

AGREEMENT ON THE SHARING OF PERSONAL DATA FOR RESEARCH INTEGRITY OPERATIONS

This agreement (hereinafter referred to as “Agreement”) is made and entered by and between:

1- **The Luxembourg Agency for Research Integrity (LARI)**, a non-profit organization (ASBL), having its registered office at 8, avenue des Hauts-Fourneaux, L-4362 Esch-sur-Alzette, registered with the RCS of Luxembourg under number F11081, duly represented herein by Jean-Claude Wiwinius, Chair of the Board of Directors, and Tom Lindemann, Secretary-General, hereinafter referred to as the **‘Data Recipient’** or **‘LARI’**,

2- **The Luxembourg National Research Fund (FNR)**, a public institution created by statute under Luxembourg law (loi modifiée du 31 mai 1999 portant création d'un fonds national de la recherche dans le secteur public), having its registered office at 2 Avenue de l'Université, L-4365 Esch-sur-Alzette, Luxembourg, registered with the RCS of Luxembourg under number J40, duly represented herein by Martine Reicherts, Chair of the Board, and Andreea Monnat, Acting Secretary General, hereinafter referred to as the **‘Data Provider’** or **‘FNR’**,

3- **The University of Luxembourg**, a Public Establishment of Higher Education and Research, having its registered office at 2, avenue de l'Université, L-4365 Esch-sur-Alzette, Luxembourg, and registered with the R.C.S. Luxembourg under the number J20, with VAT intra-community number LU19805732, represented by Prof. Dr. Simone Niclou, Vice-Rector for Research, hereinafter referred to as the **‘Data Provider’** or **‘UL’**,

4- **The Luxembourg Institute of Science and Technology (LIST)** a public research institute, having its registered office at 5 Avenue des Hauts-Fourneaux L-4362 Esch-sur-Alzette, represented by Mr Dirk Fransaer, CEO a.i., hereinafter referred to as the **‘Data Provider’** or **‘LIST’**,

5- **The Luxembourg Institute of Health (LIH)**, a public institute having its registered offices at 1A rue Thomas Edison, L-1445, Strassen, Luxembourg, duly represented by Prof. Dr. Ulf Nehrbass, CEO and Mr. Stefan Debast, CFAO, hereinafter referred to as the **‘Data Provider’** or **‘LIH’**, and

6- **The Luxembourg Institute of Socio-Economic Research (LISER)**, a public research institute having its administrative office at 11 Porte des Sciences, L-4366 Esch-sur-Alzette, registered on the Luxembourg Trade and Companies Register under n° J57, duly represented by Prof. Aline Muller, CEO, hereinafter referred to as the **‘Data Provider’** or **‘LISER’**.

Data Providers and Data Recipient hereinafter jointly referred to as **‘Parties’** and individually as **‘Party’**;

WHEREAS

- a. The Parties are founding members of LARI;
- b. The Parties have subscribed to the principles laid out in the *European Code of Conduct for Research Integrity* published in 2023 by ALLEA (All European Academies);
- c. Under Art. 7 of its Statutes, LARI establishes a National Commission for Research Integrity (CRI) whose mission is to ensure an independent inquiry and investigation in cases of alleged research misconduct and other unacceptable research practices;
- d. The Parties acknowledge that, in accordance with the Commission for Research Integrity’s Rules of Procedure which define its operational framework, personal data may be required;
- e. Data Providers will also obtain and/or generate Data as further defined below;
- f. The purpose and means of Data Recipient’s mission have been determined by Data Recipient;
- g. Data Providers are willing, subject to the terms and conditions of this Agreement, to provide the Data to the Data Recipient.

I. Definitions

1. **Data:** the data being transferred under this Agreement is the data that is further specified in Annex I to this Agreement, provided with directly and indirectly identifying personal information. The Data constitutes personal data under the GDPR.
2. **Data Recipient's Rules of Procedure:** Rules of Procedure for the National Commission for Research Integrity that define the operational framework of the Commission, as specified from time to time by the Data Recipient, for which the Data may be used.
3. **Effective Date:** the date of the last signing of this Agreement.
4. **Confidential Information:** all information, know-how, method of work, techniques, expertise of Data Providers regarding the Data, its characteristics and Data Providers' research concerning the Data, whether of a scientific, technical, engineering, operational, or economic nature, supplied to or obtained by Data Recipient in written form, in the form of drawings or in the recording of oral conversation, or samples.
5. **GDPR:** the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation).
6. **Applicable Data Protection Law:** means (i) the GDPR; (ii) the Luxembourgish Law of 1 August 2018 on the organisation of the National Data Protection Commission and implementing the GDPR into national law (as well as its successor texts as amended, consolidated, re-enacted or replaced from time to time); and (iii) any applicable data protection national implementing laws, regulations and secondary legislation, as amended or updated from time to time.
7. **Data Subject(s):** shall mean any identified or identifiable natural person who has reported knowledge of suspected research misconduct or unacceptable research practice or who is suspected of research misconduct or unacceptable research practice, and any other person involved in any capacity in a suspected case of research misconduct or unacceptable research practice occurring in one of the Parties' institutions.
8. **Permitted Actors:** the Parties to this agreement, the employees of each Party, any third parties engaged to perform obligations in connection with this Agreement.
9. **Personal Data Breach:** a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data transmitted, stored or otherwise processed.
10. **Supervisory Authority:** an independent public authority which is established by a Member State. The Commission Nationale pour la Protection des Données in Luxembourg.

II. Terms and Conditions of this Agreement

11. Obligations relating to Data sharing

This clause sets out the framework for the sharing of the Data between the Parties as controllers. Each Party acknowledges that the Data Providers and their employees will disclose whenever needed to the Data Recipient, Data necessary for the Data Recipient's mission.

12. Each Party shall be individually and separately responsible for complying with the obligations that apply to it as a Data Controller under any applicable Data Protection Laws in relation to the personal data processed under this Agreement.
13. Each Party is responsible/controller over the data collected and shared, and upon reception and in the context of the investigation activities, the Data Recipient acts as data controller.
14. Each Party shall:
15. ensure that it processes Data fairly and has legitimate ground under Applicable Data Protection Law to enable lawful transfer of the Data to the Permitted Actors for the Data Recipient's mission;
16. give full information to any Data Subject whose personal data may be processed under this Agreement on the nature of such processing. This includes providing sufficient information to enable Data subjects to understand what types of categories of Data are shared, the circumstances in which these are shared, the purposes for the Data sharing and the identity of the Data Recipient;
17. not disclose or allow access to the Data to anyone other than the Permitted Actors;
18. ensure that all Permitted Actors are subject to a written contractual obligation concerning the shared Data (including obligations of confidentiality) which are not less onerous than those imposed by this Agreement;
19. ensure that it has in place appropriate technical and organisational measures, to protect Data against unauthorised or unlawful processing, accidental loss, destruction, or any damage to personal data.
20. not transfer any Data received from the Data Providers outside the EEA unless the transfer or ensures that (i) the transfer is to a country approved by the European Commission as providing adequate protection pursuant to Article 45 of the GDPR; or (ii) there are appropriate safeguards in place pursuant to Article 46 GDPR; or (iii) Binding corporate rules are in place or (iv) one of the derogations for specific situations in Article 49 GDPR applies to the transfer.
21. ensure that its personnel are appropriately trained to handle and process the shared Data in accordance with the terms and conditions of this Agreement together with any other applicable national data protection laws.
22. Data will be provided to the Data Recipient by Data Providers in a sufficiently secure manner and in a format to be agreed upon by the Parties.
- h. Parties shall handle all Data in accordance with the Applicable Data Protection Laws and shall keep such Data confidential without any exclusions.

23. Mutual assistance

24. If Data Recipient becomes aware of a personal data breach, Data Recipient may notify concerned Data Providers. In such a case, the Parties will fully cooperate with each other to remedy the personal data breach, fulfil the statutory notification obligations within the set deadlines and cure any damages.

25. The Parties agree to provide each other with such reasonable assistance as is necessary to enable them to comply with any Data Subjects' rights request under Articles 13 to 22 of the GDPR and to respond to any other queries or complaints from Data Subjects.

26. Where Data has been erased following Data Subject request to erasure, the Parties shall take reasonable steps to inform each other of such request.

The Parties' contact details for inquiries regarding handling and protection of Data are as follows:

For Data Recipient, to:

27. LARI

Name: Melanie Gagnon

Address: 8, avenue des Hauts-Fourneaux, L4362 Esch-sur-Alzette, Luxembourg

Email: dpo@lari.lu

For Data Providers, to:

28. FNR

Name: Melanie Gagnon

Address: 2, avenue de l'Université, L-4365 Esch-sur-Alzette, Luxembourg

Email: dpo.fnr@mgsi.lu

29. UL

Name: Sandrine Munoz

Address: 2, avenue de l'Université, L-4365 Esch-sur-Alzette, Luxembourg

Email: dpo@uni.lu

30. LIST

Name: Caroline Roch

Address: 5, avenue des Hauts-Fourneaux, L-4362 Esch-sur-Alzette, Luxembourg

Email: caroline.roch@list.lu

31. LIH

Name: Dr. Laurent Prévotat

Address: 1A, rue Thomas Edison, L-1445 Strassen, Luxembourg

Email: dpo@lih.lu

32. LISER

Name: Julien Winkin

Address: 11, Porte des Sciences, L-4366 Esch-sur-Alzette, Luxembourg

Email: dpo@liser.lu

33. Prohibitions

34. The Data Recipient agrees that the Data: (a) is to be used only for the mission purposes as described in Data Recipient's Rules of Procedure; (b) will not be used for other purposes, including commercial purposes.

35. Furthermore, when carrying out the Recipient's mission, Data Recipient shall not allow third parties (that are not expressly authorised by Data Providers to access or otherwise process the Data) to access the data without prior written approval of Data Providers. However, as an exception to the foregoing, such prior approval shall not be required for service providers in the context of the standard business operations of Data Recipient, such as parties who supply ICT infrastructure maintenance. Data Recipient will safeguard that any data processors who have access to the Data are instructed by a binding agreement to process the personal data in accordance with the requirements stated in the GDPR.

36. Warranties and responsibilities

37. Data Providers warrant that they have verified that there is an appropriate legal ground for the provision of the Data to the Data Recipient in accordance with the GDPR.

38. Data Providers cannot and shall not be held liable for any claims or damages by Data Recipient or any third party, in connection with or as a result of the use of Data by the Data Recipient. Unless and to the extent caused by Data Providers' gross negligence or wilful misconduct, Data Recipient undertakes to hold harmless Data Providers at all times against all of such damages or claims.

39. In regard to the Data and Personal data breaches, Data Recipient shall be responsible and liable for any damages, losses and fines resulting from its own actions or failures to adhere to the terms of this Agreement and Applicable Data Protection Law and Data Recipient shall indemnify and hold harmless Data Providers for any of such damages. For the purposes of this sub clause, actions or omissions of data processors contracted by Data Recipient, shall be attributed to Data Recipient.

40. If the lawful performance of any part of this Agreement by a Party is rendered impossible by or as a result of any cause beyond such Party's reasonable control, such Party will not be considered in breach hereof as a result of failing so to perform.

41. Confidentiality

42. Data Recipient shall treat all Confidential Information as confidential for the duration of this Agreement including any extension thereof and thereafter for a period of ten (10) years following the termination or expiry of this Agreement.

43. Excluded from this obligation of confidentiality shall be any Confidential Information of which the Data Recipient can reasonably demonstrate that it (a) was previously known to Data Recipient, or (b) is, and/or becomes, publicly available during said ten (10) year period through no fault of Data Recipient, or (c) is independently and lawfully processed by the Data Recipient, or (d) was published

or otherwise disseminated in accordance with the standard publication procedure. The obligation of confidentiality shall not apply to any disclosure required by law, provided that Data Recipient shall notify Data Providers of any disclosure required by law in sufficient time so that Data Providers may contest such a requirement, if Data Providers so choose.

44. Duration of the Agreement and Data retention

45. This Agreement will become effective on the Effective Date and will terminate 10 years after the Effective Date unless mutually extended in writing by all Parties. Any clauses which will be expected or intended by its nature to survive the termination, or the expiration of this Agreement shall survive the termination or the expiration of this Agreement.

46. Data Recipient shall not retain or process Data for longer than is necessary to carry out the mission purposes as described in Data Recipient's Rules of Procedure for the National Commission for Research Integrity.

47. Notwithstanding clause 6.2, Data Recipient shall continue to retain Data in accordance with any retention periods or criteria specified in Annex I.

48. The Data Recipient shall ensure that Data are securely destroyed at the end of the retention period specified in Annex I.

III. Miscellaneous

49. Severability – Assignment – Amendment

50. If any portion of this Agreement is in violation of any applicable regulation, or is unenforceable or void for any reason whatsoever, such portion will be inoperative, and the remainder of this Agreement will be binding upon the Parties.

51. This Agreement will be binding upon and inure to the benefit of the respective successors and assignees of the Parties hereto. However, Data Recipient may not assign this Agreement in whole or in part without the prior written consent of the Data Providers.

52. This Agreement may only be altered or amended by an instrument in writing signed by all of the Parties.

53. Applicable law and jurisdiction

54. This Agreement will be construed, governed, interpreted and enforced according to the laws of Luxembourg. Parties will first strive to settle any disputes amicably before taking legal action. All disputes arising out of or in relation to this Agreement that cannot be settled amicably will be brought before the competent court in Luxembourg.

55. All Parties acknowledge that the signatories to this Agreement are authorized representatives of each of the Parties and legally authorized to sign this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement, in any number of counterparts each of which shall be deemed to be an original or as a digitally signed document, as of the Effective Date.

For the **DATA PROVIDERS**

1- FNR

By: The Luxembourg National Research Fund

Name: Martine Reicherts

Title: Chair of the Board

Date: 26-nov.-2024 | 09:46 PST

A handwritten signature in black ink, appearing to be 'M. Reicherts', with a large loop at the end.

By: The Luxembourg National Research Fund

Name: Andreea Monnat

Title: Acting Secretary General

Date: 26-Nov-2024 | 16:41 CET

A handwritten signature in black ink, appearing to be 'A. Monnat', with a stylized, cursive style.

2- UL

By: University of Luxembourg

Name: Simone Niclou

Title: Vice-Rector for Research

Date: 10/12/2024

A handwritten signature in blue ink, appearing to read "Niclou", written over a vertical line.


3- LIST

By: The Luxembourg Institute of Science
and Technology

Name: Dirk Fransaer

Title: CEO a.i.

Date: Nov 25, 2024


Dirk Fransaer (Nov 25, 2024 16:58 GMT+1)

4- LIH

By: The Luxembourg Institute of Health

Name: Ulf Nehrbass

Title: CEO

Date: 26/11/2024

A handwritten signature in black ink, appearing to be 'U. Nehrbass', written in a cursive style.

By: The Luxembourg Institute of Health

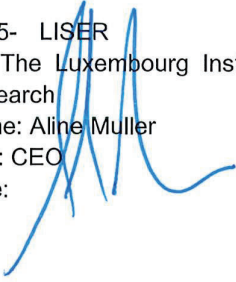
Name: Frank Glod

Title: Deputy CEO

Date: 26/11/2024

A handwritten signature in black ink, appearing to be 'F. Glod', written in a cursive style.

5- LISER
By: The Luxembourg Institute of Socio-Economic
Research
Name: Aline Muller
Title: CEO
Date:



07.01.2025

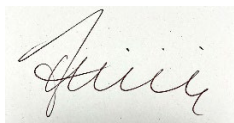
For the **DATA RECIPIENT**,

By: Luxembourg Agency for Research Integrity

Name: Jean-Claude Wiwinius

Title: Chair of the Board

Date: November 21, 2024

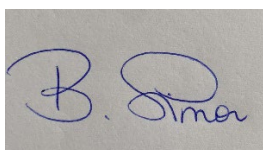
A handwritten signature in black ink, appearing to read 'Wiwinius', on a light-colored background.

By: Luxembourg Agency for Research Integrity

Name: Babette Simon

Title: Vice-Chair of the Board

Date: November 21, 2024

A handwritten signature in blue ink, appearing to read 'B. Simon', on a light-colored background.

ANNEX I

Description of the Data, methods of transfer, storage, allowed processors

Data Subjects	The personal Data transferred concern the following categories of Data Subjects: <ul style="list-style-type: none">- Employees of LARI Member Organizations- Grantholders of FNR grants
Purpose of the transfer(s)	The transfer is made for the following purpose: <ul style="list-style-type: none">- Conducting independent inquiries and investigations in cases of alleged research misconduct as defined in the Rules of Procedure for the National Commission for Research Integrity
Categories of Data	The personal Data transferred concern the following categories (types) of Data: <ul style="list-style-type: none">- Personal identification Data (e.g. first name, last name, contact details);- Personal details (e.g. age, gender, date of birth, place of birth, nationality);- Data on education, training and qualifications;- Data related to professional life (e.g. professional contact information, resume, professional situation, awards, diplomas);- Any other category of personal Data collected or made accessible in the context of inquiries and investigations carried out by the Data Recipient.
Sensitive Data (if any)	Sensitive Data are likely to be shared in the context of the investigations, such as mental health related data, sexual orientation, etc. The Data Recipient will not request this Data at any time. However, it is likely that Data Subjects will share sensitive data from time to time, without being asked to do so. Examples of sensitive data that may be shared by Data Subjects are: <ul style="list-style-type: none">- Data about sexual orientation if they believe that their sexual orientation could help explain why they are

	<p>suffering from alleged research misconduct by others.</p> <ul style="list-style-type: none"> - Data about their mental health if they believe that mental health problems they have encountered or are encountering are causally related to having suffered from research misconduct by others.
Data retention period	<p>The shared Data shall be retained for</p> <ol style="list-style-type: none"> 1- All supporting documents used to draft Final Reports according to the procedures specified in the Rules of Procedure for the National Commission for Research Integrity: 10 years from the collection 2- Final Reports: 30 years from the collection
Method of transfer	<ul style="list-style-type: none"> - Data sharing platform (encrypted, compliant with all applicable Data protection legislation) - Postal mail <p>It cannot be ruled out that Data Subjects will send unsolicited Data via email. The Data Recipient will not ask for Data transfers via email, though.</p>
Security measures	<p>The following data security measures shall be applied:</p> <ul style="list-style-type: none"> - Use of password-protected clouds with two-factor authentication and servers located in the European Union to store data. - For members of the National Commission for Research Integrity (CRI) based outside the EU and where no positive data protection adequacy decision has been made by the EU, Data transfer agreements are concluded. - Access to Data restricted to members of the National Commission for Research Integrity, employees of LARI and the external Data Protection Officer (DPO) of LARI.