

VU Amsterdam – Global Change Research Institute of the Czech Academy of Sciences

Agreement on collaboration and the joint processing of personal data

Article 1. THE UNDERSIGNED:

1. Stichting VU, which as a special institution within the meaning of the Higher Education and Scientific Research Act sustains VU Amsterdam, having its registered office and its principle place of business at De Boelelaan 1105 (1081 HV) Amsterdam, registered with the Chamber of Commerce under number 53815211, legally represented in this matter by dr. E.I.V. van den Hengel in the position of Managing Director Faculty of Science, hereinafter referred to as '**VU Amsterdam**';

and

2. Global Change Research Institute of the Czech Academy of Sciences, having its registered office and its principle place of business at Bělidla 986/4a, 603 00 Brno, Czech Republic registered with the Chamber of Commerce under number CZ86652079, legally represented in this matter by prof. RNDr. Ing. Michal V. Marek, DrSc., dr. h. c., hereinafter referred to as '**CzechGlobe**'.

Hereinafter also referred to as collectively as '**Parties**' and separately as '**Party**'.

Article 2. WHEREAS:

- a. The Institute for Environmental Studies (*Instituut voor Milieuvraagstukken, IVM*) is an interdisciplinary research institute at VU Amsterdam that sits within the Faculty of Science;
- b. CzechGlobe is a public research institution and European centre of excellence investigating the global climate change and its impacts on ecosystems and human society through the use of the latest techniques, instrumentation and research infrastructure;
- c. On 1st of January 2022 VU Amsterdam received a grant for the project Spatial non-market VALuation for Biodiversity policy (hereinafter referred to as the '**SVAB**'; Grant agreement ID: 101030693). Described in detail in [Appendix 1](#), and in that context the Parties will jointly process personal data;
- d. On 1st of January 2019 CzechGlobe received an integrated LIFE project LIFE-IP:N2K Revisited (hereafter referred to as the "One Nature"; Grant agreement ID: LIFE17 IPE/CZ/000005).
- e. The Parties wish to lay down the terms and conditions regarding their collaboration with respect to the SVAB and One Nature project.
- f. Furthermore, the Parties wish to make written agreements regarding their mutual relationship and obligations in respect of the processing for which they are joint controllers within the meaning of article 26 of the General Data Protection Regulation (EU) 2016/679 (hereinafter referred to as '**GDPR**').

Article 3. AGREE AS FOLLOWS:

Article 4. Definitions

- 4.1 Terms defined in the GDPR such as ‘**data subject**’, ‘**personal data breach**’, ‘**personal data**’, ‘**processing**’, ‘**processor**’, ‘**controller**’ and ‘**supervisory authority**’ have the meaning assigned to them in the GDPR.
- 4.2 “**Force Majeure**” means any one or more events beyond the control of the relevant Party which occur after the date of signing of this Agreement, were not reasonably foreseeable at the time of signing of this Agreement, and the effects of which are not capable of being overcome without unreasonable expense and/or unreasonable loss of time to the Party concerned. Events of Force Majeure shall include (without limitation) war, civil unrest, acts of government, natural disasters, exceptional weather conditions, breakdown or general unavailability of transport facilities, accidents, fire, explosions, and general shortages of energy, pandemics and endemics.
- 4.3 “**Intellectual Property**” means information, techniques, know-how and materials (regardless of the form or medium in which they are disclosed or stored) whether published or unpublished including without limitation all data, formulae, specifications, procedures, tests, techniques as well as patents, rights to inventions, trademarks, service marks, domain names, registered designs, copyrights, database rights, design rights, rights in Confidential Information (including trade secrets) and any other intellectual property rights, whether registered or not and including without limitation applications (and rights to apply) and all renewals and extensions of such rights for any of the above, and any similar right recognised from time to time in any jurisdiction, together with all rights of action in relation to the infringement of any of the above.
- 4.4 “**Inventions**” means any invention, idea, discovery, development, improvement, innovation or Intellectual Property solely or jointly developed by the Parties in the course of or otherwise in connection with the Project.
- 4.5 “**Investigators**” shall have the meaning set forth in **Appendix 2** of this Agreement.
- 4.6 “**Project**” means the collaboration between the Parties, as described in **Appendix 1** of this Agreement.
- 4.7 “**Project Committee**” means a committee of representatives, two for of each Party (VUA: Tomáš Baďura, Marije Schaafsma; CzechGlobe: Davina Vačkářová, David Stella).
- 4.8 “**Project Leader**” means the person in the lead in the project, in this case Marije Schaafsma.
- 4.9 “**Results**” the results of the Project, including analyses, Intellectual Property, data, objects and software.

Article 5. Scope, funding

- 5.1 VU Amsterdam and CzechGlobe have agreed to collaborate in the Project, as there are areas of common interest with respect to research and teaching in the field of environmental economics. The synergies created by this collaboration will be targeted at addressing research questions with high policy relevance. Research topics on which synergies may be created are (but are not limited to):
- Non-market economic valuation;
 - Biodiversity policy.

- 5.2 This agreement (hereinafter referred to as '**Agreement**') is specifically applicable to the collaboration of the Parties processing of personal data that takes place in the context of the Project. This Agreement is only applicable insofar the Parties act as joint controllers.
- 5.3 The funding of and budget for the Project, including the contribution of the Parties, is attached to this Agreement as **Appendix 3**.
- 5.4 Each Party shall bear its own costs relating to the activities outlined in this Agreement, unless additional financial arrangements are agreed upon in an additional written agreement between the Parties.

Article 6. Responsibilities of the Parties, Project governance

- 6.1 Each Party undertakes to use reasonable endeavours to carry out its tasks on the terms set out herein and shall notify the other Parties promptly of any significant delay in performance likely to affect the success of the Project. The tasks and output for each Party and the timetable are laid down in **Appendix 1**.
- 6.2 The Project Leader coordinates and manages the Project. The Project Leader is responsible for the following tasks and functions:
- Overall management of the Project;
 - Preparing Project Meetings, proposing decisions and preparing the agenda of the Project Meetings, chairing the Project Meetings and preparing the minutes of such meetings;
 - Manage the administration of the Project.
- 6.3 The Project Leader is entitled to delegate the tasks and functions to qualified staff members under his direction and supervision.
- 6.4 The Project Committee shall act as the decision-making body in the Project. Among the overall activities and financial affairs in the Project, the Project Committee shall make decisions regarding the execution of the Project and amendments in the Project set up.
- 6.5 At least every 6 months the Project Leader will convene a meeting of the Project Committee, which may also be held by teleconference or other telecommunication. The Project Leader shall act as the chair of the meeting. Decisions will be taken unanimously.

Article 7. Confidentiality

- 7.1 Parties agree that any and all information regarding Parties' (research) business - disclosed during the Agreement, in whatever format - shall be deemed confidential if the nature of the information is confidential and of which the other Party reasonably knows or should know that that information is confidential (such as, but not limited to technical, commercial, financial, legal and personal data/information) (hereinafter referred to as 'Confidential Information'). Parties agree that they will treat the Confidential Information in confidence and they shall not, without the prior written consent of the other Party, use or disclose the Confidential Information to any third party. This obligation will remain in force and effect for three (3) years as of the expiration or termination date of this Agreement.
- 7.2 The obligation to maintain secrecy as set forth in the previous clause 3.1 shall not apply to knowledge for which Parties can prove that:
- **it had been available to them already before the Agreement entered into force;**

- it is or, since the Agreement entered into force has become, publicly known, through no fault of the Party involved;
- it is developed independently of the received information;
- it is received from third parties and, to the best of knowledge of the receiving Party, has not originated from the other Party; or
- it is to be disclosed pursuant to the Agreement, a statutory obligation or requirement of a court, administrative agency or other governmental body. However provided that each Party shall provide the other Party with prompt notice of such Agreement or related proceeding to afford the other Party an opportunity to intervene and prevent the disclosure.

7.3 The Parties guarantee that employees and other persons working for them who have access to the personal data and other information in the context of the Project and their work are bound by a duty of confidentiality.

Article 8. Compliance with data protection laws

- 8.1 The Parties determine that they are joint controllers for the processing activities defined in **Appendix 2** and will only process the personal data in accordance with the details stated in **Appendix 2**, unless the Parties agree otherwise in writing.
- 8.2 Each Party will ensure that the collection, the provision to the other Parties and the (further) processing of personal data is in accordance with applicable data protection laws, including the GDPR. Among others, this includes concluding agreements with processors in accordance with article 28 of the GDPR and implementing appropriate technical and organizational measures to ensure security in accordance with article 32 of the GDPR.
- 8.3 At the request of a Party (or Parties), the other Party (or Parties) will without undue delay provide information which is reasonably necessary for the requesting Party (or Parties) to comply with applicable data protection laws. Among others, this means that Parties will reasonably assist each other with the performance of the obligations referred to in articles 4.1 and 4.2 of this Agreement, the notification of personal data breaches in accordance with articles 33 and 34 of the GDPR and carrying out data protection impact assessments (DPIA) in accordance with article 35 of the GDPR.

Article 9. Information obligation towards data subjects and exercise of the rights of data subjects

- 9.1 The Parties will provide the data subjects with the information as referred to in articles 13 and 14 of the GDPR and the essence of this Agreement in accordance with article 26 of the GDPR, unless legal exemptions apply to informing data subjects, such as article 14.5 under b GDPR.
- 9.2 The Parties will ensure the timely and correct handling of the requests that data subjects make in the context of the rights that they have on the basis of articles 15 to 21 of the GDPR.

Article 10. Intellectual Property

- 10.1 No licence to use any Intellectual Property belonging to and/or controlled by a Party is granted or implied to another Party by this agreement except as expressly set out in this agreement.
- 10.2 In the event that either Party creates any Invention relating to or derived from the work of such Party within the Project then that Party will be the owner and will promptly notify the other Party in writing upon its occurrence providing details of such. The owning Party will grant the other Party a non-

exclusive license to use the Invention for the purpose of the Project, and for (other) scientific research and educational purposes.

- 10.3 The Inventions that are the result of joint work of the Parties within the Project, will be jointly owned by the Parties in equal shares with exception of Inventions that are developed through the use of, or depending on, or serve only to validate, Background IP of one Party, which will be owned by that Party. The Parties may in consultation take such steps as they may decide from time to time, to register and maintain any protection for the Inventions, including filing and prosecuting patent applications for any Inventions, and taking any action in respect of any alleged or actual infringement of the Inventions. If an Invention is jointly owned by Parties and a Party does not wish to take any such step or action, the other Party may do so at its expense, and the Party not wishing to take such steps or action will provide, at the expense of the other Party making the request, any assistance that is reasonably requested of it.
- 10.4 Each Party may commercially exploit the jointly owned Inventions only upon consultation and agreement with the other Party. In such circumstances, the Party which is commercially exploiting the jointly owned Inventions will pay the other Party a fair and reasonable royalty or other consideration (to be negotiated between the Parties acting reasonably and in good faith) on the value of any products, processes or services commercially exploited by it which incorporate any jointly owned Inventions.

Article 11. Publication and Announcements

- 11.1 The Parties contemplate jointly publishing the Results in one or more peer reviewed journals and presenting at scientific conferences. The Parties agree that authorship will be determined in accordance with academic standards (as set out in the guidelines by the International Committee of Medical Journal Editors available at www.icmje.org).
- 11.2 The Parties must comply with the conditions of the data sharing agreement on publication made with the data providers in the Project.
- 11.3 Both Parties shall be free to use the Results of their own research hereunder for their own internal teaching, research, educational and publication purposes without the payment of royalties or other fees to the other Party.
- 11.4 Notwithstanding the foregoing, in the event that one Party separately conducts a spin-off research and elects to publish the results of this spin-off research, the publishing Party shall provide a copy of the proposed publication or presentation to the non-publishing Party for review at least thirty (30) days prior to submission to a publisher thereof. The non-publishing Party may object to the disclosure of such publication on the basis that such publication contains Confidential Information of the non-publishing Party – in such case the publishing Party will delete such Confidential Information from the publication. In the event the non-publishing Party has not notified the publishing Party of any objections within the said 30 days, the publishing Party is entitled to publish.

Article 12. Liability

- 12.1 A Party that fails to comply with an obligation under this Agreement and/or applicable data protection law is liable for and indemnifies against damages or costs (including compensation of damages suffered by data subjects and fines or other measures imposed by supervisory authorities) suffered by another Party as a result thereof.
- 12.2 The Parties are not liable towards each other for any indirect or consequential damage, whatever the cause, including lost profits, costs of procurement of substitute goods, loss of goodwill, business, contracts, anticipated savings and loss of data or system use, regardless of whether the other Party

knows or has been advised of the possibility of such damage or loss. For the avoidance of doubt, this limitation of liability includes damage related to the use of the Results or lack of fitness thereof for any particular purpose, damage for lack of patentability and damage resulting from intellectual property infringement in relation to the Results.

12.3 The limitations of liability set forth in clause 12.2 shall not apply to damages resulting from the wilful misconduct or gross negligence of one of the Parties.

12.4 The Parties will ensure adequate cover for their liability.

Article 13. Duration and termination

13.1 Unless terminated earlier as set forth in clause 10.2, this Agreement shall continue in full force and effect until the end of the project (anticipated around April 2024). The duration of the Project can be extended only by means of a written agreement between the Parties.

13.2 Termination

- a. If a Party materially breaches its obligations according to the Agreement, the other Party may terminate the participation of the breaching Party after the breach has been brought to the breaching Party's attention without that Party remedying the breach within a reasonable period of time.
- b. Subject to the exemptions and limitations of clause 9, the defaulting Party shall pay any additional expenses incurred by the other Party as a direct consequence of the breach/default and the termination and which the other Party has no possibility of preventing.
- c. A Party may terminate the Agreement immediately by written notice to the other Party in the event of involuntary liquidation or suspension of payments of that other Party. Each Party is obliged to inform the other Party immediately in writing in the event it arrives in the state of suspension of payments or involuntary liquidation.
- d. Termination shall not affect any rights or obligations of a Party leaving the Agreement incurred prior to the date of termination, unless otherwise agreed between the Parties. This includes the obligation to provide all input, deliverables and documents for the period of its participation.

13.3 Force Majeure

- a. No Party shall be considered to be in breach of this Agreement if such breach is caused by Force Majeure.
- b. A Party will notify the other Party of any Force Majeure as soon as reasonably possible.
- c. The Parties shall use all reasonable endeavors to avoid or remove the causes of non-performance due to Force Majeure and discuss in good faith the possibilities of a transfer of tasks affected by the event. Such discussions shall commence as soon as reasonably possible.

13.4 After the expiration of the retention period stated in **Appendix 2** the Parties will irreversibly delete the personal data, unless the Parties agree in writing that is necessary and legally possible to store the personal data for a longer period.

13.5 Obligations that are intended by their nature to continue after the termination of this Agreement continue to apply after the termination of the Agreement. These include inter alia obligations that arise from the provisions concerning security, liability and applicable law.

Article 14. Final provisions

- 14.1 This Agreement is governed by the laws of the Netherlands.
- 14.2 Any disputes that may arise in connection with this Agreement will be exclusively submitted to the competent court in Amsterdam.
- 14.3 In the event of the invalidity or voidability of one or more provisions of this Agreement, the other provisions of this Agreement continue to apply in full.
- 14.4 In cases not provided for by this Agreement the Parties will make a decision in mutual consultation. If legislation, regulations or jurisprudence give reason to amend this Agreement, the Parties will amend the Agreement in writing and with the signature of the Parties.

Agreed and signed in duplicate:

Stichting VU

Name: dr. E.I.V. van den Hengel
Position: Managing Director Faculty of Science
Town/city: Amsterdam
Date: 19 June 2023



Global Change Research Institute of the
Czech Academy of Sciences

Name: prof. RNDr. Ing. Michal V. Marek,
DrSc., dr. h. c.
Position: Director
Town/city: Brno
Date:



APPENDIX 1: Project

Project description:

Biodiversity policy is a fundamental component for sustainable development and actions to mitigate and adapt to climate change. For efficient and effective policy implementation it is crucial to understand where policy interventions can generate greatest ecological and socio-economic benefits. However, accurate spatial information about public good values of biodiversity is missing. The Spatial non-market VALuation for Biodiversity (SVAB) project aims to address this gap through four objectives. It will: 1) develop a novel spatially explicit survey valuation methodology to improve the accuracy of non-market valuation of biodiversity; 2) develop a spatial sampling methodology to improve the efficiency of sampling in spatial valuation surveys; 3) use these methodologies to assess the non-market values associated with nature restoration and extension of the nature protected areas network (Natura 2000) in the Czech Republic; 4) engage with policy-makers and citizens to enhance the relevance of the methods and outcomes and inform decision making in policy and public spheres. SVAB will develop an individualised choice maps approach for stated preference research that enables testing the impacts of a wide set of spatial factors on public preferences for policy changes, test a spatial sampling strategy that will decrease survey costs in valuation and broader research, and improve the reliability of biodiversity valuation to inform spatial targeting of biodiversity policy. SVAB will enable the applicant to innovate spatial non-market valuation methods, develop new analytical and transferable skills, create new knowledge on societal benefits of nature, and publish the excellent research in leading journals in order to become an independent researcher. The project is highly interdisciplinary, combining economic and econometric methods, spatial analysis approaches, and biodiversity and ecosystem sciences.

VU shall perform the following tasks:

- Conduct the scientific research of the project (Tomas Badura, supervised by Marije Schaafsma), including: development of an online survey and focus groups, data analysis, writing the publications;
- Store and manage the data from the project;

CzechGlobe shall perform the following tasks:

- Contract the survey and panel data provider;
- Participate in publication as agreed within the project committee;

APPENDIX 2: Description of processing

Investigators



Processing activities

The processing activities that will be carried out are:

1. Recruitment of participants

The participants of the research activities will be recruited through external/subcontracted online panel company for the online survey and through convenient sampling online and personally for focus groups and cognitive interviews.

2. Survey development

- Collection of data and their analysis through focus groups and/or cognitive interviews.
- Only the discussions will be recorded. No further personal data of participants will be processed. However, as the participants may be identifiable by their voice and/or by what they say, we do consider this to be personal data.

3. Online survey implementation

- Data collection from data subjects through an online survey.
- No directly identifying data of data subjects is collected (such as name and e-mail address). However, the participants may be identifiable via their responses. For this reason, we consider these data to be personal data.

4. Data analysis

The data collected will be analysed through statistical software R and Stata.

4. Publish

The results of the analyses are used to write scientific publications. The articles are published in peer-reviewed journals and also form part of a dissertation. The articles will never contain data that can be traced back to individuals.

5. Archiving

The raw data, analysis sets and scripts will be stored in VU Research Drive for 10 years after the last publication.

Purposes

The purpose(s) of the processing activities that will be carried out are: scientific and policy research

Legal grounds

The processing activities will take place on the basis of the following legal ground: informed consent from the participants (article 6.1 GDPR).

Categories of data subjects

The personal data of the following categories of data subjects will be processed:

- Members of the public (aged 15 or older) who participate either in the online survey, recruited via external online panel company, or the survey preparation activities (e.g. focus groups or interviews).

Categories of personal data and retention periods

A web survey will be conducted among the members of the public in Czechia. The respondents will be recruited via an external panel company. The collected data will concern basic socio economic variables (e.g. gender, age, education and income), approximate locations of home residence and other locations of personal interest (e.g. cottage, family residence) and variables related to environmental attitudes and behaviour (e.g. frequency and locations of visits to nature).

The purpose of this survey is to conduct scientific and policy research that will deepen understanding of people's preferences about the environmental policy, including their willingness to pay for environmental change across locations.

Personal data	Retention period
Survey development through focus groups and cognitive interviews will collect only the content of the discussion, but not the data related to the participants (e.g. interview audio records and transcripts).	Survey development through focus groups and cognitive interviews will collect only the content of the discussion, but not the data related to the participants. The interview transcripts will be kept for 10 years after the latest publication, while audio recordings will be destroyed after the analysis.
Web survey Implementation: basic socio economic variables (e.g. gender, age, education and income), approximate locations of home residence and other locations of personal interest (e.g. cottage, family residence) and variables related to environmental attitudes and behaviour (e.g. frequency and locations of visits to nature)	Personal data will be kept for 10 years after the last scientific publication.

Transfers outside the European Economic Area (EEA)

At the conclusion of this Agreement, no personal data are transferred to countries outside the EEA.

APPENDIX 3: Funding, budget

The budget available for survey is allocated from the project LIFE-IP “One Nature” and will be payed as external assistance costs to the contracted companies. The budget available is €40,000.

The budget available for the collaboration project from the SVAB project is the full-time work of the researche [REDACTED] and the supervision by [REDACTED] on the project. The researchers will design, supervise and implement the survey, analyse the data and prepare the results for publication. This is 24 months of FTE which translates to EUR 152,772.48 Gross, however which also includes the time for personal development and training, but is predominantly dedicated to the project itself.