' personal data to the trusted recipients, such as IT services provider, hosting (who provide services to us), marketing agencies (in the field of marketing services) of the European Commission, project partners. In such cases, depending on the circumstances, the data controller will ensure e.g via contractual provisions that the access of these parties is being done with due observance of the applicable data protection legislation. We might be obliged to provide your personal data to official authorities if law requires it.

In case you choose to provide your personal data to other Members / Users via our Platform we are no longer deemed as data controller and we assume no responsibility. We are also not responsible of how the Users use the personal data you share as public in our Platform. Our Users must be compliant to our Privacy Policy and relevant data protection regulation and must not use any personal data received from our Platform outside of the scope of our Services. If so, we have the right to delete their Accounts and complain at the relevant Data Protection Authority

### Personal data of minors

Our Services are not intended for persons under 16 years of age.

### Storage period

The period of data processing by us depends on the type of service provided and the purpose of the processing. The data will be deleted as soon as they are no longer necessary in relation to the purposes for which they were processed, unless otherwise provided by applicable law.

As a rule, the data connected to and on your Account are processed as long as your Account is active or until your consent is withdrawn or effective opposition to the data processing is filed. If you decide to close your Account your personal data will stop being visible to others on our Platform within 15 days. We generally delete closed account information within 30 days of account closure, except as noted below.

We might retain your personal data even after you have closed your account if it is reasonably necessary to comply with our legal obligations, meet regulatory requirements, resolve disputes, prevent fraud and abuse.

Information you have shared with others might remain visible after you erase your Account or deleted that information from your Profile.

### Information security

We apply technological and organizational means to secure your personal data. We implement security safeguards corresponding to the threats and category of personal data to be secured. In particular, we shall secure personal data against publishing to unauthorized persons, taking over by an unauthorized person, processing in violation of the law and change, loss, damage or destruction; among others the SSL (Secure Socket Layer) certificates shall be applied. The Users' personal data shall be collected and stored on a secured server. Moreover, the personal data shall be secured by our internal procedures related to processing personal data and information security policy. However, we cannot warrant the security of any information that you send us. There is no guarantee that personal data may not be accessed, disclosed, altered, or destroyed by breach of any of our physical, technical, or managerial safeguards.

In order to log in to the Account, it shall be necessary to provide relevant username and password. In order to ensure an appropriate level of security, the password for the Account shall exist on the Platform only in a coded form. Furthermore, registration on and logging in to the Platform shall proceed to secure https connection. Communication between the User's device and the servers shall be encoded using e.g., the SSL protocol.

At the same time, we state that using the Internet and services provided by electronic means may pose a threat of malware breaking into User's IT system and device, as well as any other unauthorized access to the User's data, including personal details, by third parties. In order to minimize such threats, the User shall use appropriate technical security means, e.g. using updated antivirus programs or programs securing identification of the User on the Internet. In order to obtain detailed and professional information related to the security in the Internet we recommend taking advice from entities specializing in relevant IT services.

We undertake all necessary actions, so that our subcontractors and other cooperating entities would guarantee that appropriate security measures will be applied whenever they process personal data at our request.

#### Cookies

For the purposes of correct operation of the Platform, we use Cookies support technology. Cookies are packages of information stored on the User's device through the Platform, usually containing information corresponding to the intended use of particular file, by means of which the User uses the Platform.

Usually, Cookies contain the address of the Internet service, date of publishing, lifetime of the Cookie, unique number and additional information corresponding to the intended use of particular file.

We shall use two types of Cookies: session cookies, which are permanently deleted upon closing the session of the User's browser and permanent cookies, which remain on the User's device after closing the session until they are deleted.

It is not possible to identify the User on the basis of Cookie files, whether session or permanent. The Cookie mechanism prevents collecting any personal data.

Cookies used on the Platform are safe for the User's device; in particular they prevent viruses or other software break into to the device.

Files generated directly by the Platform may not be read by other Internet services. Third-Party Cookies (i.e. Cookies provided by our associates) may be read by an external server.

The User may disable storing Cookies on his/her device in accordance with the instructions of the browser producer, but this may disable certain parts of or the entire operation of the Platform.

We shall use own Cookies for the following purposes: authenticating the User at the Platform and preserving the User's session; configuration of the Platform and adjustment of the content of pages to the User's preferences, such as: recognizing the User's device, remembering settings set up by the User; Cookies ensuring security of data and use of the Platform; analyses and researches of views; advertisement services.

We shall use Third-Party Cookies for the following purposes:

- 1. preparing statistics (anonymous) for optimizing functionality of the Platform, by means of analytic tools e.g., Google Analytics (Cookies administrator: Google Inc. with its registered office in the USA);
- analyse users and visitors behaviour for improve, support and operate the service using for example Intercom (Cookies administrator: Intercom Inc. with its registered office in the USA); Mixpanel (Cookies administrator: Mixpanel Inc. with its registered office in the USA)
- improve advertising, target publicity according to contents that are relevant for a User, improve performance reports of the campaigns and avoid showing advertisements that the user has already seen using for example Google Marketing Platform (Cookies administrator: Google Inc. with its registered office in the USA);
- 4. using interactive functions by means of social networks, including: twitter.com (Cookies administrator: Twitter Inc. with its registered office in the USA); plus.google.com (Cookies administrator: Google Inc with its registered office in the USA); Facebook.com (Cookies administrator: Facebook Inc with its registered office in the USA or Facebook Ireland with its registered office in Ireland); LinkedIn.com (Cookies administrator: LinkedIn Ireland with its registered office in Ireland);

The User may individually change Cookies settings at any time, stating the conditions of their storage, through the Internet browser settings or configuration of the service. The User may also individually delete Cookies stored on his/her device at any time in accordance with the instructions of the browser producer.

Detailed information concerning Cookies support are available in the browser settings.

### Links to other websites

The Privacy Policy shall pertain only to the use of the Platform and Services. However, on the Platform there may be references and links to other websites, which are not controlled us, so their separate privacy policies apply to them. Therefore, the User shall not hold us liable for the consequences of using such references.

### Your privacy rights

As a data subject, you have many rights in respect to of personal data we hold on you. Under applicable laws and subject to any legal restrictions, you may have the following rights:

- 1. request access to your personal data (you have a right to access the personal data we are keeping about you).
- 2. request the correction of incorrect or incomplete personal data (you can edit some of your personal data through your Profile, as well as ask us to change, update or fix your data),
- 3. request restriction of processing of your personal data, where specified by law,
- 4. object to the processing of your data (based on our legitimate interest)
- 5. request data portability (this right applies to personal data processed only by automated means and on the basis of consent or fulfilling a contract),
- 6. request erasure of your personal data,
- 7. withdraw consent at any time without affecting the legality of the processing carried out on the basis of your consent until you revoke it,
- 8. you have the right not to be subject to any decision based solely on automated processing, including profiling, that has any legal effect on you or similarly significantly affects you.

### **Exercise your privacy rights**

In order to exercise your privacy rights you can send your request at privacy@esda-lab.gr.

If you believe that your privacy rights are infringed, you have the right to complaint to the relevant supervisory authority. The competent Authority for these matters in Greece is the Hellenic Data Protection Authority (Kifisias Avenue 1-3, 115 23 – Athens, contact@dpa.gr)

### **Privacy Policy Updates**

This Privacy Policy may be modified at any time. The amendments shall become effective upon the lapse of 7 (seven) days from the date of their publishing on the Platform website. If we make material changes in this Privacy Policy, we will provide you notice through email, to give you the opportunity to review the changes. If the Member fails to terminate the Agreement within the said period, then it shall be assumed that it has accepted the amendments.

### Contact us

If you have any further questions and complaints pertaining to the manner in which University of the Peloponnese processes personal data, please contact us at the address: privacy@esda-lab.gr.