**Joint Controller Agreement**

THIS JOINT CONTROLLER AGREEMENT is made on 1st January 2021, hereinafter referred to as the ‘Effective Date’

BETWEEN:

1. **NARODOWE CENTRUM NAUKI (NCN)**, established in ul. Twardowskiego 16, 30-312 Kraków, Poland, the Coordinator of the consortium, and
2. **OESTERREICHISCHE FORSCHUNGSFOERDERUNGSGESELLSCHAFT MBH (FFG),** established in Sensengasse 1, 1090 Vienna, Austria;
3. **FONDS ZUR FÖRDERUNG DER WISSENSCHAFTLICHEN FORSCHUNG (FWF),** established in Sensengasse 1, Wien 1090, Austria;
4. **FONDS DE LA RECHERCHE SCIENTIFIQUE (FNRS),** established in rue D’Egmont 5, Bruxelles 1000, Belgium;
5. **FONDS VOOR WETENSCHAPPELIJK ONDERZOEK-VLAANDEREN (FWO)**, established in Egmontstraat 5, Brussel 1000, Belgium;
6. **BULGARIAN NATIONAL SCIENCE FUND (BNSF),** established in blvd Knyaz Dondukov 2A, Sofia 1309, Bulgaria;
7. **HRVATSKA ZAKLADA ZA ZNANOST (HRZZ),** established in Ilica 24, Zagreb 10000, Croatia;
8. **MINISTRY OF EDUCATION YOUTH AND SPORTS (MEYS)**, established in Karmelitska 7, Prague 118 12, Czechia;
9. **TECHNOLOGICKA AGENTURA CESKE REPUBLIKY (TA CR)**, established in Evropska 1692/37, Prague 160 00, Czechia;
10. **INNOVATIONSFONDEN (IFD),** established in Ostergade 26A, Kobenhavn 1100, Denmark;
11. **SIHTASUTUS EESTI TEADUSAGENTUUR (ETAg),** established in Soola 8, Tartu 51004, Estonia;
12. **SUOMEN AKATEMIA (AKA),** established in Hakaniemenranta 6, Helsinki 00531, Finland;
13. **AGENCE NATIONALE DE LA RECHERCHE (ANR),** established in 50 avenue Daumesnil, Paris 75012, France;
14. **BUNDESMINISTERIUM FUER BILDUNG UND FORSCHUNG (BMBF)**, established in Heinemannstrasse 2, Bonn 53175, Germany;
15. **DEUTSCHE FORSCHUNGSGEMEINSCHAFT (DFG),** established in Kennedyallee 40, Bonn 53175, Germany;
16. **VDI TECHNOLOGIEZENTRUM GMBH (VDI TZ),** established in VDI-Platz 1, Duesseldorf 40468, Germany;
17. **GENIKI GRAMMATIA EREVNAS KAI TECHNOLOGIAS (GSRT),** established in Mesogeion Avenue 14-18, Athens 11510, Greece;
18. **NEMZETI KUTATASI FEJLESZTESI ES INNOVACIOS HIVATAL (NKFIH),** established in Kethly Anna Ter 1, Budapest 1077, Hungary;
19. **SCIENCE FOUNDATION IRELAND (SFI),** established in Three Park Place, Hatch Street Upper, Dublin D02 FX65, Ireland;
20. **NATIONAL TECHNOLOGICAL INNOVATION AUTHORITY (Inn Auth),** established in 2nd Derech Agudat Sport Hapoel Bui, Jerusalem 6812511, Israel;
21. **CONSIGLIO NAZIONALE DELLE RICERCHE (CNR),** established in Piazzale Aldo Moro 7, Rome 00185, Italy;
22. **ISTITUTO NAZIONALE DI FISICA NUCLEARE (INFN),** established in Via Enrico Fermi 54, Frascati 00044, Italy;
23. **MINISTERO DELL'UNIVERSITA' E DELLA RICERCA (MUR),** established in Via Michele Carcani 61, Rome 00153, Italy;
24. **VALSTS IZGLITIBAS ATTISTIBAS AGENTURA (VIAA),** established in Valnu Iela 1, Riga 1050, Latvia;
25. **LIETUVOS MOKSLO TARYBA (LMT),** established in Gedimino 3, Vilnius LT-01103, Lithuania;
26. **FONDS NATIONAL DE LA RECHERCHE (FNR),** established in 2 Avenue de l’Université, Esch-sur-Alzette 4365, Luxembourg;
27. **MINISTRY FOR FINANCE AND FINANCIAL SERVICES (MFIN),** established in Maison Demandols 30, South Street, Valletta VLT2000, Malta;
28. **NORGES FORSKNINGSRAD (RCN),** established in Drammensveien 288, Oslo 0283, Norway;
29. **NARODOWE CENTRUM BADAN I ROZWOJU (NCBR),** established in ul. Nowogrodzka 47A, Warszawa 00-695, Poland;
30. **FUNDACAO PARA LA CIENCIA E TECNOLOGIA (FCT),** established in Avenida D Carlos I 126, Lisboa 1249 074, Portugal;
31. **UNITATEA EXECUTIVA PENTRU FINANTAREA INVATAMANTULUI SUPERIOR, A CERCETARII, DEZVOLTARII SI INOVARII (UEFISCDI),** established in Mendeleev Street 21-15, Bucharest 010362, Romania;
32. **SLOVENSKA AKADEMIA VIED (SAS),** established in Stefanikova 49, Bratislava 814 38, Slovakia;
33. **MINISTERSTVO ZA IZOBRAZEVANJE ZANOST IN SPORT (MIZS)**, established in Masarykova 16, Ljubljana 1000, Slovenia;
34. **AGENCIA ESTATAL DE INVESTIGACION (AEI),** established in Torrelaguna 58 bis, Madrid 28071, Spain;
35. **VETENSKAPSRADET - SWEDISH RESEARCH COUNCIL (VR),** established in Vastra Jarnvagsgatan 3, Stockholm 111 64, Sweden;
36. **SCHWEIZERISCHER NATIONALFONDS ZUR FORDERUNG DER WISSENSCHAFTLICHEN FORSCHUNG (SNF),** established in Wildhainweg 3, Bern 3012, Switzerland;
37. **TURKIYE BILIMSEL VE TEKNOLOJIK ARASTIRMA KURUMU (TUBITAK),** established in Ataturk Bulvari 221, Ankara 06100, Turkey;
38. **UNITED KINGDOM RESEARCH AND INNOVATION (UKRI),** established in Polaris House North Star Avenue, Swindon SN2 1FL, United Kingdom.

hereinafter, jointly or individually, referred to as “Joint Controllers” or “Parties” relating to the project entitled

**QUANTERA II ERA-NET COFUND IN QUANTUM TECHNOLOGIES**, in short: **QUANTERA II**, hereinafter referred to as ‘Programme’.

Whereas:

1. pursuant to the Consortium Agreement of 1st January 2021 (hereinafter referred to as the “Consortium Agreement”), the Joint Controllers have entered into cooperation the subject of which is to conduct a joint call for proposals and perform additional activities within a consortium of executive agencies (hereinafter referred to as the “Cooperation”);
2. the Cooperation requires that the Joint Controllers process personal data, whilst they jointly determine the purposes and means of processing of personal data;
3. the processing of personal data by the Joint Controllers requires that a transparent manner of determining their respective responsibilities be established as regards their compliance with the obligations under 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 repealing Directive 95/46/EC (hereinafter referred to as “General Data Protection Regulation or “the GDPR”) and other generally applicable laws as well as relations between the Joint Controllers and the data subjects;
4. on concluding this Agreement, the Parties, seek to regulate the terms of processing of personal data in such a way that they meet the provisions of the GDPR, and
5. with regard to the data they process, the Joint Controllers act as controllers for the purposes of Article 24 et seq. of the GDPR referred to in D,

the Parties decided to enter into the following Agreement:

# **§ 1. Definitions**

For the purposes of this Agreement, the Parties agree that the following terms shall have the following meaning:

1. **“Controller/Joint Controller”** means any natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of personal data;
2. **“Personal Data”** means any information relating to an identified or identifiable natural person (hereinafter referred to as “data subject”);
3. **“Third Country”** means any country that is not a member of the European Union or the European Economic Area or any international organisation;
4. **“Processor”** means any natural or legal person, public authority, agency or other body which processes Personal Data on behalf of the Controller;
5. **“Data Protection Law”** means the GDPR as well as other provisions of EU Member State’s national law applicable to a relevant Party, passed in relation to personal data protection, including in particular the provisions of the given Controller’s national law;
6. **“Processing”** means any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction;
7. **“General Data Protection Regulation”, “GDPR”** means 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 repealing Directive 95/46/EC;
8. **“Information System”** means a group of cooperating devices, programs, information processing procedures and program tools used for the purpose of data processing;
9. **“Cooperation”** means the cooperation between Controllers defined in Recital A;
10. **“Agreement”** means this Agreement on Joint Control of Personal Data;
11. **“Consortium Agreement”** means the agreement referred to in Recital A.

# **§ 2. Subject-matter of the agreement**

1. This Agreement regulates mutual relations between the Parties as regards the joint control of Personal Data, and in particular it determines in a transparent manner the Joint Controllers’ responsibilities for compliance with the obligations under the GDPR; it also defines the representation of the Joint Controllers in contacts with the data subjects and their relations with those persons.
2. For the purpose of proper implementation of this Agreement, the Joint Controllers shall:
   1. cooperate on performing the obligations of the Joint Controllers of Personal Data;
   2. process the Personal Data with which they have been entrusted with regard to the Cooperation pursuant to this Agreement, GDPR, Consortium Agreement and other generally applicable laws and
   3. refrain from any legal or factual actions which might in any way undermine the security of Personal Data or threaten the other Joint Controller with civil, administrative or criminal liability.
3. Categories of data subjects and personal data, the purposes and means of processing, including the participation of Joint Controllers in those processes, as well as the categories of recipients of the Personal Data shall be defined in Appendix 1 to the Agreement.

# **§ 3. Controllers’ rights and obligations**

1. The Joint Controllers declare that they have the means enabling them to process and protect Personal Data they are processing, including information systems meeting the requirements of the appropriate level of security, as stipulated by the GDPR. They will each fully adhere to the applicable Data Protection Law(s) with respect to obligations and responsibilities of controllers.
2. In particular, the Joint Controllers shall:
   1. exercise due diligence in processing Personal Data and process Personal Data pursuant to the Agreement, the GDPR and other provisions of Data Protection Law(s), including the appropriate provisions of each Controller’s national law;
   2. restrict access to Personal Data only to persons who need the access to Personal Data for the purposes of the Agreement and Cooperation, provide those persons with relevant authorisations, offer relevant training on personal data protection and ensure confidentiality of Personal Data processed thereby, both during and after their employment or other cooperation with a Joint Controller;
   3. secure the processing of Personal Data by implementing appropriate technical and organisational measures referred to in Article 32 of the GDPR, ensuring a level of security appropriate to the risk related to the processing of Personal Data;
   4. comply with the terms of entrusting processors with processing of Personal Data on behalf of the Controller, as specified in Article 28 of the GDPR;
   5. assist the other Joint Controller, where possible, in meeting its (i) obligation to respond to requests from data subjects and (ii) obligations laid down in Articles 32 through 36 of the GDPR;
   6. maintain a record of all processing activities referred to in Article 30 (1) of the GDPR, unless this obligation does not apply to them on the grounds of Article 30 (5) of the GDPR;
   7. comply with the requirement of privacy by design, referred to in Article 25 (1) of the GDPR, and inform the other Joint Controller in advance of intended changes in a manner and time that will truly allow it to react if (according to the other Joint Controller) the changes intended by a Joint Controller constitute a hazard to the agreed level of data security or increase the risk of the rights and freedoms of natural persons being breached;
   8. provide the relevant information of this Agreement to the data subject in a form of their own choosing in accordance with Art. 26 (2) sentence 2 of the GDPR.
3. The Joint Controllers shall provide each other with the necessary assistance in carrying out the obligations referred to in section 2 point 5) above, in particular in the notification of a personal data breach, by:
   1. providing, at the request of a Controller, information concerning the processing of personal data immediately upon receipt of such request as soon as possible;
   2. notifying the other Joint Controllers of any breach as soon as possible but not later than 48 hours of its discovery. The notification should include all the information referred to in Article 33 (3) of the GDPR. If - and to the extent that - the information cannot be provided at the same time, they can be given successively without undue delay;
   3. providing to the other Joint Controllers all information necessary for the communication of a personal data breach to the data subject;
   4. assisting the other Joint Controllers in carrying out a data protection impact assessment, including by providing appropriate information on data protection measures taken;
   5. informing the other responsible Joint Controllers (subject to § 4 section 4) of inquiries, requests or demands from data subjects and other individuals, national or European Union public administrations, including relevant supervisory authorities and courts, as well as any controls or inspections by such authorities in connection with the joint controllership of Personal Data; information shall be provided promptly and in such a way as to enable the other Joint Controllers to comply with the obligations set out in sections 2 and 3, without undue delay but not later than 7 calendar days after receipt of an inquiry, request or demand or after the start of a control or inspection.

# **§ 4. Data subjects’ rights**

1. The Joint Controllers shall inform, in any way they deem appropriate, the data subjects of the essences of this Agreement and shall provide them the information referred to in Appendices 1 and 2 in accordance with Article 26 and Article 12 of the GDPR.
2. The information referred to in section 1 shall be primarily provided to the data subjects via the electronic proposal submission system or by the Controller who collects the personal data.
3. Data subjects may contact any of the Joint Controllers about the rights granted to them by Articles 15 - 22 of the GDPR. The contacted Controller shall identify the responsible Controller and forward the request internally to this Controller. The originally contacted Controller shall carry out all necessary communication with the data subject.
4. The responsible Controller shall be determined as follows: If the data of the data subject is part of a set of data which can be attributed to a Controller, this Controller shall be responsible. In all other cases the Controller contacted by the data subject shall be the responsible Controller.
5. The Joint Controllers undertake to comply with the data subjects rights and shall assist one another with the execution of data subjects’ requests.

# **§ 5. Transfers of Personal Data to third countries**

Controller and/or its Processor that transfer(s) personal data in the scope of the execution of the Agreement to a Controller and/or Processor and/or other entity situated in the third country that does not present adequate safeguards under the GDPR shall ensure that such transfer is possible and that it complies with the GDPR (e.g. pursuant to Article 45 of the GDPR – on the basis of an adequacy decision Article 46.2.c) of GDPR – on the basis of standard data protection clauses adopted by the Commission in accordance with the examination procedure in Article 93.2 or pursuant to Article 49 of the GDPR. A copy of standard data protection clauses referred to in the preceding sentence shall be provided when so requested by a data subject.

# **§ 6. Entrusting Processors with processing of Personal Data**

1. The Controllers jointly consent to each of them entrusting Processors with processing of Personal Data subject to this Agreement on terms and to the degree defined by this Agreement and Article 28 of the GDPR.
2. Each Controller may entrust Processors with processing of Personal Data under this Agreement only for the purposes of this Agreement, Consortium Agreement and the Cooperation.
3. Processors can only carry out specific Personal Data processing activities on behalf of a Controller once the Controller has entered into a contract with such a Processor laying down the obligations of the latter related to Personal Data protection in a manner ensuring sufficient guarantees of technical and organisational measures for the processing to meet the requirements of the GDPR.
4. A Processor may carry out specific Personal Data processing activities on behalf of a Controller without entering into the contract referred to in section 3 as long as it is possible pursuant to another legal instrument under EU law or national law, which binds the Processor and the Controller.
5. This Paragraph shall apply in the case of any intended modifications regarding adding processors or replacing processors with other processors.
6. Categories of processors are listed in Appendix 1. The Joint Controller shall provide detailed information on its Processors on request to the data subject

# **§ 7. Controllers’ liability**

The liability of the parties is governed by the legal regulations, in particular Article 82 of the GDPR.

# **§ 8. Collaboration of the Parties**

1. The Parties shall cooperate in supervising the implementation of this Agreement.
2. The Parties agree that at the time of the implementation of the Agreement they shall cooperate closely, informing one another of any circumstances that have or may have effect on processing of Personal Data.
3. The Parties designate a Data Protection Officer and/or contact point to coordinate the collaboration of the Parties in connection with the implementation of the Agreement, disclosing their personal data in point 1 of the Appendix 2.
4. Amendments to Appendices 1 or 2 shall not require an amendment of the Agreement, however all Parties shall have to be notified thereof either in writing or electronically.

# **§ 9. Term and termination of the Agreement**

The Agreement will take effect as of the Effective Date.

The Agreement shall be concluded for the period of implementation of the Cooperation and as long as and until, after the termination of the Cooperation, obligations still have to be fulfilled.

# **§ 10. Final provisions**

1. The Parties hereby agree that the Controllers shall process Personal Data pursuant to this Agreement free of charge, and neither the conclusion of this Agreement nor the processing of data pursuant thereto shall entitle any Controller to seek, on whatever legal basis,
   1. remuneration,
   2. reimbursement of any costs or expenses incurred for the purpose of due performance of the Agreement,
   3. exemption from any obligations contracted to that end or advances on such costs or expenses,

even if at the time of entering into Cooperation or concluding this Agreement, despite exercising due care, the Controller was unable to foresee the circumstances justifying such rises, costs, expenses or obligations.

1. Should any provision hereof become invalid or ineffective, the Parties shall adopt all measures possible to replace it with a valid and effective provision reflecting the goal and meaning of the invalid or ineffective provision to the extent of applicable law. Should any provision hereof be or become invalid or ineffective at any time, it shall not restrict the validity or effectiveness of the remaining provisions of the Agreement.
2. In the event of any discrepancies between the provisions of the Agreement and the terms of Cooperation agreed by the Parties, the provisions of this Agreement shall prevail.
3. Any amendments hereto must be in writing on sanction of invalidity, subject to § 8 (4).
4. Any disputes arising under the Agreement shall be resolved by amicably or by a common court with jurisdiction over the registered office of the Controller sued and pursuant to the laws applicable in its country.

**Appendix 1 – Essential elements of the means**

**Appendix 2 – Information to be provided to data subjects**

This Agreement has been drawn up in 38 counterparts, one counterpart for each Party.

Signatures of the Parties (in the case of a multilateral agreement, each Controller on a separate page):

**1. NCN – NATIONAL SCIENCE CENTRE**

**legally represented by prof. Zbigniew Błocki, Director**

|  |  |
| --- | --- |
| Date | Stamp and Signature |

**2. FFG – ÖSTERREICHISCHE FORSCHUNGSFÖRDERUNGSGESELLSCHAFT MBH**

**legally represented by**

|  |  |
| --- | --- |
| Date | Stamp and Signature |

**3. FWF – FONDS ZUR FÖRDERUNG DER WISSENSCHAFTLICHEN FORSCHUNG**

**legally represented by**

|  |  |
| --- | --- |
| Date | Stamp and Signature |

**4. FNRS – FONDS DE LA RECHERCHE SCIENTIFIQUE**

**legally represented by**

|  |  |
| --- | --- |
| Date | Stamp and Signature |

**5. FWO – FONDS VOOR WETENSCHAPPELIJK ONDERZOEK-VLAANDEREN**

**legally represented by**

|  |  |
| --- | --- |
| Date | Stamp and Signature |

**6. BNSF – BULGARIAN NATIONAL SCIENCE FUND**

**legally represented by**

|  |  |
| --- | --- |
| Date | Stamp and Signature |

**7. HRZZ – HRVATSKA ZAKLADA ZA ZNANOST**

**legally represented by**

|  |  |
| --- | --- |
| Date | Stamp and Signature |

**8. MEYS – MINISTRY OF EDUCATION YOUTH AND SPORTS**

**legally represented by**

|  |  |
| --- | --- |
| Date | Stamp and Signature |

**9. TACR – TECHNOLOGICKA AGENTURA CESKE REPUBLIKY**

**legally represented by**

|  |  |
| --- | --- |
| Date | Stamp and Signature |

**10. IFD – INNOVATIONSFONDEN**

**legally represented by**

|  |  |
| --- | --- |
| Date | Stamp and Signature |

**11. ETAG – SIHTASUTUS EESTI TEADUSAGENTUUR**

**legally represented by**

|  |  |
| --- | --- |
| Date | Stamp and Signature |

**12. AKA – SUOMEN AKATEMIA**

**legally represented by**

|  |  |
| --- | --- |
| Date | Stamp and Signature |

**13. ANR – AGENCE NATIONALE DE LA RECHERCHE**

**legally represented by**

|  |  |
| --- | --- |
| Date | Stamp and Signature |

**14. BMBF – BUNDESMINISTERIUM FUER BILDUNG UND FORSCHUNG**

**legally represented by**

|  |  |
| --- | --- |
| Date | Stamp and Signature |

**15. DFG – DEUTSCHE FORSCHUNGSGEMEINSCHAFT**

**legally represented by**

|  |  |
| --- | --- |
| Date | Stamp and Signature |

**16. VDI/TZ – VDI TECHNOLOGIEZENTRUM GMBH**

**legally represented by**

|  |  |
| --- | --- |
| Date | Stamp and Signature |

**17. GSRT – GENIKI GRAMMATIA EREVNAS KAI TECHNOLOGIAS**

**legally represented by**

|  |  |
| --- | --- |
| Date | Stamp and Signature |

**18. NKFIH – NEMZETI KUTATASI FEJLESZTESI ES INNOVACIOS HIVATAL**

**legally represented by**

|  |  |
| --- | --- |
| Date | Stamp and Signature |

**19. SFI – SCIENCE FOUNDATION IRELAND SFI**

**legally represented by**

|  |  |
| --- | --- |
| Date | Stamp and Signature |

**20. INN.AUTH – NATIONAL TECHNOLOGICAL INNOVATION AUTHORITY**

**legally represented by**

|  |  |
| --- | --- |
| Date | Stamp and Signature |

**21. CNR – CONSIGLIO NAZIONALE DELLE RICERCHE**

**legally represented by**

|  |  |
| --- | --- |
| Date | Stamp and Signature |

**22. INFN – ISTITUTO NAZIONALE DI FISICA NUCLEARE**

**legally represented by**

|  |  |
| --- | --- |
| Date | Stamp and Signature |

**23. MUR – MINISTERO DELL'UNIVERSITA' E DELLA RICERCA**

**legally represented by**

|  |  |
| --- | --- |
| Date | Stamp and Signature |

**24. VIAA – VALSTS IZGLITIBAS ATTISTIBAS AGENTURA**

**legally represented by**

|  |  |
| --- | --- |
| Date | Stamp and Signature |

**25. LMT – LIETUVOS MOKSLO TARYBA**

**legally represented by**

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| --- | --- |
| Date | Stamp and Signature |

**26. FNR – FONDS NATIONAL DE LA RECHERCHE**

**legally represented by**

|  |  |
| --- | --- |
| Date | Stamp and Signature |

**27. MFIN – MINISTRY FOR FINANCE AND FINANCIAL SERVICES**

**legally represented by**

|  |  |
| --- | --- |
| Date | Stamp and Signature |

**28. RCN – NORGES FORSKNINGSRAD**

**legally represented by**

|  |  |
| --- | --- |
| Date | Stamp and Signature |

**29. NCBR – NARODOWE CENTRUM BADAN I ROZWOJU**

**legally represented by**

|  |  |
| --- | --- |
| Date | Stamp and Signature |

**30. FCT – FUNDACAO PARA LA CIENCIA E TECNOLOGIA**

**legally represented by**

|  |  |
| --- | --- |
| Date | Stamp and Signature |

**31. UEFISCDI – UNITATEA EXECUTIVA PENTRU FINANTAREA INVATAMANTULUI SUPERIOR, A CERCETARII, DEZVOLTARII SI INOVARII**

**legally represented by**

|  |  |
| --- | --- |
| Date | Stamp and Signature |

**32. SAS – SLOVENSKA AKADEMIA VIED**

**legally represented by**

|  |  |
| --- | --- |
| Date | Stamp and Signature |

**33. MIZS – MINISTERSTVO ZA IZOBRAZEVANJE ZANOST IN SPORT**

**legally represented by**

|  |  |
| --- | --- |
| Date | Stamp and Signature |

**34. AEI – AGENCIA ESTATAL DE INVESTIGACION**

**legally represented by**

|  |  |
| --- | --- |
| Date | Stamp and Signature |

**35. VR – VETENSKAPSRADET - SWEDISH RESEARCH COUNCIL**

**legally represented by**

|  |  |
| --- | --- |
| Date | Stamp and Signature |

**36. SNSF – SCHWEIZERISCHER NATIONALFONDS ZUR FORDERUNG DER WISSENSCHAFTLICHEN FORSCHUNG**

**legally represented by**

|  |  |
| --- | --- |
| Date | Stamp and Signature |

**37. TUBITAK – TURKIYE BILIMSEL VE TEKNOLOJIK ARASTIRMA KURUMU**

**legally represented by**

|  |  |
| --- | --- |
| Date | Stamp and Signature |

**38. UKRI – UNITED KINGDOM RESEARCH AND INNOVATION**

**legally represented by**

|  |  |
| --- | --- |
| Date | Stamp and Signature |

## **Appendix 2.**

INFORMATION

about processing of personal data within the framework of the  
QuantERA II ERA-NET Cofund in Quantum Technologies Cooperation

**Pursuant to Article 13 (and/or) 14 of 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 repealing Directive 95/46/EC (General Data Protection Regulation) (OJ. L 2016, No. 119, p. 1), we would like to inform you about the principles of processing of the personal data provided by you (information obligation):**

1. The Joint Controllers of the Personal Data are as follows:  
   [name, address, e-mail, contact to DPO and/or contact point, web site address]
2. Data subjects may contact the Data Protection Officers and/or contact points designated by the Joint Controllers in the following matters: personal data processing, exercise of rights related to personal data processing, by sending e-mail messages to the e-mail addresses or addresses of the Joint Data Controllers specified in item 1. The Data Protection Officers/contact points are also obliged to provide information on arrangements made between the Joint Controllers.
3. The Joint Controllers as basic research funding organisations cooperate within multilateral networks/programmes, implemented in formulas cofunded by the European Union (e.g. ERA-NET Cofund) and within specific initiatives of partner agencies (without EU subsidies). The core objective of multilateral initiatives is to organise calls for international research projects. The Joint Controllers process personal data to carry out public interest tasks or as an exercise of public authority entrusted to the controller and to comply with the legal duties applicable to each Joint Controller and resulting from the applicable domestic laws, in particular in compliance with Article 6.1.b), Article 6.1.c) and Article 6.1.e) of GDPR. For detailed information on the legal basis of processing please refer to the individual Joint Controller as specified in item 1.
4. The scope and type of data processing, the objectives and methods of processing, including the involvement of the Joint Controllers in those processings as well as the categories of data recipients are provided in Appendix No. 1.
5. The Joint Controllers may process the collected personal data for periods required to perform Cooperation and obligations set forth in the consortium agreement concluded between the Joint Controllers and/or the grant agreement concluded between the Joint Controllers and the European Commission (hereinafter the Grant Agreement).
6. Data subjects – depending on the legal basis for processing – shall be entitled to the rights available to them pursuant to applicable laws, including as follows:
   1. to access to their personal data – which means that right to obtain from a Data Joint Controller a confirmation if their personal data are processed. If their data are processed, such data subjects are entitled to get access to their data and to obtain the following information: the purposes of the processing; the categories of personal data concerned; the recipients or categories of recipient to whom the personal data have been or will be disclosed, the envisaged period for which the personal data will be stored or the criteria used to determine that period; the existence of the right to have the personal data corrected, erased or to restrict the processing of personal data and the right to object to the processing of the personal data (Article 15 of GDPR);
   2. to obtain a copy of the personal data being processed – the first copy is free of charge and for any further copies requested by the data subject, the controller may charge a reasonable fee based on administrative costs (Article 15.3 of GDPR);
   3. to have incomplete personal data corrected, including by means of providing a supplementary statement (Article 16 of GDPR);
   4. to have their data deleted if a Data Joint Controller no longer has a legal basis to process the data or the data are no longer required to comply with the objectives of processing (Article 17 of GDPR);
   5. to have the processing restricted when: a data subject questions the accuracy of the personal data – for a period allowing the inspector to verify the accuracy of the data; the processing is unlawful and the data subject opposes the erasure of the personal data and requests the restriction of their use instead; the Joint Controller no longer needs the personal data but they are required by the data subject for determining, pursuing and defending against any claims; the data subject has objected to processing pending verification as to whether the legitimate grounds of the Joint Controller override those of the data subject;
   6. to data portability – that is the data subject shall have the right to receive the personal data concerning him or her, which he or she has provided to a Joint Controller, in a structured, commonly used and machine-readable format and have the right to transmit those data to another controller if the processing is based on consent of the data subject or on a contract concluded with the data subject and when the processing is carried out by automated means (Article 20 of GDPR);
   7. the right to object to processing of their personal data for legitimate objectives of the Controller on grounds relating to their particular situation, including profiling. Then the Joint Controller will have to demonstrate compelling legitimate grounds for the processing which override the interests, rights and freedoms of the data subject or for the establishment, exercise or defence of legal claims. If, following such review, the interests of the data subject override the interests of the Controller, the Controller shall be obliged to discontinue the processing of the data in connection with objectives (Article 21 of GDPR);
   8. the right to lodge a complaint with a supervisory authority if they consider that the processing of their personal data does not comply with of GDPR (Article 77 of GDPR).
7. The sharing of personal data during the Cooperation is required for the Joint Controllers to perform their duties.
8. The personal data processed for the purposes specified herein may be transferred to the following third countries:
   1. Switzerland and Israel - pursuant to Article 45 of GDPR – on the basis of an adequacy decisions of the Commission;
   2. Turkey - pursuant to Article 46.2.c) of GDPR – on the basis of standard data protection clauses adopted by the Commission in accordance with the examination procedure in Article 93.2 or pursuant to Article 49 of GDPR.
   3. United Kingdom – pursuant to Article 45 and/or Article 46.2.c) of GDPR as well the Trade and Cooperation Agreement between the European Union and the United Kingdom.

A copy of standard data protection clauses referred to in the preceding sentence shall be provided when so requested by a data subject.

1. The personal data will not be processed in an automatic way (including in the form of profiling).

## **Appendix 1. Databases**

**ESS**: an electronic proposal submission system at the international level

**Programme/network**: multi-lateral programme pursued by a consortium/network of Financing Agencies

**Programme Coordinator:** Agency coordinating the programme/network

**Project Coordinator**: researcher coordinating the works of a project team

**Partner Area:** password-protected part of the programme web site, functioning on an external server

| **Categories of data subjects** | **Categories of personal data** | **Purpose of processing** | **Means of processing** | **Who is responsible for data collection and processing?** | **Recipients/Categories of recipients** | **Categories of processors** |
| --- | --- | --- | --- | --- | --- | --- |
| **Coordinators and team members in submitted proposals** | first and last name; affiliation; telephone number; e-mail; biographic note; list of publications | for eligibility check and merit-based evaluation; for contact purposes; | in the system used to submit proposals at the international level (ESS); in network internal documents; in the Partner Area; | The Agency servicing ESS; NCN – Programme Coordinator; | other Financing Agencies in the programme; the European Commission and the ERA-LEARN project, experts and reviewers in the call; and to service providers (see opposite); | the company servicing the web site (some documents are stored in the Partner Area); |
| **Coordinators and team members in financed projects** | first and last name; affiliation; | for formal and merit-based evaluation; for promotional and information purposes; | in ESS; in network internal documents; on the programme and NCN web sites; in the Partner Area; in promotional materials (printed and published online); | The Agency servicing ESS; NCN – Programme Coordinator; | to other Financing Agencies in the programme; the European Commission and the ERA-LEARN project and to service providers (see opposite); some data are available on-line – made public; | to companies developing promotional materials and to companies printing such materials; the company servicing the web site; |
| biographic note; list of publications | for merit-based evaluation; | in ESS; in network internal documents; in the Partner Area; | the company servicing the web site (some documents are stored in the Partner Area); |
| telephone number; e-mail; | for contact purposes; |
| image; | for promotional purposes; | on the programme web site; in promotional materials (printed and published on-line); finally, also in the video promoting the programme; | NCN – Programme Coordinator | to other Financing Agencies in the programme; the European Commission and to service providers (see opposite); some data are available on-line – made public; | to companies developing promotional materials and to companies printing such materials; to the company producing the promotional video; to the company servicing the web site; |
| **Reviewers of proposals (panel members)** | first and last name, affiliation; | to hold the process of proposal evaluation; for contact purposes and to select appropriate experts; | in the ESS system; in e-mail correspondence in the network; in network internal documents; in the Partner Area; on the programme web site – to ensure transparency of the evaluation process; | The Agency/Agencies responsible for selecting reviewers; NCN – Programme Coordinator; | to other Financing Agencies in the programme; the European Commission and to service providers (see opposite); some data are available on-line – made public; | the company servicing the web site (some documents are stored in the Partner Area); |
| telephone, e-mail, CV or biographic note; | in e-mail correspondence in the network; in network internal documents; in the Partner Area; | to other Financing Agencies in the programme and to service providers (see opposite); |
| address of residence; account number, etc. (if the need arises to refund travel costs/pay remuneration); | to refund costs/pay remuneration; | in the internal documents of the Agency responsible for refund of costs/payment of remuneration; | The Agency/Agencies responsible for refund of costs/payment of remuneration; | Not specified | Not specified |
| **External experts evaluating proposals** | first and last name, affiliation, telephone, e-mail, CV or biographic note; | to hold the process of proposal evaluation; for contact purposes and to select appropriate experts; | in the ESS system; in e-mail correspondence in the network; in network internal documents; in the Partner Area | The Agency/Agencies responsible for expert selection; | to other Financing Agencies in the programme and to service providers (see opposite); | the company servicing the web site (some documents are stored in the Partner Area); |
| **Experts evaluating reports** | first and last name, affiliation, telephone, e-mail, CV or biographic note; | to hold the project performance evaluation process; for contact purposes; | in the project monitoring system handled by the partner Agency; in e-mail correspondence in the network; in network internal documents; in the Partner Area; | The Agency/Agencies responsible for arranging the project performance evaluation process and the Agency responsible for the project monitoring system; NCN – Programme Coordinator; | to other Financing Agencies in the programme, the European Commission and to service providers (see opposite); | the company servicing the web site (some documents are stored in the Partner Area); |
| **Independent Observer** | first and last name, e-mail, telephone, affiliation | for supporting proposal evaluation process | in e-mail correspondence; in network internal documents; in the Partner Area; | NCN – Programme Coordinator, Agencies responsible for call preparation | to other Financing Agencies in the programme; the European Commission | - |
| **Members of advisory bodies in the programmes (SAB – Strategic Advisory Board in the QuantERA programme, etc.)** | first and last name, affiliation; | to select programme performance and promotion; for contact purposes; | in e-mail correspondence in the network; in network internal documents; in the Partner Area; on the programme web site; in presentations promoting and informing about the programme; potentially also in promotional materials and in the promotional video; | NCN – Programme Coordinator | to other Financing Agencies in the programme, the European Commission and to service providers (see opposite); | to companies developing promotional materials and to companies printing such materials; the company servicing the web site; the company producing the promotional video; |
| telephone, e-mail, CV or biographic note; | in e-mail correspondence in the network; in network internal documents; in the Partner Area | to other Financing Agencies in the programme and to service providers (see opposite); | the company servicing the web site (some documents are stored in the Partner Area); |
| image; | in presentations promoting and informing about the programme; potentially also in promotional materials and in the promotional video; | to other Financing Agencies in the programme, the European Commission and to service providers (see opposite); | to companies developing promotional materials and to companies printing such materials; the company servicing the web site; the company producing the promotional video; |
| **Candidates for members of advisory bodies** | first and last name, affiliation, telephone, e-mail, CV or biographic note | to select members of advisory bodies in the programme | in e-mail correspondence in the network; in network internal documents; in the Partner Area; | NCN – Programme Coordinator | to other Financing Agencies in the programme and to service providers (see opposite); | the company servicing the web site (some documents are stored in the Partner Area); |
| **Employees of the agencies pursuing the programme** | first and last name, place of employment; e-mail | to perform the programme; for information purposes; | in e-mail correspondence in the network; in network internal documents; in the Partner Area; on the programme web site and in call documents available on the web site; in promotional materials (leaflets about the call) – printed and published on-line; | NCN – Programme Coordinator | to other Financing Agencies in the programme; the European Commission and to service providers (see opposite); some data are available on-line – made public; | to companies developing promotional materials and to companies printing such materials; the company servicing the web site; |
| contact details; | to perform the programme; | in e-mail correspondence in the network; in network internal documents; in the Partner Area; | the company servicing the web site (some documents are stored in the Partner Area); |
| biographic note; | to draft and submit a proposal to the European Commission; | in network internal documents; in the Partner Area |
| image; | for promotional purposes; | in promotional materials (printed and published online) partly without personal identification; finally in the video promoting the programme; | to companies developing promotional materials and to companies printing such materials; the company servicing the web site; |
| **Guests/speakers at events** | first and last name, affiliation, image; | to perform the agenda of the event; for contact purposes and to select appropriate speakers; for promotional purposes; | in e-mail correspondence in the network; in network internal documents; on the programme and NCN web site; potentially also in promotional materials (published on-line and printed), including finally in the promotional video; | The Agency/Agencies responsible for arranging the event and the Programme Coordinator – NCN | to other Financing Agencies in the programme; the European Commission and to service providers (see opposite); some data are available on-line – made public; | to companies developing promotional materials and to companies printing such materials; the company servicing the web site; the company producing the promotional video; |
| telephone, e-mail, CV or biographic note; | in e-mail correspondence in the network; in network internal documents; | to other Financing Agencies in the programme | - |
| address of residence; account number, etc. (if the need arises to refund travel costs/pay remuneration); | to refund costs/pay remuneration; | in the internal documents of the Agency responsible for refund of costs/payment of remuneration; | The Agency/Agencies responsible for refund of costs/payment of remuneration; | Not specified | Not specified |
| **Event participants** | first and last name, affiliation; | for contact purposes; | in e-mail correspondence in the network; in network internal documents; | The Agency/Agencies responsible for event; | Not specified | Not specified |
| image; | for promotional purposes; | in network internal materials; on the web site and potentially in promotional materials (without personal identification); | The Agency/Agencies responsible for event; | Not specified | Not specified |
| **Persons registering for the event or placing cooperation offers in the Partner Search Tool on the web site** | first and last name, affiliation, e-mail address; | to organise events; to facilitate cooperation | in network internal materials; in the archive of the web site (registration form completed on-line) or on NCN’s web site (form completed on-line) | NCN – Programme Coordinator and the Agency responsible for organising the meeting | to other Financing Agencies in the programme and to service providers (see opposite); | to the company servicing the web site (registration forms on the web site); |
| **Quantum Community Stakeholders** | first and last name, affiliation, e-mail, image; | for contact and promotional purposes; | in e-mail correspondence in the network; in network internal documents; in the Partner Area; on the programme web site; in presentations promoting and informing about the programme; potentially also in promotional materials and in the promotional video; | NCN – Programme Coordinator and the Agency responsible for organising the given task; | to other Financing Agencies in the programme; the European Commission and to service providers; some data are available on-line (e.g. mapping of public policies reports) – made public; | to companies developing promotional materials and to companies printing such materials; the company servicing the web site; |