



Aveiro Tech City Living Lab

STATEMENT OF RESPONSABILITY
between Partners of the Aveiro Steam City Project Consortium

STATEMENT OF RESPONSIBILITY

(Rules for the protection and use of data between Partners
of the Aveiro Steam City Project Consortium within the Aveiro Tech City Living Lab)

Between (A):

1. [IT - Institute of Telecommunications] - having its registered office at [address], herein represented by [name], as [position], empowered for the act, called "[name partner 1 simplified]";
2. [ALB - Institute of Telecommunications] - having its registered office at [address], herein represented by [name], as [position], empowered for the act, called "[name partner 2 simplified]";
3. [CMA - Institute of Telecommunications] - having its registered office at [address], herein represented by [name], as [position], empowered for the act, called "[name partner 3 simplified]";
4. ...

And (B)

1. [UA - Institute of Telecommunications] - having its registered office at [address], herein represented by [name], as [position], empowered for the act, called "[name partner 1 simplified]";

The information (data) to be provided by the UA will be processed by [ALB] and [IT] and accessed without restriction by [CMA] within the Aveiro Tech City Living Lab (ATCLL) and will be made available to the recipients of that open laboratory in accordance with the provisions of this Disclaimer. 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, and implemented by a Consortium of 6 entities, 4 of which are involved in this Disclaimer. The Consortium, led by the Municipality of Aveiro, 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: environmental data collected by measuring station.

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

The entities [ALB], [IT] and [CMA] identified above declare that they are aware of the general conditions of supply of Information and undertake not to use it for purposes other than those indicated above, and not 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 that such information may not be used for tax (assessment of taxes, duties or fees) or similar purposes.

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 [UA] 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 [Customer of B], 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, commercialisation or transfer to third parties, even if free of charge, outside of the above conditions or without express authorisation from [UA], is prohibited under the applicable legal terms and may imply 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 the [AU] / [Client of B] and will be disclosed to the [AU].

b) Conditions of use

The [UA] shall not be 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

The [ALB], [IT] and [CMA] are 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 [following the terms of data protection legislation in force in the European Union (the General Data Protection Regulation - GDPR).

The [ALB], [IT] and [CMA] 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 either [AL], [IT] and [CMA];
2. Are already known to [AL], [IT] and [CMA] at a time prior to its knowledge within the ATCLL, as evidenced by its archives;
3. Are already public knowledge at the time of receipt of the information or become public knowledge without any of the [AL], [IT] and [CMA] having been breached.

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 of [AL], [IT] and [CMA], 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]

Name of representative

on behalf of [AL]

Name of representative

representing [IT]

Name of representative

on behalf of [CMA]

Name of representative

on behalf of [UA]