



# **Aveiro Tech City Living Lab**

**STATEMENT OF RESPONSABILITY**

# STATEMENT OF RESPONSIBILITY

(Rules for the protection and use of data provided by [Stakeholder])

## IDENTIFICATION OF THE DATA OWNER:

Entity 1: [Stakeholder]

Head office:

Representative:

As:

## IDENTIFICATION OF THE ENTITY AUTHORISED TO ACCESS THE DATA:

Entity 2: [One of the Project Partners of the Aveiro STEAM City project]

Head office:

Representative:

As:

The [Entity 1] is duly authorised, by means of a power of attorney granted for this purpose - attached to this Statement of Responsibility - to access the information identified below and relating to the [Stakeholder Customer].

The information (data) to be provided will be processed by [Entity 2] within the Aveiro Tech City Living Lab (ATCLL) and will be made available to the addressees of this open laboratory in accordance with the provisions of this Statement of Responsibility. ATCLL is promoted by the Municipality of Aveiro and included in the Aveiro STEAM City project (UIA03-084), co-funded by the European programme Urban Innovative Actions. The Aveiro STEAM City project is being implemented by a consortium of partners, led by the Municipality of Aveiro, which also includes Altice Labs, the Institute of Telecommunications - IT, the University of Aveiro, INOVARIA and CEDES - Associação para um Centro de Estudos em Desenvolvimento Sustentável.

## AUTHORIZATION DETAILS:

**Information provided:** description of the information that is accessed by the entity identified above. Example: energy consumption data by streets or street households.

**Purposes:** to which end the information given will be used: Example: Information processing, through analytical processes, to present aggregated indicators of annual energy consumption in the region.

**Addressees (third parties):** description of who can access the information after it has been processed (as set out in the purposes)

**Deadline for providing information:** defines until when Entity 2 and the Recipients can access the data

Entity 2 identified above declares that it is aware of the general conditions of supply of Information and undertakes not to use it for purposes other than those indicated above, nor to market, provide, transmit or assign it to third parties, in whole or in part, free of charge or against payment, except under the conditions indicated below, and it is prohibited to use such information for tax purposes (payment of taxes, duties or fees) or similar.

Furthermore, it states that in the event of transmitting or assigning the Information to a third party, in the exclusive pursuit of the purposes indicated above, the availability must be restricted to the area of interest, with due reservation that the consultation of the register does not affect the duty of direct consultation to the [Stakeholder] to confirm the accuracy and updating of data at the time of intervention.

Likewise, it declares that it is responsible for the compliance of the present conditions of Information transfer, by the personnel hired at its service and its collaborators, whatever the title of their collaboration is.

#### **GENERAL CONDITIONS FOR THE PROVISION OF INFORMATION:**

##### **a) Ownership of Information**

The Information provided is the property of [Stakeholder], who has the ownership rights to it, and constitutes Commercially Sensitive Information (ICS), belonging to [Stakeholder Customer], and is only granted the right to use it specifically for the aforementioned purposes. The use of the Information for purposes other than those identified above, its reproduction, marketing or transfer to third parties, even if free of charge, outside of the assumptions or without the express permission of [Stakeholder], is prohibited under the applicable legal terms and may involve civil and criminal liability. Such provision to a third party of part of the information provided or information processed that is not expressly referred to in this Disclaimer, either on an "open data" basis or by agreement between the parties, will always require the express prior agreement of [Stakeholder] / [Stakeholder Customer] and will be disclosed to [Stakeholder].

##### **b) Conditions of use**

[Stakeholder] is not liable to third parties, namely and by way of example, partners, service providers, users and customers, for damages caused as a direct or indirect consequence of the use of this Information (applications, data, etc.) in particular when carrying out interventions without confirming the accuracy and updating of the data.

The use of this Information by the recipients (users) of the ATCLL is also regulated in Annex III of the Rules for the Use of ATCLL.

**c) Privacy Policy**

[Entity 2] is committed and involved to compliance with personal data protection legislation, privacy and information security in order to protect personal data and the privacy of information provided by [Stakeholder], following the terms of data protection legislation in force in the European Union (the General Data Protection Regulation - GDPR).

[Entity 2] shall ensure that its employees respect the obligation of confidentiality set forth herein, not using confidential information or revealing it to third parties without due authorization.

The above paragraphs do not apply to information that:

1. Are legitimately obtained from a third party not bound by a confidentiality commitment to [Stakeholder];
2. Are already known to [Entity 2] at a time prior to its knowledge within the ATCLL , as evidenced by its archives;
3. Are already known to the public at the time of receipt of the information or become known to the public without non-compliance from [Entity 2].

The obligation of confidentiality assumed through this clause will be maintained for a period in accordance with the purpose for which they were collected.

The Data may be processed by sub-contractors by [Entity 2], in particular for the execution of services and/or technological support. In these scenarios only the data necessary for the provision of the service concerned will be provided to these subcontractors.

[place], [day] of [month] of [year]

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*Name of representative*

on behalf of [Stakeholder]

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*Name of representative*

on behalf of [Entity 2]