



DECLARATION OF DATA PROTECTION AND CONFIDENTIALITY AGREEMENT FOR SURVEY ADMINISTRATORS

Declaration on data protection and confidentiality agreement

This confidentiality agreement is signed by and between:

Fundació per a la Universitat Oberta de Catalunya (FUOC), represented by Mr Antoni Cahner Monzo, with tax code number G-60660813 and registered address at Avinguda del Tibidabo 39-43, Barcelona, Spain, in the position of coordinator of the EU H2020 funded project entitled “Communities of PrACTice for Accelerating Gender Equality and Institutional Change in Research and Innovation across Europe” – ACT;

and

[Name and surname of the CoP facilitator], of legal age, with ID/passport number and registered address at **[address, town, country]**, who is member of one of the ACT Communities of Practice (CoP) supported by ACT (“**Facilitator**”).

WHEREAS:

- A. FUOC is a party to, and coordinator of the EU H2020 Action entitled “Communities of PrACTice for Accelerating Gender Equality and Institutional Change in Research and

Innovation across Europe” – ACT, for which funding was granted pursuant to Grant Agreement number 788204 and in which respect an agreement has been concluded between all of the parties of the ACT Consortium dated 27th November 2018.

- B. Under the context of coordinating the Community of Practice supported by the ACT project, the Facilitator will have access to personal data of CoP users registered at the ACT website platform and receive certain information which is confidential, as agreed or noted by the Consortium and the CoP Members to be confidential.
- C. The Communities of Practice (CoPs) established in ACT will be evaluated in the course of the project regarding their advances on gender equality development and Gender Equality Plans implementation, and in order to identify the added value of becoming a CoP member. These evaluations will be carried out through online surveys that will be managed by the Facilitator of each Community of Practice in the online survey platform available on the CoP website.
- D. The Facilitator agrees with respect to such confidential information and to the processing of personal data to be bound by the terms, conditions and limitations set out in this declaration on data protection and confidentiality agreement (“**Agreement**”).

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The ACT Knowledge Sharing Hub, a multisite platform that includes the ACT project website and the websites of the supported Communities of Practice, is hosted by Fundació per a la Universitat Oberta de Catalunya (FUOC) on a private virtual server managed in a Spanish Data Center. FUOC, as data controller, will guarantee the secure protocols in the website and in the ACT online-survey platform that ensure secure transmission of data over the network and data recovery, with daily backups of the virtual hosting.
2. The Facilitator will have administration roles on the website of the Community of Practice that she/he is coordinating, and will have access to personal data of registered users and to online-survey answers in non-aggregated form.
3. In the context of coordinating the Community of Practice and managing the CoP website and online-survey platform, the Facilitator will collect and process all personal data as described in the Data Management Plan of the ACT project, according to the European General Data Protection Regulation (GDPR 2016/679) and to the national legislation of the country where the research activity is carried

out, as well as the privacy policy of the ACT website and services, available online at <https://act-on-gender.eu/privacy>.

4. Under the definition of the EU GDPR (Regulation 2016/679), sensitive personal data or special categories of personal data refer to information revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, genetic data, biometric data, data concerning health or data concerning a natural person's sex life or sexual orientation (Article 9). Survey questionnaires provided by the ACT project might include items related with special categories of personal data (such as sexual orientation, health impairments or reporting discrimination associated with ethnicity), and will be managed ensuring that no personal information is included that would allow survey participants to be identified in the final, result dataset.
5. Online surveys will be filled in by individuals who belong to the member institutions of the ACT Communities of Practice anonymously. For the purpose of guaranteeing confidentiality, all references that could potentially be used to identify individual survey respondents directly (e.g. names) or indirectly (e.g. name of participating institutions, references to colleagues in open text box entries, etc.) will be pseudonymised. It is also the responsibility of the CoP Facilitator to pseudonymise the survey result dataset before further distributing and analysing it.
6. The Facilitator shall keep files containing personal data and information linking data and anonymous codes related to survey answers as password protected files stored in separated, secure folders in the partner institutions office and in the ACT cloud. Survey data will be analysed by the Facilitator and published only in aggregated form, ensuring that the identity of survey respondents is not revealed directly or indirectly (e.g.; the combination of categories such as gender, institution, department and position might allow identifying the person).
7. In the event of any publication or presentation resulting from CoPs' evaluation, no personally identifiable information will be shared.
8. With respect to any and all **Confidential Information** (meaning all information within the field of the work plan progress and content of work with the Communities of Practice supported by ACT, in whatever form, including (without limitation) any data, reports, analyses, specifications, techniques, processes, technical information, ideas or know-how, which is, or which should reasonably be expected to be, of a confidential nature), the Facilitator shall, for the duration of a period of five (5) years from the day that (piece of) Confidential Information is supplied to the Facilitator:

- o keep such information confidential;
 - o not use Confidential Information otherwise than for the purpose for which it was disclosed;
 - o not to communicate, disclose or otherwise make available such Confidential Information to any third party except with prior written and explicit consent from the relevant Consortium Partners and CoP members;
 - o take all reasonable steps to ensure that such Confidential Information shall be protected against unauthorized access;
9. The Facilitator will notify the relevant Consortium Partners and FUOC immediately of any unauthorized use, disclosure and/or misappropriation of the personal data and Confidential Information that comes to her/his knowledge.

Fundació per a la Universitat Oberta de Catalunya (FUOC)

By:

Date:

Facilitator

By:

Date: