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POPD-requirement No.2



NEFERTITI

Networking European Farms to Enhance Cross Fertilisation and Innovation Uptake
through Demonstration

(POPD-Requirement no.2)



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Abstract

NEFERTITI Programme promotes the creation of interactive thematic networks related to the agriculture sector to promote knowledge, learning and the adoption of innovative techniques through the exchange of information between different actors and live demonstrations.



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Summary

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Summary

This deliverable report 9.2 is required by the European Commission who added a specific workpackage namely WP9 'Ethics'. D9.2 will provide detailed information on:

- 1) the procedures that will be implemented for data collection, storage, protection, retention and destruction and confirmation that they comply with national and EU legislation.
- 2) the informed consent procedures that will be implemented in regard to the collection, storage and protection of personal data must be submitted on request.

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Introduction





Introduction

NEFERTITI is subject to the EU General Data Protection Regulation 2016/679 (GDPR), as personal data of EU citizens will be processed to achieve the project's purpose. This regards:

1. Research data: information will be collected from farmers and other stakeholders specifically for the objectives of the project (i.e. primary data), and some existing information coming from AGRIDEMO F2F and PLAID will be re-used in NEFERTITI (i.e. secondary data). For this a data sharing agreement between the 3 projects has been approved by all partners and signed by the coordinators of the 3 mentioned projects (annex 1); part of this (primary and secondary) information relate to personal data as they contain characteristics that can allow identifying the individuals;
2. Management data: contact details of persons will be collected and used during the project for management (in WP8-Management) and communication (in WP7-Communication) purposes. Such data are:
 - (i) project's management data collected and processed by INRA Transfert and ACTA (for WP8) and any other partners, such as contact details and other personal information of NEFERTITI consortium partners and of NEFERTITI International Advisory Board members, including personal data collected for organising consortium meetings or WP workshops;
 - (ii) project's communication data collected and processed by NAAS (the partner responsible of WP7) for the project's communication and dissemination activities, such as contact details of stakeholders targeted by these activities;
 - (iii) specific communication data collected and processed by any NEFERTITI partner for the local stakeholders' workshops and local communication and dissemination activities of WP7, such as contact details and other personal information of stakeholders included in these activities;
 - (iv) human resources data in each partner, e.g. when recruiting short-term employees or trainees to work in the project.

The NEFERTITI project beneficiaries guarantee that all data collected during the project will be kept secure and unreachable by unauthorized persons. The data will be handled with appropriate confidentiality and technical security. The security measures are explained in detail in chapter 7 of D8.3 'Data Management Plan', submitted in June 2018.

In addition to the GDPR, national laws will be followed when they exist. For example, in France, the publication of data (e.g. in scientific publications) is subject to the national regulation on statistical confidentiality, implying that 'no results are published that concern fewer than three enterprises, nor any data where a single enterprise represents 85% or more of the total value obtained' (<https://www.insee.fr/en/information/2388575>). Since Serbia is a non-EU member, we would like to stress that there is existing legal framework that will be applied. All activities related to data protection will be performed in accordance with the Serbian Law on personal data protection (Official Gazette of RS no.97/2008, 104/2009, 68/2012 and 107/2012), which in Article 10 emphasizes that written consent to data processing is deemed to be valid if given by a person who has received prior information from the collector of the data. Article 15 of the same Law provides the details on what this prior information has to include (e.g. the identity of the interviewer, purpose of data collection/processing, how data will be used, who will use the data, is data provided on voluntary base, etc.).

All the work that will be conducted in Serbia will follow the procedures and criteria that have been set and are in accordance with: standards and guidelines of Horizon 2020 programme, EU legislation, national legislation in Serbia, professional standards and law of the Republic of Serbia, and Statute of BIOS.

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NEFERTITI partners will comply with the EU GDPR as regards the procedures for collection, storage, protection, retention, and destruction of personal data. Below, procedures for data collection are explained (in relation with GDPR Principle 1-‘Purpose limitation’ and 2-‘Accuracy and data minimisation’), followed by procedures for data storage (in relation with GDPR Principle 4-‘Security, integrity and confidentiality’), and by procedures regarding the future of data (in relation with GDPR Principle 3-‘Storage limitation’). Additional procedures in regards to data protection are explained in deliverable 8.3 ‘Data management plan’ and 9.1 ‘H-Requirement no. 1’.



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Procedures for data collection, storage and future of data





Procedures for data collection, storage and future of data

Procedures for data

The data collection aims at contributing to the project's objectives, namely to stimulate innovation, its adoption and knowledge exchange between actors through demonstration activities on commercial or experimental farms. This project establishes a web platform, offering broad dissemination of the demonstration farms directory and knowledge provided by the demonstrations.

With regards to research data, some primary data will be used in NEFERTITI, that is to say data that will be specifically produced for the project: they include raw data that will be collected through various means (a large-scale survey of farmers; qualitative interviews of farmers and other stakeholders; structured consultation of stakeholders that will take place in the annual demonstration campaigns), and generated data, namely various indicators or proxies that will be computed on the basis of the collected raw data. In addition, some secondary data will be used in NEFERTITI, that is to say data that already exists and that have been generated outside NEFERTITI for other purposes (e.g. data from previous research projects AgriDemo and PLAID).

As regards the processing of personal data in NEFERTITI, primary data will be collected from research participants (farmers and other stakeholders), so only adequate, relevant and limited data to what is necessary in relation to the project's objectives, will be collected. The data will be collected via a specific data collection to research participants (e.g. face-to-face interviews, online survey etc.) and not by harvesting existing data on internet (e.g. social networks).

Upon data collection, an information sheet will be provided to each research participant (explaining the objectives of the data collection, the use and the future of their information, and about their own rights)¹. In addition, research participants will be asked to sign a consent form prior to the data collection, in the specific cases it is necessary. The information sheet and template consent forms can be found in annex 2.

NEFERTITI partners will work together to comply with Principle 1 'Purpose limitation' and Principle 2 'Accuracy and data minimisation' of GDPR. More precisely, the primary data that will be collected from research participants (farmers and other stakeholders), the limitation and minimisation principles (Principles 1 and 2 of GDPR) will be followed: only adequate, relevant and limited data to what is necessary in relation to the project's objectives, will be collected.

The limitation and minimisation principles (Principles 1 and 2 of GDPR) as regards to secondary data will also be followed: only data that are needed for the project's analyses will be used. Partners will make sure that they have the appropriate authorisations for using and sharing secondary data and will comply with the provider's requirements and with the national and EU regulations regarding the current and future use of these data.

Concerning management data, here also Principles 1 and 2 of GDPR will be followed, and only information that is necessary for the project's management will be collected from individuals.

¹ 'Data subject' is the term used in GDPR. 'Research participants' are data subjects.



Procedures for data storage

Partners will comply with Principle 4 'Security, integrity and confidentiality' of GDPR for both research and management data, technical and organisational measures will be implemented for ensuring the security of the processing.

All research data, whether primary or secondary, that are not already publicly available, as well as management data, will be stored securely (with a minimum procedure of password-protected access; data encryption on computers is strongly recommended). The data will be transferred securely among NEFERTITI partners (only encrypted data will be transferred) when needed, and will not be transferred to third parties outside NEFERTITI consortium. No research data nor management data will be stored on personal (private) computers.

The secondary research data that will not be accessed remotely, as well as all primary research data and management data, will be stored in various places, depending on the data:

- (i) Some project's management data will be stored on the NEFERTITI collaborative platform with password-protected access only for those persons who legally have access;
- (ii) Some research and management data will be stored at SBB EUnet data center (as described in D8.3), which has very high security standards. For additional data security, BioSense Institute will run regular backup of all data on weekly basis. The data will be stored in the Institute's server. Both servers cannot be accessed by third parties, except dedicated BIOS's employees.
- (iii) Data that can be shared among consortia members will be presented on specific place on the NEFERTITI platform. Consortia members are able to access this part with emails and passwords. Some research and management data will be stored on the NEFERTITI researchers' computers, where researchers protect (at least by password protection; data encryption is strongly recommended) the access to their computer and to any file containing the data.

As regards research data containing personal information, data will be pseudonymised as soon as they are produced (for primary data) or received (for secondary data). Pseudonymised data are data where obvious identifiers (e.g. names and addresses) have been replaced with indirect identifiers (e.g. numbers) in the main data set and the indirect identifiers are then held with the obvious identifiers in a separate data set (known as the 'key'). This key table will be stored in a different place than the pseudonymised database, and will be accessible by one only person per partner, via secure access (encrypted or at least password-protected).

Each NEFERTITI partner will be responsible for the primary data that they will collect and for the secondary data that they will receive from external bodies. Each NEFERTITI partner will make sure, directly from these secondary data providers or indirectly from other NEFERTITI partners, that all authorisations are cleared to share and use the data within the NEFERTITI context (i.e. research purpose to achieve project's objectives). In the case of primary data from the large-scale farmers' survey (that will include personal data), BioSense will combine data from each partner in a single database that will then be made available to all partners in NEFERTITI: this implies that each partner will only transfer to BioSense files and documents which will be password protected. In the case of secondary data, BioSense is in charge of centralising the data that can be shared among NEFERTITI partners: this implies here also that each partner will only transfer to BioSense documents (files) which will be password protected.

All partners will have to define internal procedures through which a data can be modified or erased upon request by a data subject (GDPR Principle 5). Hence, databases should be organised in such a way that they can be queried. When such request arises for the data collected in the large-scale farmers' survey, the concerned partner will inform immediately BioSense who will modify the single combined database and inform in turn all other partners in NEFERTITI.

BioSense is responsible to provide the appropriate information system that is sufficiently secured for protecting and receiving the datasets from each partner, and sharing them to the other partners. Data is recommended to be encrypted when possible and transfers through emails will be avoided. Secured sites for file transfers (e.g. in the institutes) will be preferred. If, for any reason, attaching data files to emails cannot be avoided, then



the file containing the data will be protected by a strong password, which will be sent to the email recipient in a separate email.

No data produced and used in NEFERTITI will be transferred outside the project's consortium nor will be used outside the project's research objectives other than the sharing of Data between the projects AGRIDEMO F2F and PLAID which is clearly described in the data sharing agreement (annex 1). No commercial use of such data will be made by anyone.

Procedures for the future of data

1. As regards research data, it is agreed among NEFERTITI partners that primary data collected in NEFERTITI (including accompanying documents such as signed consent forms) will be kept on institutes' servers and/or scientists' computers for research use during the project, and during five years after the project has ended, afterwards they will be destroyed or archived. This is explained on the information sheet that will be provided to research participants (see Deliverable 9.2).

As explained in NEFERTITI Data Management Plan (Deliverable 8.3, paragraph 4), as many research data as legally possible will be made available in open access. NEFERTITI utilises the Creative Commons licence CC-BY 4.0. This licence allows distribution, reproduction, and derivative works, while at the same time, subjects are obliged to notice copyright and licence, to give proper credit to the project and state any changes that have been made to the original work.

As regards research data that will not be put in open access, archiving of data will be preferred, where possible, to data destruction, for historical and scientific interests of future generations. Secondary data provided by public or private sources may be governed by specific preservation or destruction conditions, and partners will comply with them. In case they are archived (and not destroyed), personal primary data of the project will be archived in their pseudonymised form in the long term, on specific institutional archive files.

2. As regards management and communication personal data, such data will be destroyed by all partners with appropriate procedures five years after the project has ended. Unless data have to be kept for archival purposes in order for a partner to comply with national or EU legislation.

Details of the data transfer

Data transfer to and from end-users (including transfer of sensitive data if allowed) is performed encrypted, either sent by encrypted ZIP or RAR files, or download directly as web-based services from servers (e.g. GeoServer). In any case strong password (more than 30 randomly generated characters in order to prevent dictionary or brute force attacks) is required for accessing transferred dataset and passwords must be sent separately from the dataset (preferably using also different channels of communication e.g. SMS, Viber, WhatsApp).

Prior to the sharing for the analysis all data containing sensitive personal information has to be anonymized. Anonymization refers to removing any identifier that can reveal identity of the participants both from data and metadata. More info on data transfer can be found in paragraph 5 of Deliverable 8.3 Data Management Plan.

We confirm that some data that will be used in NEFERTITI, are publicly available such as some aggregated national data; some administrative regional information. The other secondary data that will be used in NEFERTITI will be used after having received the appropriate authorisations (e.g. data from previous research projects like AgriDemo and PLAID if they are not publicly available), which will be kept on file.

Inventory data, which farmers have consented to make public, will be available for re-use, from the moment the inventory goes live (both on the NEFERTITI and FarmDemo platform), expected between July 2018 – September 2018. Data will be made available under a Creative Commons license, indicating that the data is free to be re-used, as long as the source of the data is specifically mentioned, and only if data is to be used for non-commercial purposes. Data re-use will be permitted following the CC-license indicated under 6.2.

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For the inventory data, during the course of the project a quality check is provided by consortium member's partners, who review the data which is submitted by participating farmers and organisations.

Also users who complete their information in the inventory through the FarmDemo-Hub, will be asked to register, so that data can be up-dated by the registered user. The FarmDemo-Hub, and the associated inventory data, will be maintained until 2021 by USC (WP7 leader in AgriDemo-F2F). After that time, public data will remain available for re-use, and depending on possible future projects, may be maintained elsewhere.

Details of the informed consent procedures

The use-cases will involve only voluntary participants aged 18 or older, who will be informed on the nature of their involvement and on the data collection/retention procedures through an informed consent form before the commencement of their participations. Informed consent will follow procedures and mechanisms compliant with European and national regulations in the field on ethics, data protection and privacy. Only participants that, according to the relevant law, are capable of providing informed consent will be selected.

More detailed information on the informed consent can be found in paragraph 3.2 of D9.1'H-requirement no.1', submitted in June 2018. The information sheet and template consent form can be found in annex 1.

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Conclusion



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Conclusion

NEFERTITI partners will comply with the GDPR, which requests specific procedures for any processing of personal data. All persons within the NEFERTITI consortium commit with all what is written in this deliverable D9.2, in deliverable D9.1 and in the project's DMP (Deliverable 8.3) The partners' main contacts will ensure that all persons in their team commit. Furthermore, all partners within the NEFERTITI consortium have agreed on the sharing of Data: as PLAID and AGRIDEMO collected a lot of data on demo-farms (Inventory of Demo-Farms) that will be used by NEFERTITI and the other way around. The data sharing agreement can be found in Annex 1.

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Annex

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Annex 1 Data sharing agreement

Data sharing agreement between the H2020 projects AgriDemo, PLAID and NEFERTITI. The agreement will be signed before the end of 2018.



DATA SHARING AGREEMENT

- (1) **EV-ILVO**, coordinator of the Horizon 2020 funded project, “AGRIDEMO F2F”, having its registered office at Burg. V Burg. Van Gansberghelaan 92 bus 2, 9820 Merelbeke, Belgium (hereinafter referred to as “**EV-ILVO**”);
- (2) **THE JAMES HUTTON INSTITUTE**, coordinator of the Horizon 2020 funded project, “PLAID”, a company limited by guarantee (Registered Company Number SC374831) and also a registered charity (registration number SC041796), and having its registered office at Invergowrie, Dundee, Scotland, DD2 5DA (hereinafter referred to as “**Hutton**”); and
- (3) **ACTA**, coordinator of the Horizon 2020 funded project “NEFERTITI”, having its registered office at 149, rue de Bercy, 75595 Paris cedex 12 (hereinafter referred to as “**ACTA**”).
- (4) **USC**, partner of the Horizon 2020 funded project, “AGRIDEMO F2F”, having its registered office at xx (hereinafter referred to as “**USC**”);
- (5) **Biosense**, partner of the Horizon 2020 funded project, “NEFERTITI”, having its registered office at xx (hereinafter referred “**Biosense**”)

Each, a “Party”, and, together, the “Parties”.

WHEREAS

- A. EL-ILVO, Hutton and ACTA are, respectively, coordinators on Horizon 2020 funded projects entitled “AGRIDEMO”, “PLAID” and “NEFERTITI”, (each a “Project” and together the “Projects”).
- B. USC and Biosense are, respectively, partners of the Horizon 2020 funded projects entitled “AGRIDEMO”, and “NEFERTITI”, and responsible for handling the Data within each of these projects.
- C. The Parties respect the principles of open data and will make the Public Data (as defined below) gathered in each Project open, interoperable and reusable in the future by everyone.
- D. The Parties wish to share the Data (as defined below) within the European Economic Area on Term (as defined below) set out in this Agreement.

THE PARTIES HEREBY AGREE AS FOLLOWS:

1. Definitions

1.1. In this Agreement the following words and phrases shall have the following meanings:



“Authorised Persons”	Means the Parties’ employees, agents, contractors and Project Partners who are permitted to access the Confidential Information on a need to know basis.
“Confidential Information”	Information disclosed by the Parties to each other including, but not limited to the Data and/or this Agreement, which is either designated as confidential or which ought to be reasonably regarded as confidential.
“Data”	Means the data gathered in each Project (including, but not limited to the Public Data and the Research Data).
“Data Controller”	Has the meaning given to it in the General Data Protection Regulation (EU) 2016/679.
“Data Subject”	Has the meaning given to it in the General Data Protection Regulation (EU) 2016/679.
“FarmDemoHub Platform”	Means the peer-to-peer learning platform for the commercial farming community available at https://farmdemo.eu .
“Intellectual Property Rights”	Any patents, rights to inventions, copyright and related rights, moral rights, trade marks and service marks, trade names, domain names, rights to goodwill, rights in designs, rights in computer software (including source code and object code), database rights, rights in confidential information (including know-how and trade secrets), plant breeder’s and plant variety rights, and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and similar or equivalent rights which subsist or will subsist now or in the future in any part of the world.
“NEFERTITI Platform”	Means the peer-to-peer learning platform for the commercial farming community available at https://nefertiti-h2020.eu .
“Personal Data”	Has the meaning given to it in the General Data Protection Regulation (EU) 2016/679.
“Project Partners”	Means the other organisations who are collaborating on each Project. A list of each Party’s Project Partners is included at Schedule of this Agreement.
“Public Data”	Information which relates to organisations or individuals who have signed an informed consent notice for the Public Permitted Purpose.
“Public Permitted Purpose”	Development and maintenance of FarmDemoHub Platform and the NEFERTITI Platform to make the Public Data open, interoperable and reusable in the future for everyone



“Research Data”	Information which relates to organisations or individuals who have agreed to the use of such information for the Research Permitted Purpose only.
“Research Permitted Purpose”	Development and maintenance of the Projects’ databases which are not publicly available.
“Term”	Means five (5) years after the end of Agridemo and PLAID Projects.

2. Data Sharing Principles

- 2.1. This Agreement sets out the framework for the sharing of the Data between the Parties as Data Controllers. It defines the principles and procedures that the Parties shall adhere to and the responsibilities the Parties owe to each other.
- 2.2. The Parties agree to only share: (a) the Public Data for the Public Permitted Purpose; and (b) the Research Data for the Research Permitted Purpose, (the “Agreed Purposes”). The Parties shall not share the Data in a way that is incompatible with the Agreed Purposes.
- 2.3. Each Party must ensure compliance with applicable national data protection laws at all times during the Term of this Agreement.

3. Transfer of Data

- 3.1. A Party sharing Data (the “Disclosing Party”) with another Party (the “Receiving Party”) must ensure that the Data is sent to the Receiving Party securely.
- 3.2. The Disclosing Party must clearly identify whether the Data being shared is Public Data or Research Data.
- 3.3. Where the Data contains Personal Data, the Disclosing Party shall ensure that it: (a) provides clear and sufficient information to the Data Subjects, in accordance with applicable national data protection laws, of the purposes for which it will share their personal data and such other information as is required; and (b) has obtained the Data Subjects’ consent to such sharing.
- 3.4. Each Party reserves the right to decline to share Research Data with another Party provided that the Party in question explains in writing to the other Parties why the Research Data is not being shared, as far as it is legally permitted to do so. Public data will be shared since each Party commit to make the Public Data gathered in each Project open, interoperable and reusable in the future by everyone.



3.5. The Receiving Party must ensure that the Data is accessed only by Authorised Persons and used for the Agreed Purposes only.

4. Data Subjects' Rights

4.1. The Parties each agree to provide such assistance as is reasonably required to enable the other Party to comply with requests from Data Subjects to exercise their rights under applicable national data protection laws within the time limit imposed by such laws.

5. Retention and Destruction of Data

5.1. On the earlier of: (a) the completion of the use of Data by the Receiving Party; or (b) at the written request of the Disclosing Party, all copies of the Data must be destroyed by the Receiving Party. The Receiving Party shall certify in writing to the Disclosing Party that it has complied with the requirements of this Clause.

5.2. The Receiving Party shall not retain or process the Data for longer than is necessary to carry out the Agreed Purposes.

5.3. Notwithstanding Clauses 5.1 and 5.2, the Parties shall continue to retain Data in accordance with any statutory or professional retention periods applicable in their respective countries.

6. Data Security and Confidentiality

6.1. In addition to the general confidentiality obligations detailed in Clauses 6.2 and 6.3 below, the Parties undertake to have in place throughout the Term appropriate technical and organisational security measures to: (a) prevent: (i) unauthorised or unlawful processing of the Data; and (ii) the accidental loss or destruction of, or damage to, the Data; and (b) ensure a level of security appropriate to: (i) the harm that might result from such unauthorised or unlawful processing or accidental loss, destruction or damage; and (ii) the nature of the Data to be protected.

6.2. Subject to Clause 6.3 below, the Receiving Party undertakes at all times to keep confidential and not to disclose to any third parties without the Disclosing Party's prior written consent, any Confidential Information belonging to Disclosing Party. The Receiving Party shall procure that its Authorised Persons shall keep confidential all Confidential Information belonging to the Disclosing Party.

6.3. Nothing contained in this Clause 6 shall prevent the Receiving Party from disclosing any Confidential Information: (a) that is in the possession of the Receiving Party prior to its disclosure, providing that the Receiving Party can prove such prior possession by way of written evidence to the reasonable satisfaction of the Disclosing Party; (b) which is or



comes into the public domain other than by a breach of this Agreement; (c) which is, after the date of disclosure, received in good faith from an independent third party otherwise than in circumstances where the third party is subject to other obligations of confidentiality in respect of such information; (d) which is developed by or for the Receiving Party independently of the information disclosed by the Disclosing Party; or (e) () which requires to be disclosed by appropriate law or government direction, the Receiving Party, acting reasonably, considers that none of the exemptions contained in the relevant legislation apply to the information disclosed.

7. Data Breaches

7.1. The Parties shall each comply with its obligation to report a Personal Data Breach to the appropriate supervisory authority and (where applicable) Data Subjects and shall each inform the other Party of any Personal Data Breach irrespective of whether there is a requirement to notify any supervisory authority or Data Subject.

7.2. The Parties agree to provide reasonable assistance as is necessary to each other to facilitate the handling of any Personal Data Breach in an expeditious and compliant manner.

8. Ownership of Intellectual Property Rights

8.1. All Intellectual Property Rights in each Party's Data shall remain the property of that Party. The disclosure of the Data by the Disclosing Party does not give the Receiving Party any licence or right in respect of that Data beyond the rights expressly set out in this Agreement.

8.2. The Disclosing Party hereby grants to the Receiving Party a non-exclusive, royalty-free, revocable licence to use the Disclosing Party's Intellectual Property Rights in and to the Data for the Agreed Purposes.

8.3. The Disclosing Party does not make any express or implied warranty or representation concerning its Data (including, but not limited to, the accuracy or completeness of the Data).

8.4. The provisions of this Clause 8 (but not Clause 8.2) shall survive termination of the Agreement by whatever means.

9. Liability

9.1. Subject to Clause 8.3, and to the fullest extent permitted by law, the Disclosing Party excludes liability for the failure of the Data to provide specific, expected or anticipated results.



9.2. No Party shall be liable to another Party for any loss of profit, loss of income, loss of goodwill, loss of business or loss of anticipatory savings or for any indirect, consequential or special loss howsoever arising.

9.3. No Party excludes or limits its liability to another Party for: (a) death or personal injury arising from its own negligence; (b) fraud or fraudulent misrepresentation; (c) breach of statutory duty; or (d) any matter for which it would be unlawful for the Parties to exclude liability.

10. Termination

10.1. Without affecting any other right or remedy available to it, any Party may terminate the Agreement with immediate effect by giving written notice to the other Parties if any of the Parties:

10.1.1. commit a material breach of any term of the Agreement and (if such a breach is remediable) fail to remedy that breach within 30 days of being notified in writing to do so;

10.1.2. take any step or action in connection with entering administration, provisional liquidation or any composition or arrangement with their creditors, being wound up, having a receiver appointed to any of their assets or ceasing to carry on business;

10.1.3. suspend, or threaten to suspend, or cease to carry on all or a substantial part of their business;

10.1.4. financial position deteriorates to such an extent that in the terminating Party's opinion, the other Party's capability to adequately fulfil their obligations under the Agreement has been placed in jeopardy; or

10.1.5. undergo a change of control.

11. Modification and Amendment

11.1. No variation or amendment of this Agreement shall be effective unless it is in writing and executed by authorised representatives of all Parties.

12. No Assignment

12.1. No Party to this Agreement may assign their rights, duties or obligations under this Agreement, either in whole or in part, without the prior written consent of the other Parties.

13. Waiver

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13.1. A waiver of a breach of any of the terms of this Agreement or a default under this Agreement does not constitute a waiver of any other breach or default and shall not affect the other terms of this Agreement, nor will it prevent a Party from subsequently requiring compliance with the waived obligation.

14. Notice

14.1. Any notice, request or consent under this Agreement shall be in writing and shall be sufficiently served if sent to another Party’s registered or principal office.

15. Counterparts

15.1. This Agreement may be executed in any number of counterparts. Where executed in counterparts this Agreement shall not take effect until all the counterparts have been delivered to all Parties.

16. Entire Agreement

16.1. This Agreement constitutes the entire Agreement and understanding between the Parties with regards to sharing the Data.

17. Governing Law

17.1. This agreement is governed by and shall be construed in accordance with the Belgian law and is subject to the jurisdiction of the competent courts of Belgium. The invalidity, illegality or unenforceability of any provision of this agreement shall not affect the continuation in force of the remainder of this agreement.

EXECUTED by the Parties

SIGNED BY:

For and on behalf of EV-ILVO

Name:

Position:

SIGNED BY:

For and on behalf of The James Hutton Institute

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**Networking European Farms to Enhance Cross Fertilisation and Innovation Uptake
through Demonstration**
(POPD-Requirement no.2)



Name:

Position:

SIGNED BY:

For and on behalf of ACTA

Name:

Position:

SIGNED BY

For and on behalf of USC

Name:

Position:

SIGNED BY

For and on behalf of BIOSENSE

Name:

Position:

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Schedule Project Partners

1. EV-ILVO's Project Partners

[insert]

2. The James Hutton Institute's Project Partners

[insert]

3. ACTA's Project Partners

[insert]

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Annex 2 Information sheet + Consent form

Informed consent:

A) Farm survey

General consent before the survey is opened:



The screenshot shows the top navigation bar of the FarmDemo website with links for Home, Demo-Farmer? Participate!, Innovation actor? Participate!, Search Farms, and Events. A language dropdown menu is set to English. Below the navigation is a banner image with the text "ARE YOU A FARMER? Join our community, fill in short questionnaire!". The main content area is titled "INTRODUCTION" and contains the following text:

We would like to grow an agricultural community, committed to sharing experiences about and through farm demonstration. Many farmers, throughout Europe, in all sectors of agriculture, have innovations and agriculture experiences that would be useful to neighbours near and far. We can share these through demonstration.

FarmDemo will connect like minded individuals and share agricultural knowledge through the FarmDemo networks and the FarmDemo Hub. The online FarmDemo Hub will not only be a point of contact, but will also allow access to videos, case studies and best practices for demonstration activities. These resources together with the practical FarmDemo networks will help to improve farming demonstration throughout the agricultural communities of Europe.

NEFERTITI, as a FarmDemo partner, will establish 45 regional clusters (hubs) that brings together a wide range of demo-farmers and involved innovation actors (farmers, advisors, education, NGOs, researchers, and industry) working on a given topic. These clusters (hubs) are organised in 10 thematic networks, representing key concerns within the main agricultural sectors in Europe. Three annual demonstration campaigns (2019-2020-2021) will be organised in the 45 European hubs. Joining the network will give you access to all demonstration (and related) activities organised in the hubs.

To be part of the FarmDemo community, we ask you to complete a short survey providing contact information and demonstration activities past, present and future. It takes about 10 minutes to complete.

Participation is completely voluntary and you are free to withdraw your data at any time, without having to give a reason. You will be asked to confirm which pieces of contact information can be made public, and which ones should be kept anonymous.

Please check the Informed consent here.

If you have any questions please contact laure.triste@ilvo.vlaanderen.be.

Please tick here to indicate you have read, understood and agree with the informed consent.

(For more information on the projects involved please visit the project websites listed on the homepage of FarmDemo, farmdemo.eu)

The footer of the page features a silhouette of a farmer with a dog and a cow, and the copyright notice: © 2018 - Nefertiti Web Portal



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Along with every “sensitive” question, the additional consent for data publishing is needed:

* Farm name or network of farms

I agree that this information can be made public.

* Address of farm

I agree that this information can be made public.

* Town where farm is located

I agree that this information can be made public.

* Country in which farm is located

I agree that this information can be made public.

* How many full-time employees does your farm/company have?

I agree that this information can be made public.

* What is the approximate size of your farm in ha?

I agree that this information can be made public.



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Contact information for the farm

* Name of the farmer (or other contact person of the farm)

I agree that this information can be made public.

* Email

I agree that this information can be made public.

I agree that visitors of FarmDemo hubs and platforms can contact me through a contact request field without seeing my email-address

Phone number (optional)

I agree that this information can be made public.

Please give social media links (if available)

I agree that this information can be made public.

Web site

Facebook

Twitter

Instagram

LinkedIn

Before the submission, the privacy statement is again displayed and consent is asked:

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PRIVACY STATEMENTS

Thank you for taking the time to complete this questionnaire, in doing so you:

- I agree that the indicated contact information, my farm information and my topics of demonstration activities will be made available in the FarmDemo hubs and platforms, except if indicated otherwise.
- I agree that the information may be used for research purposes.
- I confirm that the information I have entered is my own personal information, or I have been given authority to submit this information by its owners.
- I understand that I can ask questions or withdraw my information from the survey at any point by contacting laure.triste@ilvo.vlaanderen.be.

Send survey data

You must fill in all mandatory fields.

B) For innovation actor survey:

General consent before the survey is opened:



INTRODUCTION

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FarmDemo will connect likeminded individuals and share agricultural knowledge through the FarmDemo networks and the FarmDemo Hub. The online FarmDemo Hub will not only be a point of contact, but will also allow access to videos, case studies and best practices for demonstration activities. These resources together with the practical FarmDemo networks will help to improve farming demonstration throughout the agricultural communities of Europe.

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You can see a detailed description of each FarmDemo network [here](#).

With this questionnaire we would like to identify regional and national innovation actors. Such actors will help to build an EU network of demonstration-farmers. Activities of demonstration, transnational knowledge and experience exchange will then be put together, enhancing cross-fertilisation and interaction within and between the network.

To be part of the FarmDemo community, we ask you to complete a short survey providing contact information, farm description and demonstration activities past, present and future. It takes about 10 minutes to complete.

Participation is completely voluntary and you are free to withdraw your data at any time, without having to give a reason. You will be asked to confirm which pieces of contact information can be made public, and which ones should be kept anonymous.

Please check the [Informed consent](#) here.

If you have any questions please contact laure.triste@ilvo.vlaanderen.be.

Please tick here to indicate you have read, understood and agree with the informed consent.



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Along with every “sensitive” question, the additional consent for data publishing is needed:

ORGANISATION INFORMATION

* Type of your organisation

I agree that this information can be made public.

* Name of organisation

I agree that this information can be made public.

Location of the organisation

* Address

I agree that this information can be made public.

* Town

I agree that this information can be made public.

* Country

I agree that this information can be made public.



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Contact information for the organisation

* Name of the contact person of the organisation

I agree that this information can be made public.

* Email:

I agree that this information can be made public.

I agree that visitors of FarmDemo hubs and platforms can contact me through a contact request field without seeing my email-address

Phone number (optional)

I agree that this information can be made public.

Please give social media links (if available)

I agree that this information can be made public.

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