

Agreement in respect of the provision of personal data for the NATIONAL SURVEY ON RESEARCH INTEGRITY

THE UNDERSIGNED:

1. Stichting [name of participating institution], maintaining [name of participating institution] [place] as a privately run university in accordance with the Higher Education and Research Act of The Netherlands ('*Wet op het hoger onderwijs en wetenschappelijk onderzoek*'), having its registered office at [address], registered in the Chamber of Commerce register under the number [xxx], duly represented in this matter by [name + position], hereinafter referred to as '**Provider**'.
2. Stichting VUmc, having its registered office at the Boelelaan 1117, 1081 HV Amsterdam, legally represented by prof. dr. C.H. Polman, chairman of the Board of Directors, hereinafter referred to as '**Recipient**'.
Hereinafter referred to collectively as '**Parties**' and separately as '**Party**'.

WHEREAS:

- a. Recipient has initiated the *National Survey on Research Integrity*, hereinafter referred to as the '**Project**';
- b. the Project has been made possible by a subvention by ZonMw;
- c. insofar as relevant here, the Project consists of a questionnaire to be sent to eligible employees of participating research centres such as Provider;
- d. the Principal Investigator, prof. dr. L.M. Bouter, has come to an agreement with the deans and rectors of the participating research institutions concerning the communication of the results of the Project;
- e. Recipient has instituted a [website about the Project](#) where all interested parties, such as eligible respondents to the questionnaire, can find more information about the Project;
- f. Provider is willing to contribute to the Project by providing email addresses of eligible employees to Recipient, subject to the conditions of this Agreement;
- g. in connection with the provision of personal data as referred to under point f, the Parties are data controllers within the meaning of the General Data Protection Regulation (EU) 2016/679 (hereinafter referred to as '**GDPR**') and the Dutch GDPR Implementation Act (hereinafter referred to as '**Implementation Act**');
- h. the Provider is an independent data controller of the personal data that it provides to the Recipient, and the Recipient is an independent data controller of the personal data that it receives from the Provider and subsequently processes;
- i. in connection with the provision of personal data as referred to under point f, no obligation applies to the Parties to establish an arrangement as referred to in article 26.1 of the GDPR or to enter into a data processing agreement as referred to in article 28.3 of the GDPR;
- j. the Parties nevertheless wish to make agreements on data protection;
- k. the Parties wish to lay down these agreements in writing, and do so as follows in this Agreement.

AGREE AS FOLLOWS:

Definitions

- 1.1. Terms defined in the GDPR, such as 'personal data', 'processing', 'controller', 'processor', 'data subject' and 'personal data breach' have the meaning assigned to them in the GDPR.

Scope

- 1.1 This Agreement is only applicable to the provision of personal data by the Provider to the Recipient as mentioned in **Appendix 1**.
- 1.2 The Provider is the independent data controller for the personal data that it provides to the Recipient, and the Recipient is the independent data controller for the personal data that it receives from the Provider and subsequently processes. Descriptions of the personal data that the Provider provides to the Recipient, the data subjects, the purposes for which the personal data are provided and the retention period of the personal data are provided in **Appendix 1**.

Compliance with legislation

- 1.3 The Provider and the Recipient will process the personal data in a proper and careful manner, and in compliance with the applicable data protection laws, including in any event the GDPR and the Implementation Act.

Purpose limitation

- 1.4 The Recipient will only process the personal data insofar this is necessary in order to achieve the purposes described in **Appendix 1**.

Security

- 1.5 The Recipient will take appropriate technical and organizational measures to protect the received data against destruction, loss, alteration and unauthorized disclosure of or unauthorized access to transferred, stored or otherwise processed personal data, whether accidentally or unlawfully.

Notification of personal data breaches

- 1.6 The Recipient will immediately notify the Provider after the Recipient has reported a personal data breach to a supervisory authority and/or the data subjects in connection with personal data that the Recipient has received from the Provider. In such case, the Recipient will contact the contact person of the Provider as specified in **Appendix 1** to this Agreement.

Confidentiality

Without prejudice to any other contractual obligation to confidentiality that applies to the Recipient, the Recipient guarantees that it will treat all personal data as strictly confidential and that it will inform all of its employees, representatives and/or (sub)processors who are involved in the processing of the personal data of the confidential nature of such information and of the personal data. The Recipient will ensure that such persons and the Parties have signed an adequate confidentiality agreement.

Transfer to third countries

- 1.7 Unless agreed otherwise between the Parties, the Recipient will not transfer the personal data to countries outside of the European Economic Area (EEA).

Duration and termination

- 1.8 This Agreement commences at the time of its signature by the Parties and is applicable during the period that the Recipient has the personal data at its disposal.

- 1.9 After the expiration of the retention period specified in **Appendix 1**, or earlier if a statutory obligation to this end exists, the Recipient will irreversibly delete the personal data. This Agreement will be terminated by operation of law at the moment the Recipient has irreversibly deleted the personal data which it has received from the Provider.
- 1.10 Obligations that are intended by their nature to continue after the termination of the Agreement continue to apply after the termination of the Agreement. This applies in particular to Article 7 of the Agreement.

Final provisions

- 1.11 This Agreement is governed by the laws of the Netherlands.
- 1.12 Any disputes that may arise in connection with this Agreement will be submitted exclusively to the competent court in Amsterdam.
- 1.13 Insofar as the provisions of this Agreement are inconsistent with the provisions of the Underlying Agreement, the provisions of this Agreement will prevail.
- 1.14 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.
- 1.15 In all 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 both Parties.

Agreed and signed in duplicate:

Stichting [name institution]

Stichting VUmc

Name: [complete]
Position: [complete]
Town/city: [complete]

Name: [complete]
Position: [complete]
Town/city: [complete]

Date: _____

Date: _____

Appendix 1

Personal data

Description of the personal data that the Provider will provide to the Recipient:

- Email addresses of the data subjects mentioned hereunder
- Provider will send the email addresses to Kantar Public, the processor of Recipient (see also Appendix 2).

Data subjects

Description of the data subjects to whom the personal data that the Provider will provide to the Recipient relate:

- All relevant individuals who are Involved in research at the [institution name]: employees and those 'admitted' at the research institution on a research position, without being employed there, such a 'buitenpromovendi' with the minimum requirement of doing research 0.2 fte.

Purposes of the provision

Description of the purposes for which the Provider will provide the personal data to the Recipient:

- Email addresses are provided to the Recipient for the conduct of the National Survey on Research Integrity (www.nsri2020.nl).
- See **Appendix 2** for a detailed description of the data processing.

Retention periods

Description of the period after the expiry of which the Recipient will irreversibly delete the personal data:

- 4 weeks after the completion of data collection.

Contact person of Provider for notification of personal data breach

Name: [complete]

Position: [complete]

Telephone: [complete]

Email: [complete]

Appendix 2

Recipient has entered into a processing agreement with Kantar Public (hereinafter: "Processor").

Processor is, among other things, ISO 27001/2 certified. The processor agreement complies with the conditions of Article 28 GDPR.

Processor processes the following personal data on behalf of and under the sole responsibility of Recipient within the framework of the Project:

- the email address of the data subjects mentioned in Appendix 1; and
- the answers given by those involved, including a rough indication of their position

The email address is only used by the Processor to send the parties involved an invitation to complete the survey. Processor sends up to 3 reminders. Processor stores the email addresses for a maximum of 4 weeks until after the completion of the data collection.

Processor only sends the answers to Recipient. Each respondent (person involved who indeed participates in the survey) is assigned a unique, non-traceable number. The respondent's job will be aggregated to the following job groups upon submission to Recipient:

- academic rank; and
- disciplinary field

The recipient does not receive information about which research institution (s) the respondent is affiliated with. Given the nature of the data to be received and the number of respondents, VUmc considers the answers to be anonymous.

Processor will keep the original answers for one year after sending them to the VUmc. Then they are destroyed.