

TEMPLATE

(Note: words in italics are instructions to the user who has to adapt the template to the situation at hand)

COLLABORATIVE DOCTORAL PARTNERSHIP AGREEMENT

The **Joint Research Centre of the European Commission**, located at Rue de Champ de Mars 21, B-1050 Brussels, Belgium represented for the purpose of signing this agreement by Stephen Quest, Director General of the Joint Research Centre, duly entitled to sign,

(hereinafter referred to as ‘**the JRC**’),

and

[name of the counterparty to be added], with the registered address at [to be added], [further identification of the counterparty as necessary to be added], represented for the purpose of signing this agreement by [name of the signing person to be added], [function of the signing person to be added], duly entitled to sign,

(hereinafter referred to as the Higher Education Institution (HEI)) .

Hereinafter referred to individually as ‘**the Party**’ or collectively as ‘**the Parties**’.

PREAMBLE

WHEREAS:

(description of factual background)

[to be added] is a Higher Education Institution (HEI), whose mission is to support the cooperative research in the field of [to be added].

As the science and knowledge service of the European Commission, the Joint Research Centre's mission is to support EU policies with independent evidence throughout the whole policy cycle.

Through its Directorate [to be added] in [to be added], the JRC conducts research in the field of [field relevant for the envisaged collaboration to be added].

The importance of science-based evidence for policy making is increasingly recognised by decision makers and finds resonance in research and academia. In order to enhance the science-policy link, the JRC has launched a call for expression of interest to HEI in order to conclude collaborative doctoral partnership (CDP) schemes with selected institutions.

The objective of the CDP is to establish strategic collaborations in these fields with higher education institutions characterised by research excellence and international reputation in the field in order to:

- train a new generation of doctoral students in science and technology with a focus on the science-policy interface, able to understand the research needs at different stages of the policy cycle, capable of providing scientific support to policy and of using transferable skills in science communication and knowledge management;
- co-develop, co-host and co-supervise doctoral studies between higher education institutions and the JRC;
- strengthen collaboration between the JRC and higher education institutions by promoting mutual enhancement of related skills and competences, combining existing knowledge and capacities, and enhancing networking in key scientific areas.

[name of the HEI to be added] has replied to the call for expressions of interest in the field of [to be added] and has been selected by the JRC.

[other background information to be added if appropriate].

[Sentence to be added if there is already an ongoing collaboration instrument on the same topic between the Parties: The [name of the instrument to be added] No [to be added] signed between the Parties on [date to be added] does not apply to the present collaboration under the CDP.]

THE PARTIES HAVE AGREED AS FOLLOWS:

ARTICLE 1 – OBJECTIVES OF THIS COLLABORATIVE DOCTORAL PARTNERSHIP AGREEMENT

- 1.1** The general objective of this Collaborative Doctoral Partnership Agreement (hereafter referred to as "Agreement") is to lay down the rights and obligations of the Parties relating to the CDP in the field of [to be added].
- 1.2** In order to fully achieve the objective of this Agreement, the Parties will take the following actions in the frame of the CDP: *(please add actions as appropriate for your envisaged collaboration as per Annex A)*
- a. Co-design and co-supervise PhD programmes.
 - b. Support the training of doctoral students, scientists, engineers and technical experts, if necessary for the execution of the CDP.
 - c. Participate in the execution of on-going programs, projects and related activities of mutual interest to the Parties.
 - d. [Any other action to be added].
- 1.3** In case of joint projects in accordance with Article 1.2, the Parties may, prior to commencing a project and on a case-by-case basis, conclude a Specific Written Agreement (hereinafter referred to as '**the SA**'), detailing the specifics of the joint project and which shall in particular cover any necessary technical and legal (including the responsibilities of each Party and intellectual property rights) aspects.
- 1.4** The duration of the SA may exceed the duration of this Agreement with a maximum of six months provided that the execution of tasks under the SA has started during the duration of this Agreement. All provisions of this Agreement shall be applicable mutatis mutandis to the SA, unless derogated by specific provisions according to Article 1.5 of this Agreement.
- 1.5** In case of conflict between the provisions of the SA and this Agreement, the provisions of the Agreement will prevail unless the conflicting provision in the SA is introduced by the phrase "*By derogation from the Collaborative Doctoral Partnership Agreement ...*" in which case that provision of the SA prevails over this Agreement. However, the Parties may not derogate from the following Articles of this Agreement: 1.4, 1.5, 2, 3, 7, 11 and 12.

ARTICLE 2 – RESPONSIBILITIES OF PARTIES

- 2.1** Each Party will be responsible for its personnel in relation to activities undertaken pursuant to this Agreement. For the purposes of this Agreement, ‘**personnel**’ shall mean all persons associated with one Party, including (i) employees, (ii) guest researchers, (iii) persons under contracts similar to employment contracts, (iv) for the HEI, doctoral students and (v) any other persons whose actions can be reasonably attributed to that Party. When the doctoral student has an active employment contract with one Party, he/she is considered as an employee of that Party.
- 2.2** As part of the collaborative scheme, both Parties agree on a multi-annual work plan defining the outline of the planned research activities and possible PhD topics (Annex A). Depending on resources which shall be reviewed on an annual basis by both Parties, the decision for publishing doctoral research positions will be taken.
- 2.3** For each doctoral position, a detailed work plan will be established with the JRC. It will contain in particular:
- the location and duration of stay at the HEI and the JRC (any long-term transfer from one JRC site to another is excluded)
 - the modalities for the co-supervision of the doctoral student, including the name of the supervisors who are responsible for supervising the doctoral student during the PhD at the respective hosting site
 - the number of courses to be attended, if any
 - the expected output of the doctoral student, defining the number of publications which must be accepted or submitted in case of a publication-based thesis or expected format of a PhD thesis in case of thesis-based system
 - programme/semester structure
 - award of the final degree
 - indication of experimental and laboratory work (if any) to be performed at the JRC and the HEI.
 - [to be added]

The modalities for the co-supervision of the doctoral student will take into account the applicable rules at the HEI insofar as compatible with the rules applicable at the JRC, in particular the Staff Regulations (SR) and Conditions of Employment of Other Servants of the EU (CEOS)¹.

- 2.4** For each doctoral position, an open call for expression of interest shall be published, regardless of where the doctoral student starts working first. The procedure for the selection of the doctoral student is defined in Annex B.

¹ Regulation CEE, Euratom, CECA of the Council No 259/68, as modified by Regulation EU, EURATOM of the Council and of the European Parliament of 22.10.2013 No 1023/2013 (JO L 287/15 of 29.10.2013).

- 2.5 During his/her stay at the JRC, the doctoral student will be employed by the JRC as a Grant-holder pursuant to the "Administrative rules of 30.10.2012 applicable to the recruitment of Grant-holders under national law contracts within the framework of the research programmes managed by the JRC" (GH Rules)² or any future rules that will replace the GH Rules. The national law of the JRC site where the Grant-holder will be based shall apply to his/her contract of employment with the JRC. The doctoral student will spend a minimum of 12 months and, if allowed by the applicable national law of the respective JRC site, a maximum of 24 months at the JRC. Any long-term transfer from one JRC site to another is excluded. A maximum of one employment contract will be concluded between the JRC and the doctoral student under the frame of the CDP.
- 2.6 The Parties agree to inform each other of any event that may affect the performance of the multi-annual work plan, including, in particular, the withdrawal of a doctoral student from his/her PhD programme.

ARTICLE 3 – LIABILITY

- 3.1 Any loss, damage or injury of non-nuclear origin suffered by one Party in connection with the performance of this Agreement shall be borne exclusively by it. If the loss, damage or injury is caused by a person invited by one Party, the sending Party will be liable for it.
- 3.2 Each Party shall be exclusively liable for any loss, damage or injury of non-nuclear origin caused by its personnel to third parties, arising out of the performance of this Agreement.
- 3.3 Each Party shall indemnify the other Party for all liability in respect of any action for damages brought by third parties and caused by their respective personnel in the course of the performance of this Agreement.
- 3.4 Any liability for loss, damage or injury of nuclear origin will be determined by the legislation of the state in which the installation, which is at the origin of the loss, damage or injury, is located.

ARTICLE 4 – COORDINATION AND OVERSIGHT

- 4.1 The Parties shall establish a Steering Committee to co-ordinate the research work. The Steering Committee shall meet at least once a year to evaluate past activities, develop detailed plans for future co-operative projects, draft the annual report and discuss any matter concerning the implementation of this Agreement. To this end, each Party shall designate one person to serve as its co-ordinator with responsibility for the respective planning. The co-ordinators may nominate other suitable persons to represent them or to attend meetings. The meetings are prepared by the co-ordinators.

² https://ec.europa.eu/jrc/sites/jrcsh/files/jrc_granholder_rules.pdf

4.2 The co-ordinator for the JRC shall be [name and contact details to be added].

The co-ordinator for [to be added] shall be [name and contact details to be added to be added].

4.3 All notifications and correspondence under this Agreement shall be sent to the co-ordinators.

4.4 The Parties shall communicate to each other in writing any changes with regard to the above-mentioned co-ordinators.

ARTICLE 5 – PROGRESS OF THE WORK, MEETINGS

5.1 The Parties shall maintain the right to check on the spot the progress of the work forming the subject matter of this Agreement and to make any observation or suggestion, which they may deem appropriate.

5.2 Each Party shall draw up and make available to the other Party any documents necessary to establish the progress of the work forming the subject matter of this Agreement.

5.3 The Parties shall attend any meeting convened by mutual agreement in order to establish the state of progress of work already completed and, where appropriate, to change the subsequent course of the work in the light of the results achieved.

5.4 If one Party foresees or notices a change in implementing the multi-annual work plan or detailed work plan of the doctoral position, it will inform the other Party as soon as possible, stating the nature, likely duration and foreseeable effects.

ARTICLE 6 – REPORTS

The Parties shall consult each other to establish together the following reports for each joint project undertaken under this Agreement. In the absence of agreement thereon, each Party shall draw up separate reports.

a) **Annual progress reports**

These reports shall describe:

- the status of work at the start of the reporting period,
- an overview of the work executed at the hosting institution,
- an overview of the results obtained during that period,
- the work programme planned for the subsequent period.

b) Final report

This report shall:

- describe the whole of the work and research carried out,
- describe the results obtained in performance of this Agreement,
- contain a summary of the principal work carried out and results obtained.

ARTICLE 7 – FUNDS

7.1 All activities conducted pursuant to this Agreement shall be subject to the availability of funds, personnel and other resources as well as to the applicable laws and regulations, policies and programmes of each Party.

7.2 Each Party shall bear the cost of any expenditure it incurs relating to the performance of its tasks under this Agreement. There will be no transfer of money between the Parties in connection with this Agreement.

ARTICLE 8 – PROTECTION OF THE RESULTS OF THE COOPERATION

8.1 For the purposes of this Agreement:

- “Intellectual Property Rights” means patents, copyrights and related rights, trademarks, know-how or other intellectual property rights, which protect the creations of the mind, such as literary and artistic works, inventions, computer programs, data or databases.
- “Background” means any data, know-how or information, whatever its form or nature (tangible or intangible), including any rights such as intellectual property rights which are held by a Party prior to the conclusion of this Agreement, or generated or obtained by a Party outside the scope of this Agreement.
- “Results” means any (tangible or intangible) output arising from the execution of the objectives set out in this Agreement, such as documents, reports, data, information or knowledge, whatever its form or nature, whether it can be protected or not, as well as any rights attached to it, including Intellectual Property Rights.

8.2 Each Party will remain the sole owner of its Background, even if communicated to the other Party under this Agreement for the purposes of use during the course of this Agreement.

Parties agree to grant each other rights of use on the Background on a non-exclusive, royalty-free and non-transferable basis for internal and non-commercial purposes only, for the performance and the duration of this Agreement.

8.3 The Results and all Intellectual Property Rights pertaining thereto, created in and for the performance of this Agreement shall belong to the Party whose Personnel created it. The owning Party shall have the right to use, exploit, assign or dispose of the Results at its own will and discretion, unless otherwise provided for in this Agreement.

8.4 By derogation to Article 8.3, Results created by a doctoral student during the term of this Agreement shall belong to the HEI [and/or the doctoral student], in accordance with the internal intellectual property policy of the HEI, regardless of whether the doctoral student was employed by the JRC or the HEI. For this purpose, the HEI shall inform the JRC about the existing intellectual property arrangements it has concluded with the doctoral student.

Nevertheless, if the Results created by the doctoral student consist of improvements or updates of existing software or modelling owned by the JRC, Intellectual Property Rights pertaining thereto shall belong to the JRC.

8.5 Upon termination or expiry of this Agreement, Parties shall send each other a declaration including the list of Intellectual Property Rights attached to the Results which they have created in and for the performance of this Agreement.

Parties agree to grant each other rights of access and use for such IP on non-exclusive, royalty-free and non-transferable basis for internal and non-commercial purposes only.

8.6 Parties shall put in place appropriate means to ensure their ownership of or rights in the Results to the extent necessary for the exercise of their duties and obligations under this Agreement, subject to the maximum achievable extent under the applicable law.

8.7 In case the owning Party decides to waive or abandon its Intellectual Property Rights on the Results it owns, or decides not to protect such Results, whether patentable or not, it undertakes to inform the other Party of its decision. The other Party may decide to pursue the protection of such IP by itself, in its own name and through its own means. For this end, Parties undertake to sign an Assignment Agreement particular to the IP concerned.

8.8 In case the Results cannot be clearly or reasonably separated between the Parties, or if the Parties have mutually contributed to the creation of the Results, or if it is evident that the Results created by the Parties have merged to such an extent that different parts cannot exist independently of the other, then such shall be considered as jointly-owned.

8.9 In such case, neither Party can dispose of, license, assign, or transfer jointly-owned Results to third-parties without the prior written consent of the other Party in the absence of a particular joint-ownership agreement. Following the coming into existence of jointly-owned Results, the Parties undertake to conclude a particular Joint-Ownership Agreement to govern the terms and conditions pertaining to rights, duties and obligations of the Parties.

Parties shall disseminate jointly-owned Results as follows:

- under open access terms (free of charge, online access for any user) in case of publications, reports and data;
- under open source terms, in case of software and modelling.

8.10 In case the collaboration performed under this Agreement leads to the creation of Results in the form of scientific, technical or academic publications, conference proceedings, reports, and similar written work authored through the involvement of the Personnel of both Parties, the Parties undertake to respect each other's rights, moral or economic, and to duly acknowledge and reference the authors and contributors.

8.11 Neither Party can publish, disseminate, make publicly available, or disclose to a third party any Result of the cooperation without prior written consent of the other Party on the manner, timing and contents of such disclosure. Consent for the foregoing may not be unreasonably withheld. Any breach of this provision shall be considered not only a breach of this Article but also a breach of confidentiality.

Any dissemination of Results in any form (electronic or paper), including the doctoral thesis, must:

- (a) display the European emblem and
- (b) include the following text:

“This work was realised with the collaboration of the European Commission Joint Research Centre under the Collaborative Doctoral Partnership Agreement No XXX-ADD JIPSY NUMBER OF THIS CONTRACT.

When displayed together with another logo, the European emblem must have appropriate prominence.

For the purposes of their obligations under this Article, the HEI may use the European emblem without first obtaining approval from the European Commission.

8.12 The provisions of this Article shall remain valid and legally enforceable for as long as a valid intellectual property right protects the Results of the cooperation or if the period has been extended by a separate agreement.

ARTICLE 9 – CONFIDENTIALITY

9.1 The Parties undertake to keep confidential any information, documentation, data, reports referred to in Article 6, or any other material communicated to them by the other Party (i) as confidential or (ii) the disclosure of which may clearly be prejudicial to the other Party, until the information legitimately becomes publicly available through other parties or through work or actions lawfully performed outside (not based on activities under this Agreement) or has been made available to the receiving Party by another party without any confidentiality restrictions. This confidentiality obligation applies also to information communicated orally when such information shall be kept confidential, for instance in the context of information exchange between the Parties through seminars and workshops.

- 9.2** Confidentiality of information exchanged orally or in writing in connection with this Agreement shall be maintained for a period of five years after its expiry or termination. Notwithstanding the foregoing, any Party may indicate when communicating information to the other Party that the confidentiality of such information shall be maintained even after the said five-year period.

ARTICLE 10 – SUBCONTRACTS

- 10.1** Each Party can subcontract in whole or in part its activities under this Agreement only with a written consent of the other Party, which consent may not be unreasonably withheld.
- 10.2** The subcontracting Party shall remain bound by its obligations to the other Party, who shall retain its rights under the Agreement, as if there were no subcontracting. The Party subcontracting the research work shall ensure the assignment of rights, the entire ownership of results, generated and owned by the sub-contractor to the contracting Party, including appropriate contractual provisions accordingly.

ARTICLE 11 – APPLICABLE LAW AND SETTLEMENT OF DISPUTES

- 11.1** This Agreement shall be governed by the law of the European Union [and of the European Atomic Energy Community – *keep this part if the collaboration concern nuclear issues*], complemented, where necessary, by the substantive law of [Belgium or the law of the Member State in which the JRC Directorate is located to be added].
- 11.2** Parties shall seek to settle any dispute, controversy or claim arising out of or in connection with this Agreement through amicable negotiations. Such effort shall be deemed to have failed when one of the Parties so notifies the other in writing.
- 11.3** If the Parties fail to settle their differences through amicable negotiations, each Party may initiate proceedings before a court of competent jurisdiction. The competent court should be the court of the defendant. For the JRC the competent court is always the General Court of Justice of the European Union in Luxembourg.
- 11.4** By way of derogation from Article 11.3, if the Parties fail to settle their differences in matters related to Intellectual Property Rights under this Agreement through amicable negotiations, each Party may request to submit the dispute to mediation in accordance with WIPO Mediation Rules. The place of mediation shall be Brussels unless otherwise agreed upon. The language to be used in the mediation shall be the English language.
- 11.5** If, and to the extent that, any such dispute has not been settled pursuant to the mediation referred to in Article 11.4 within 60 days of the commencement of the mediation, it shall, upon the filing of a Request for Arbitration by either Party, be referred to and finally

determined by arbitration in accordance with the WIPO Expedited Arbitration Rules. The place of arbitration shall be Brussels unless otherwise agreed upon. The language to be used in the arbitral proceedings shall be English unless otherwise agreed upon. The difference shall be decided in accordance with the law of the European Union [and of the European Atomic Energy Community – keep this part if the collaboration concerns nuclear issues], complemented by the substantive law of [Belgium or the law of the Member State in which the JRC Directorate is located to be added].

ARTICLE 12 – ENTRY INTO FORCE AND DURATION

- 12.1** This Agreement shall enter into force on the date of its signature by the last Party and is concluded for a period of five years from said date. This Agreement may be extended or amended only by written agreement signed by the duly authorised representatives of both Parties.
- 12.2** Either Party may terminate this Agreement at any time upon three months prior written notice to the other Party giving justified reasons for doing so. This shall inter alia be the case where research programmes and budget allocations are no longer compatible with the continuation of the working relationship, procedure or work programme. The working relationship with the Grant-holder will be regulated by the law applicable to the employment contract.
- 12.3** The Parties shall evaluate the implementation of this Agreement after it has been in force for [to be added] months/years. On the basis of this evaluation, the Parties may make modifications for the purpose of better fulfilling the objectives of this Agreement.

ARTICLE 13 – MISCELLANEOUS AND ANNEXES

- 13.1** All provisions of this Agreement apply without prejudice to the applicable law, including without limitation the law governing the right of public access to documents. Neither Party can claim any damages or breach of this Agreement in cases where the other Party acts according to its obligations resulting from the applicable law.
- 13.2** Any personal data included in or relating to this Collaborative Doctoral Partnership Agreement, including its implementation shall be processed by the JRC in accordance with Regulation (EU) 2018/1725. Such data shall be processed by the controller for the purposes of complying with the administrative and legal procedures relevant for the implementation, management and monitoring of this Agreement; (i.e. the establishment and management of its execution, including drafting, approving and ensuring legal execution of the Agreement and compliance with ancillary legal obligations).

The data controller is the Unit for Legal Affairs of JRC.

Any person whose personal data are processed by the controller for the purposes stated above in relation to this Agreement has specific rights as a data subject under Chapter III (Articles 14-25) of Regulation (EU) 2018/1725, in particular the right to access, rectify or erase their personal data and the right to restrict or, where applicable, the right to object to processing or the right to data portability.

Should any person whose personal data are processed in relation to this Agreement have any queries concerning the processing of their personal data, they may address a request to the controller. The data subject may also address a request to the Data Protection Officer of the Commission. Data subjects have the right to lodge a complaint at any time with the European Data Protection Supervisor.

Details concerning the processing of personal data are available in the data protection notice included as Annex C to the present Collaborative Doctoral Partnership Agreement.

- 13.3** Nothing in this Agreement shall be deemed to constitute a joint venture, agency, partnership, interest grouping or any other kind of formal business grouping or entity between the Parties.
- 13.4** The annexes to this Agreement may be amended separately, by means of written communication by the coordinators:

Annex A: Multi-annual Work Programme

Annex B: Modalities for the selection of the doctoral student

Annex C: Data protection notice

Signed in two originals in the English language.

For the **Joint Research Centre of the European Commission**

Done in Brussels on _____

Signature: _____

Stephen Quest
Director General

For the **[name of the counterparty to be added]**

Done in _____ on _____

Signature: _____

[name to be added]
[official function of the signing person to be added]

ANNEX A

Multi-annual Work Programme

[General topics (A) of cooperation, PhD topics (B) and expected outputs (C) to be added]

ANNEX B

Modalities for the selection of the doctoral student

The doctoral student will be selected according to the following procedure:

- 1) publication of a call for expression of interest by the HEI
- 2) pre-selection by the HEI
- 3) final selection by the JRC (in agreement with the HEI)

The modalities for each of these phases are detailed below.

1. Publication of a call for expression of interest

In accordance with Article 2.3 of the Agreement, a public call for expression of interest of student shall be published for each PhD position. This call will state:

- the nature of the position at the HEI and at the JRC (including a reference to the GH Rules and to the applicable Vademecum)
- that the selection is made in two phases (by the HEI and then by the JRC)
- whether the selection is based on CV and/or tests and/or interviews, in accordance with Points 3 and 4 of this Annex, by the HEI
- the eligibility criteria, in accordance with Point 2 of this Annex
- the selection criteria, which will be agreed by both Parties
- the closing date for application
- how to apply

The HEI will publish a call for expression of interest addressed to doctoral student candidates and inform the JRC where it is published (internet link). The JRC shall promote it on its Science Hub website.

2. Eligibility criteria

Candidates should, prior to the start of the employment contract with the JRC:

- have the nationality of a Member State of the EU or a country associated to the Research Framework Programmes or being resident in a EU Member State since at least five years and
- be enrolled in a PhD programme with the HEI.

Candidates who are already enrolled in the doctoral study program with the HEI for fewer than 12 months can also be considered eligible.

The selected candidate will have not more than 6 months from the request for confirmation of interest in the position, to produce proof of enrolment in the doctoral study program.

3. Conditions for granting the Grant-holder position

The selection recruitment and the security clearance processes are subject to EU and national applicable legislation³ and to the internal rules and regulations of the EU Institutions. The recruitment of third-country nationals is also subject to the issuance by the Member State where the JRC site is located of a residence and work permit for the period of the stay at JRC.

In addition, the JRC will ask the selected candidate to provide the following supporting documents:

- Updated CV – signed
 - A recent (not older than 6 months) and original criminal record abstract of the country or countries of which you are a national AND of the country or countries where you resided for at least one year during the two years preceding the recruitment
 - *if applicable*: Visa (the JRC will support the candidate with the administrative procedure for obtaining the residence/work permit)
 - Copy of student's passport or identity card
 - Legal entity form and financial identification form duly filled in, signed and dated
 - *If relevant*: marriage certificate and birth certificate of children.
- Studies / Experience certificates:**
- Copy of the university degree/s **and**
 - Proof of enrolment in a university doctoral studies programme. This proof must be provided before the Grant-holder contract may start and within six months from the date of the position's offer.

The JRC reserves the right to request additional documents in order to ensure the compliance with all requirements and specific rules applicable to JRC sites.

The selected candidate must also be recognized as medically fit to carry out the work activities foreseen. To this end the candidate must undergo, in advance and independently, the medical checks specified by the JRC.

4. Selection modalities at the HEI

[to be added, if any] .

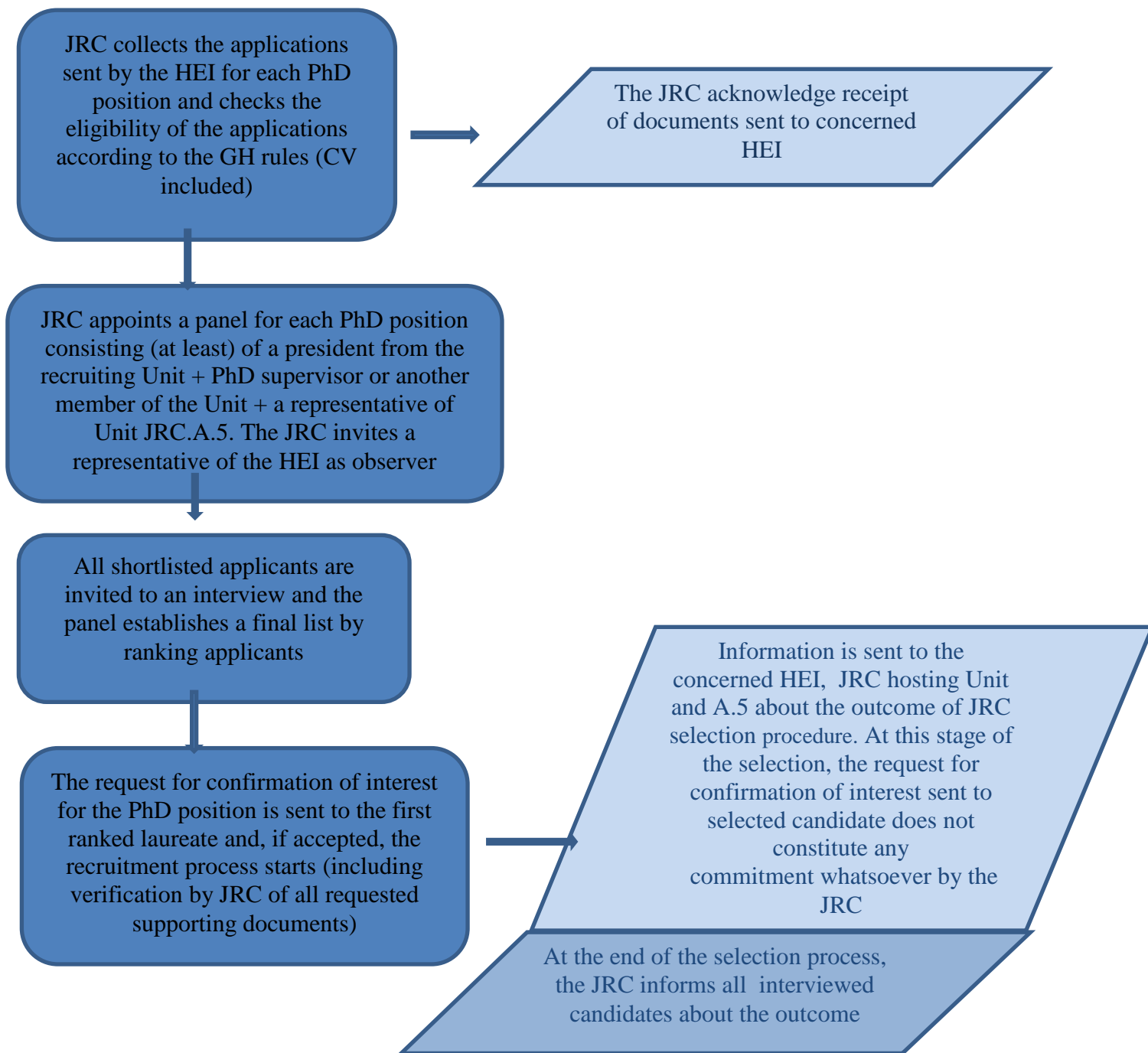
The HEI establishes a short-list of two to five candidates per PhD position.

The HEI informs the short-listed candidates about the results of the selection and that it will send their application (CV, motivation letter and any other relevant document) to the JRC to the following e-mail address: HR-AMC8-IPR-GRANTHOLDERS@ec.europa.eu.

³ including Directive (EU) 2016/801 of 11 May 2016 of the European Parliament and of the Council on the conditions of entry and residence of third-country nationals for the purposes of research, studies, training, voluntary service, pupil exchange schemes or educational projects and au pairing.

5. Selection process at the JRC

The decision on the recruitment of the candidate is taken by the JRC, following the below selection process and in accordance with the GH Rules⁴:



⁴ https://ec.europa.eu/jrc/sites/jrcsh/files/jrc_granholder_rules.pdf

ANNEX C

DATA PROTECTION NOTICE

**PROCESSING OF PERSONAL DATA BY THE UNIT FOR LEGAL AFFAIRS OF JRC
FOR CONTRACTUAL PURPOSES**

Table of Contents

- 1. Introduction**
- 2. Why do we process your data?**
- 3. Which data do we collect and process?**
- 4. How long do we keep your data?**
- 5. How do we protect your data?**
- 6. Who has access to your data and to whom is it disclosed?**
- 7. What are your rights and how can you exercise them?**
- 8. Contact information**
- 9. Where to find more detailed information**

1. Introduction

This privacy statement explains the reason for the processing, the way we collect, handle and ensure protection of all personal data provided, how that information is used and what rights you may exercise in relation to your data (the right to access, rectify, block, etc.).

The European institutions are committed to protecting and respecting your privacy. As this service collects and further processes personal data, Regulation (EU) 2018/1725⁵ is applicable.

This statement concerns the establishment and execution of collaboration instruments, undertaken by the Unit for Legal Affairs of the Joint Research Centre of the European Commission.

2. Why do we process your data?

Purpose of the processing operation: The Unit for Legal Affairs of JRC at the European Commission (referred to hereafter as 'controller') collects and uses your personal information to comply with the administrative and legal procedures relevant for the implementation, management and monitoring of collaboration instruments by the JRC (i.e. the establishment and management of their execution, including drafting, approving and ensuring legal execution of the instruments and compliance with ancillary legal obligations, such as archiving or disclosure following requests for access to documents).

⁵ [Regulation \(EU\) 2018/1725](#) of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC, OJ L 295, 21.11.2018, p. 39–98.

3. Which data do we collect and process?

The personal data collected and further processed are:

- Name;
- Function;
- Contact details (e.g. e-mail address, business telephone number, mobile telephone number, fax number, postal address, company and department, country of residence, internet address).

4. How long do we keep your data?

The controller only keeps the data for the time necessary to fulfil the purpose of collection or further processing. In particular:

Data relating to requests for collaboration instruments are processed immediately.. Data encoded at the moment of the signature of the collaboration instrument is kept as it was at the time of reception. The updated data - address or contacts - are used for correspondence and exchanges that follow.

Files relating to collaboration instruments procedures and execution including personal data are to be retained in the service in charge of the procedure until the expiry date of the instrument, and in the archives for a period of 10 years following the expiry of the instrument. These files could be retained until the end of a possible audit if one started before the end of the above periods.

After the periods mentioned above have elapsed, the files containing personal data are assessed and chosen files are sent to the historical archives of the Commission for further conservation, other files are destroyed.

5. How do we protect your data?

All data in electronic format (e-mails, documents, uploaded batches of data etc.) are stored either on the servers of the European Commission or of its contractors; the operations of which abide by the European Commission's security decision of 16 August 2006 [C(2006) 3602] concerning the security of information systems used by the European Commission.

In particular, for electronic information, the information is protected by User IDs and passwords. Only designated staff has the possibility to access the data kept for the purpose of administrative or financial processes. For hardcopy documentation, limited number of staff have access to cupboards; the storage offices are always locked when unattended.

The Commission's contractors are bound by a specific contractual clause for any processing operations of your data on behalf of the Commission, and by the confidentiality obligations deriving from the General Data Protection Regulation (EU) 2016/679.

6. Who has access to your data and to whom is it disclosed?

Access to your data is provided to authorised staff according to the "need to know" principle. Such staff abide by statutory, and when required, additional confidentiality agreements. This includes: Staff of Resource Support Units, some Directorate A Units, scientific personnel of the JRC Directorates; Staff of OLAF (European Anti-Fraud Office), IDOC (Investigation and Disciplinary Office of the Commission), IAS (Internal Audit Services), IAC (Internal Audit Control) of the JRC and the Legal Service of the Commission as well as staff of other

Commission Services (SG, DG BUDG and clearinghouse) upon request in the context of official investigations or for audit purposes.

Further, access to your data may also be provided to institutions exercising scrutiny and control functions, including both EU bodies (Court of Auditors, European Court of Justice, EPDS, Ombudsman) and national authorities (judicial or administrative). Your data may also be disclosed to the public in the context of specific requests for access to documents in accordance with EU legislation.

Recipients of personal data may be within the EU and also in third countries and international organisations with which the JRC establishes scientific or administrative collaboration activities.

7. What are your rights and how can you exercise them?

Any person whose personal data are processed by the controller for the purposes stated above has specific rights as a data subject under Chapter III (Articles 14-25) of Regulation (EU) 2018/1725, in particular the right to access, rectify or erase their personal data and the right to restrict or, where applicable, the right to object to processing or the right to data portability.

Should any person whose personal data are processed in relation to this collaboration instrument have any queries concerning the processing of his or her personal data, they may address a request to the controller. The data subject may also address a request to the Data Protection Officer of the Commission. Data subjects have the right to lodge a complaint at any time with the European Data Protection Supervisor (see contacts below).

8. Contact information

If you have comments or questions, any concerns or a complaint regarding the collection and use of your personal data, please feel free to contact the Data using the following contact information:

The controller:

- European Commission
Joint Research Centre
Unit A.4 – Legal Affairs
Email: JRC-A4-COLLABORATION-INSTRUMENTS@ec.europa.eu

Other contacts:

- The Data Protection Officer (DPO) of the Commission:
DATA-PROTECTION-OFFICER@ec.europa.eu
- The European Data Protection Supervisor (EDPS): edps@edps.europa.eu

9. Where to find more detailed information?

The Commission Data Protection Officer publishes the register of all operations processing personal data. You can access the register on the following link : <http://ec.europa.eu/dpo-register>.

This specific processing has been notified to the DPO with the following reference: **DPR-EC-00454**.