



SIGNON

Sign Language Translation Mobile Application and Open Communications Framework

Deliverable 7.9: Data Transfer Agreement



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Overview: The purpose of this document is to provide the template for the Data Transfer Agreement which will be in place in order to facilitate the sharing of data between the partners in the SignON consortium.

Revision History

Version #	Implemented by	Revision Date	Description of changes
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V1.0	Dimitar Shterionov, Aoife Brady	30/06/2021	Final version

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Approval Procedure

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V0.1	D7.9	Dimitar Shterionov	TiU	30/06/2021

Acronyms

The following table provides definitions for acronyms and terms relevant to this document.

Acronym	Definition
<acronym>	<definition>
Term	Definition
<term>	<definition>

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1. Executive Summary

This deliverable sets out the template for the data transfer agreement between all partners on the transference of data. To facilitate the appropriate use of the data in accordance with the SignON Data Management Plan (D7.8, due Month 6) and in collaboration with the Data Protection Unit in DCU, it was determined that the most appropriate format for this agreement should be as a Data Sharing Agreement set up with the partners as joint controllers. [REDACTED]

Based on a template from the DCU Data Protection Unit, the SignON Data Transfer Agreement is shown in Section 2. This will be used as the basis for the agreement which will be fully executed and signed off in advance of any data processing activities between partners.

2. Data Sharing Agreement

DATA SHARING AND PROCESSING AGREEMENT

THIS AGREEMENT is made on the [tbc¹] day of [tbc] 2021

PARTIES

- (1) **DUBLIN CITY UNIVERSITY** having its place of business at DCU Glasnevin Campus, Collins Avenue Extension, Dublin 9, D09 V209, Ireland (“**DCU**”); and
- (2) **FINCONS GROUP AG** having its place of business at Bahnhofstrasse 57, Kussnacht 6403, Switzerland (“**FINCONS**”);
- (3) **STICHTING INSTITUUT VOOR DE NEDERLANDSE TAAL** having its place of business at Rapenburg 61, Leiden 2311 GJ, Netherlands (“**INT**”);

¹ These fields will be filled in before the final execution of the agreement.

- (4) **UNIVERSIDAD DEL PAIS VASCO/ EUSKAL HERRIKO UNIBERTSITATEA** having its place of business at Barrio Sarriena S N, Leioa 48940, Spain (“**UPV/EHU**”);
- (5) **THE NATIONAL MICROELECTRONICS APPLICATIONS CENTRE** having its place of business at Suparule House, Lonsdale Road National Technology Park, Limerick, V94 7Y42, Ireland (“**MAC**”);
- (6) **UNIVERSIDAD POMPEU FABRA** having its place of business at Place de la Merce, 10-12, Barcelona 08002, Spain (“**UPF**”);
- (7) **TECHNOLOGICAL UNIVERSITY DUBLIN** having its place of business at North Circular Road 191 Park House, Grangegorman, Dublin, D07 EWV4, Ireland (“**TU Dublin**”);
- (8) **THE PROVOST, FELLOWS, FOUNDATION SCHOLARS & THE OTHER MEMBERS OF THE BOARD OF THE COLLEGE OF THE HOLY & UNDIVIDED TRINITY OF QUEEN ELIZABETH NEAR DUBLIN** having its place of business at College Green, Dublin 2, Ireland (“**TCD**”);
- (9) **DE VLAAMSE RADIO EN TELEVISIEOMROEPORGANISATIE NV** having its place of business at Auguste Reyerslaan 52, Brussel 1043, Belgium (“**VRT**”);
- (10) **UNIVERSITEIT GENT** having its place of business at Sint Pietersnieuwstraat 25, Gent 9000, Belgium (“**UGent**”);
- (11) **VLAAMS GEBARENTAALCENTRUM VZW** having its place of business at Sint-Andriesstraat 2, Antwerpen 2000, Belgium (“**VGTC**”);
- (12) **UNIVERSITY COLLEGE DUBLIN, NATIONAL UNIVERSITY OF IRELAND, DUBLIN** having its place of business at Belfield, Dublin 4, Ireland (“**NUID UCD**”);
- (13) **STICHTING KATHOLIEKE UNIVERSITEIT** having its place of business at Geert Groteplein Noord 9, 6525 EZ Nijmegen, Netherlands (“**RU**”);
- (14) **NEDERLANDSE TAALUNIE** having its place of business at Paleisstraat 9, Den Haag, 2514JA, Netherlands (“**TaalUnie**”);

- (15) **KATHOLIEKE UNIVERSITEIT LEUVEN** having its place of business at Oude Markt 13, Leuven 3000, Belgium (“**KU Leuven**”);
- (16) **EUROPEAN UNION OF THE DEAF AISBL** having its place of business at Wetstraat 26 15, Brussel 1040, Belgium (“**EUD**”);
- (17) **STICHTING KATHOLIEKE UNIVERSITEIT BRABANT** having its place of business at Warandelaan 2, Tilburg 5037 AB, Netherlands (“**TiU**”);

each a “**Party**” and together the “**Parties**”, and

BACKGROUND

- (A) DCU is a university as recognised under the University Act 1997 (as amended) (the “**University Acts**”) and obtains and Processes Personal Data in the performance of its statutory objects and functions thereunder, including for various research purposes.
- (B) The lawful basis of such Processing undertaken by the DCU for the purposes of the Data Protection Legislation is consent, in respect of the personal data of research participants, where DCU is acting in its capacity as a Partner Institution of the SignON research project under the auspices of the ADAPT Centre.
- (C) **FINCONS** is a [tbc] and is involved in the project for the purposes of [tbc]. In doing so, the Partner Institution Processes a range of Personal Data for research and research project purposes in partnership with the Parties.
- (D) The lawful basis of such Processing undertaken by **FINCONS** for the purposes of the Data Protection Legislation is [tbc] the performance of its legitimate interests in [tbc] for the purposes of the SignON research project. In addition, **FINCONS** also relies on the consent of individuals for certain of its Processing activities.
- (E) **INT** is a [tbc] and is involved in the project for the purposes of [tbc]. In doing so, the Partner Institution Processes a range of Personal Data for research and research project purposes in partnership with the Parties.
- (F) The lawful basis of such Processing undertaken by **INT** for the purposes of the Data Protection Legislation is [tbc] the performance of its legitimate interests in [tbc] for the

purposes of the SignON research project. In addition, **INT** also relies on the consent of individuals for certain of its Processing activities.

- (G) **UPV/EHU** is a [tbc] and is involved in the project for the purposes of [tbc]. In doing so, the Partner Institution Processes a range of Personal Data for research and research project purposes in partnership with the Parties.
- (H) The lawful basis of such Processing undertaken by **UPV/EHU** for the purposes of the Data Protection Legislation is [tbc] the performance of its legitimate interests in [tbc] for the purposes of the SignON research project. In addition, **UPV/EHU** also relies on the consent of individuals for certain of its Processing activities.
- (I) **MAC** is a [tbc] and is involved in the project for the purposes of [tbc]. In doing so, the Partner Institution Processes a range of Personal Data for research and research project purposes in partnership with the Parties.
- (J) The lawful basis of such Processing undertaken by **MAC** for the purposes of the Data Protection Legislation is [tbc] the performance of its legitimate interests in [tbc] for the purposes of the SignON research project. In addition, **MAC** also relies on the consent of individuals for certain of its Processing activities.
- (K) **UPF** is a [tbc] and is involved in the project for the purposes of [tbc]. In doing so, the Partner Institution Processes a range of Personal Data for research and research project purposes in partnership with the Parties.
- (L) The lawful basis of such Processing undertaken by **UPF** for the purposes of the Data Protection Legislation is [tbc] the performance of its legitimate interests in [tbc] for the purposes of the SignON research project. In addition, **UPF** also relies on the consent of individuals for certain of its Processing activities.
- (M) **TU Dublin** is a [tbc] and is involved in the project for the purposes of [tbc]. In doing so, the Partner Institution Processes a range of Personal Data for research and research project purposes in partnership with the Parties.
- (N) The lawful basis of such Processing undertaken by **TU Dublin** for the purposes of the Data Protection Legislation is [tbc] the performance of its legitimate interests in [tbc] for

the purposes of the SignON research project. In addition, **TU Dublin** also relies on the consent of individuals for certain of its Processing activities.

- (O) **TCD** is a [tbc] and is involved in the project for the purposes of [tbc]. In doing so, the Partner Institution Processes a range of Personal Data for research and research project purposes in partnership with the Parties.
- (P) The lawful basis of such Processing undertaken by **TCD** for the purposes of the Data Protection Legislation is [tbc] the performance of its legitimate interests in [tbc] for the purposes of the SignON research project. In addition, **TCD** also relies on the consent of individuals for certain of its Processing activities.
- (Q) **VRT** is a [tbc] and is involved in the project for the purposes of [tbc]. In doing so, the Partner Institution Processes a range of Personal Data for research and research project purposes in partnership with the Parties.
- (R) The lawful basis of such Processing undertaken by **VRT** for the purposes of the Data Protection Legislation is [tbc] the performance of its legitimate interests in [tbc] for the purposes of the SignON research project. In addition, **VRT** also relies on the consent of individuals for certain of its Processing activities.
- (S) **UGent** is a [tbc] and is involved in the project for the purposes of [tbc]. In doing so, the Partner Institution Processes a range of Personal Data for research and research project purposes in partnership with the Parties.
- (T) The lawful basis of such Processing undertaken by **UGent** for the purposes of the Data Protection Legislation is [tbc] the performance of its legitimate interests in [tbc] for the purposes of the SignON research project. In addition, **UGent** also relies on the consent of individuals for certain of its Processing activities.
- (U) **VGTC** is a [tbc] and is involved in the project for the purposes of [tbc]. In doing so, the Partner Institution Processes a range of Personal Data for research and research project purposes in partnership with the Parties.
- (V) The lawful basis of such Processing undertaken by **VGTC** for the purposes of the Data Protection Legislation is [tbc] the performance of its legitimate interests in [tbc] for the

purposes of the SignON research project. In addition, **VGTC** also relies on the consent of individuals for certain of its Processing activities.

- (W) **NUID UCD** is a [tbc] and is involved in the project for the purposes of [tbc]. In doing so, the Partner Institution Processes a range of Personal Data for research and research project purposes in partnership with the Parties.
- (X) The lawful basis of such Processing undertaken by **NUID UCD** for the purposes of the Data Protection Legislation is [tbc] the performance of its legitimate interests in [tbc] for the purposes of the SignON research project. In addition, **NUID UCD** also relies on the consent of individuals for certain of its Processing activities.
- (W) **RU** is a [tbc] and is involved in the project for the purposes of [tbc]. In doing so, the Partner Institution Processes a range of Personal Data for research and research project purposes in partnership with the Parties.
- (X) The lawful basis of such Processing undertaken by **RU** for the purposes of the Data Protection Legislation is [tbc] the performance of its legitimate interests in [tbc] for the purposes of the SignON research project. In addition, **RU** also relies on the consent of individuals for certain of its Processing activities.
- (Y) **TaalUnie** is a [tbc] and is involved in the project for the purposes of [tbc]. In doing so, the Partner Institution Processes a range of Personal Data for research and research project purposes in partnership with the Parties.
- (Z) The lawful basis of such Processing undertaken by **TaalUnie** for the purposes of the Data Protection Legislation is [tbc] the performance of its legitimate interests in [tbc] for the purposes of the SignON research project. In addition, **TaalUnie** also relies on the consent of individuals for certain of its Processing activities.
- (AA) **KU Leuven** is a [tbc] and is involved in the project for the purposes of [tbc]. In doing so, the Partner Institution Processes a range of Personal Data for research and research project purposes in partnership with the Parties.
- (BB) The lawful basis of such Processing undertaken by **KU Leuven** for the purposes of the Data Protection Legislation is [tbc] the performance of its legitimate interests in [tbc] for

the purposes of the SignON research project. In addition, **KU Leuven** also relies on the consent of individuals for certain of its Processing activities.

- (CC) **EUD** is a [tbc] and is involved in the project for the purposes of [tbc]. In doing so, the Partner Institution Processes a range of Personal Data for research and research project purposes in partnership with the Parties.
- (DD) The lawful basis of such Processing undertaken by **EUD** for the purposes of the Data Protection Legislation is [tbc] the performance of its legitimate interests in [tbc] for the purposes of the SignON research project. In addition, **EUD** also relies on the consent of individuals for certain of its Processing activities.
- (EE) **TiU** is a [tbc] and is involved in the project for the purposes of [tbc]. In doing so, the Partner Institution Processes a range of Personal Data for research and research project purposes in partnership with the Parties.
- (FF) The lawful basis of such Processing undertaken by **TiU** for the purposes of the Data Protection Legislation is [tbc] the performance of its legitimate interests in [tbc] for the purposes of the SignON research project. In addition, **TiU** also relies on the consent of individuals for certain of its Processing activities.
- (GG) In the performance of their respective roles, the Parties will also share certain Personal Data with one another for research purposes.
- (HH) The purpose of this Agreement is to set out the terms and conditions applying to such exchange and Processing of Personal Data and to ensure compliance with the Parties' respective obligations under Data Protection Legislation.

NOW, THEREFORE, in view of the above, the Parties, intending to be legally bound, hereby agree, with effect from the Effective Date, as follows:

IT IS AGREED:

1. **DEFINITIONS**

In this Agreement, the following expressions bear the following meanings unless the context otherwise requires:

“**Agreement**” means this agreement.

“**Data Protection Incident**” means a breach of security, including any suspected breach of security, leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise Processed.

“**Data Protection Legislation**” means:

- 1.1 the Data Protection Acts 1988 to 2018 (the “**DPA 2018**”);
- 1.2 the General Data Protection Regulation (Regulation (EU) 2016/679) (“**GDPR**”);
- 1.3 Data Protection Act 2018 (Section 36(2)) (Health Research) Regulations 2018 (S.I. No. 314 of 2018) (“**S.I. 314 of 2018**”);
- 1.4 the EU ePrivacy Directive 2002/58/EC (as amended) (the “**ePrivacy Directive**”);
- 1.5 the European Communities (Electronic Communications Networks & Services) (Privacy & Electronic Communications) Regulations 2011;
- 1.6 any relevant transposition of, or successor or replacement to, those laws (including, when it comes into force, the successor to the ePrivacy Directive); and
- 1.7 all other applicable law, regulations and codes of conduct in any relevant jurisdiction relating to the processing of Personal Data and privacy including the guidance and codes of practice issued by a relevant data protection regulator, including the Data Protection Commission and the European Data Protection Board or the Article 29 Working Party.

“**Data Protection Commission**” means the office of the Irish Data Protection Commission or its authorised representative.

“**Data Subject**” has the same meaning as in the Data Protection Legislation.

“**Effective Date**” means the date of this Agreement.

“**Partner Institution Data**” means Personal Data obtained and held by the respective Partner Institution(s) relating to **[tbc]**.

“**Partner Institution Purposes**” has the meaning described in Clause 4.2 of this Agreement.

“**Personal Data**” has the same meaning as in the Data Protection Legislation.

“**Personnel**” means the employees (including board members and trustees as applicable), staff and/or contractors of a Party and the term “Partner Institution Personnel” shall be construed accordingly.

“**Processing**” has the same meaning as in the Data Protection Legislation.

“**Sensitive Categories of Personal Data**” (or “**SCPD**”) means the sensitive categories of Personal Data as referred to in Article 9(1) of the GDPR.

“**Suitable and Specific Measures**” has the meaning provided for under section 36 the DPA 2018, including any applicable obligations under S.I. 314 of 2018.

“**University Acts**” means the University Act 1997 (as amended).

Headings contained in this Agreement are for reference purposes only, shall not be incorporated into this Agreement, and shall not be deemed to be an indication of the meaning of the clauses or sub-clauses to which they relate.

2. ROLES AND OBLIGATIONS OF THE PARTIES

- 2.1 In respect of the Partner Institution Data, the Partner Institution is the Data Controller of such Personal Data and shall comply with its obligations as Data Controller under the Data Protection Legislation in respect of such Personal Data.
- 2.2 To the extent that Sensitive Categories of Personal Data are disclosed or exchanged with the other Party, the Parties shall ensure that Suitable and Specific Measures are put in place in respect of such SCPD and that any Processing of SCPD is undertaken at all times in accordance the Data Protection Legislation.
- 2.3 Either Party may transfer Personal Data to a third country outside the EEA, subject to the Party undertaking such transfer (the “**Transferring Party**”) complying with the following obligations:

- (a) that such transfer is undertaken in accordance with the Data Protection Legislation and that appropriate safeguards as required in order to lawfully effect any such transfer of Personal Data, such as European Commission approved standard contractual clauses, are implemented; and
- (b) on written request, the Transferring Party shall provide to the requesting Party details of any data transfers to third countries outside the EEA and written confirmation that the Transferring Party has complied with the terms of this Clause 2.4.

2.4 Each Party shall ensure that it meets its respective transparency obligations under the Data Protection Legislation in respect of Personal Data that it shares with the other Party.

3. DATA SHARING

3.1 **The Parties shall share Personal Data as follows:**

- (a) **the Partner Institution(s) shall provide certain Partner Institution Data to the other Partner Institution(s) from time to time.**

3.2 **All transfers of Personal Data between the Parties and subsequent Processing shall be in accordance with Appendix A (*Data Protection Protocol*).**

3.3 **All transfers envisaged by this Clause 3 shall take place on a data controller to data controller basis and once said transfers have taken place, the receiving party (the “Receiving Party”) shall process said data in accordance with its obligations as a Data Controller under the Data Protection Legislation.**

4. PURPOSES OF PROCESSING

4.1 **Any and all Processing of Personal Data undertaken by the Partner Institution(s) in respect of Personal Data provided to the Partner Institution**

by another Partner Institution pursuant to Clause 3 of this Agreement shall be undertaken for purposes described in the Background Section (above) in accordance with the Partner Institutions’ purposes described in the Background Section (together the “Partner Institution Purposes”) and the Partner Institution(s) shall not Process such Personal Data for purposes other than the Partner Institution Purposes.

5. DATA ACCESS AND CONTROLS

The Parties shall ensure that appropriate technical and organisational measures to protect all Personal Data received and processed under or in connection with this Agreement in accordance with Article 32 of the GDPR and as specified in Schedule 2 (Data Protection Protocol).

6. DATA SUBJECT RIGHTS

6.1 In respect of Personal Data received by any of the Parties under or in connection with this Agreement, the Receiving Party shall be responsible for complying with any requests from Data Subjects under the GDPR (“Data Subject Rights”).

6.2 Upon written request from the Receiving Party and to the extent applicable, the other Party agrees to provide reasonable assistance to the Receiving Party to facilitate the Receiving Party in complying with its obligations in respect of the Data Subject rights.

7. CONFIDENTIALITY

7.1 To the extent that it is consistent and compatible with the exercise of the Partner Institution Purposes, as applicable, the Parties each undertake to keep confidential any and all Personal Data provided or disclosed to it by the other Party.

7.2 Each Party shall ensure that their respective Personnel that have access to, and who engage in Processing of Personal Data contemplated by the Agreement, have entered into a confidentiality agreement or non-disclosure agreement with the relevant Party on whose behalf they Process Personal Data and shall further ensure that such Processor Personnel are made aware of and observe the Parties’

obligations, as applicable, under this Agreement with regard to the security and protection of Personal Data.

- 7.3 The Parties shall each ensure that only authorized Partner Institution Personnel have access to the Personal Data and that a record of such individuals be maintained by each of the Parties

8. AMENDMENTS

In the event that the Data Protection Legislation is amended or replaced by subsequent legislation or regulations or in the event that case law or findings of the Data Protection Commission pursuant to the Data Protection Legislation and/or regulations enacted under it require amendments to this Agreement in the reasonable opinion of either of the Parties, then the other Party will agree to such amendments to this Agreement and will enter into a variation agreement to effect such amendments.

9. INDEMNITY & LIMITATION OF LIABILITY

Each Party agrees to indemnify and keep indemnified and defend at its own expense the other Party in respect of each party's own legal liability against all costs, claims, damages or expenses incurred by the other Party or for which the other Party may become liable as a result of one Party (the "**Defaulting Party**") acting contrary to the DCU Purposes or the Partner Institution Purposes, as applicable and/or to the extent that the Defaulting Party is in breach of the Data Protection Legislation.

10. SEVERANCE

- 10.1 If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair:
- (a) the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement; or
 - (b) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Agreement.

10.2 If any invalid, unenforceable or illegal provision of this Agreement would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

11. **TERM**

This Agreement shall commence on the Effective Date and shall continue indefinitely thereafter until such time as the Agreement is terminated in accordance with Clause 12.

12. **TERMINATION**

12.1 This Agreement shall commence on the Effective Date and, subject to Clause 12.2, shall continue thereafter unless otherwise terminated (a) pursuant to the terms of this Agreement or (b) with the agreement in writing of the parties.

12.2 Each Party shall be entitled to terminate this Agreement forthwith by written notice in the event that the other Party is in material breach of its obligations under this Agreement or under the Data Protection Legislation.

13. **CONSEQUENCES OF TERMINATION**

13.1 Upon termination of this Agreement in accordance with Clause 12 each of the Parties shall:

- (a) either forthwith return to the Transferring Party all copies of the Personal Data which it has received from the Transferring Party, or destroy the same within 14 days of being requested to do so in writing by the Transferring Party and provide written confirmation of such destruction without delay; and
- (b) the Receiving Party shall cease processing Personal Data it has received from the Transferring Party.

13.2 The confidentiality obligations under this Agreement shall survive termination (howsoever arising) and expiration of this Agreement.

14. **ENTIRE AGREEMENT**

- 14.1 This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 14.2 Each party acknowledges that in entering into this Agreement it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement.

15. COUNTERPARTS

- 15.1 This Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.
- 15.2 Transmission of an executed counterpart of this agreement (but for the avoidance of doubt not just a signature page) by email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this agreement. If email is adopted as the method of delivery, without prejudice to the validity of the agreement thus made, each Party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter.
- 15.3 No counterpart shall be effective until each Party has executed and delivered (including in the manner described in Clause 15.2 above) at least one counterpart.

16. LAW AND JURISDICTION

This Agreement is governed by, and shall be construed in accordance with, the laws of Ireland. The courts of Ireland have exclusive jurisdiction to hear and decide any suit, action or proceedings, and to settle any disputes, which may arise out of or in connection with this Agreement and, for these purposes, each Party irrevocably submits to the exclusive jurisdiction of the courts of Ireland.

AS WITNESS the duly authorised representatives of the Parties on the date shown on the first page.

Signed by:

Duly authorised for and on behalf of

DUBLIN CITY UNIVERSITY

Signed by:

Duly authorised for and on behalf of

FINCONS

Signed by:

Duly authorised for and on behalf of

INT

Signed by:

Duly authorised for and on behalf of

UPV/EHU

Signed by:

Duly authorised for and on behalf of

MAC

Signed by:

Signed by:

Duly authorised for and on behalf of

Duly authorised for and on behalf of

UPF

TU Dublin

Signed by:

Signed by:

Duly authorised for and on behalf of

Duly authorised for and on behalf of

TCD

VRT

Signed by:

Signed by:

Duly authorised for and on behalf of

Duly authorised for and on behalf of

UGent

VGTC

Signed by:

Signed by:

Duly authorised for and on behalf of

NUID UCD

Duly authorised for and on behalf of

RU

Signed by:

Signed by:

Duly authorised for and on behalf of

TaalUnie

Duly authorised for and on behalf of

KU Leuven

Signed by:

Signed by:

Duly authorised for and on behalf of

EUD

Duly authorised for and on behalf of

TiU

APPENDIX A – DATA PROTECTION PROTOCOL

In complying with their respective obligations under Article 32 of the GDPR, the Parties shall in particular implement the following technical and organisational measures in respect of Personal Data received and Processed under or in connection with this Agreement:

1. access controls and logging mechanisms to restrict access to Personal Data to authorised Personnel, including the use of encryption and password protection;
2. reasonable measures to ensure the accuracy and reliability of Personal Data;
3. time limits for erasure for personal data;
4. implementation of written confidentiality obligations on all Personnel who have access to and who Process Personal Data as envisaged under or in connection with this Agreement;
and
5. implement appropriate targeted training and awareness programmes in respect of Personnel to ensure that they are made aware of their obligations under the Data Protection Legislation.