

Terms of Use (NCP, Applicant and Expert)

NCBR - National Centre for Research and Development

NCP - National Contact Point of the [eligible Widening country](#) in the area of:

[Pillar II Cluster 1] Health

[Pillar II Cluster 2] Culture, Creativity and Inclusive Society

[Pillar II Cluster 3] Civil Security for Society

[Pillar II Cluster 4] Digital, Industry and Space

[Pillar II Cluster 5] Climate, Energy and Mobility

[Pillar II Cluster 6] Food, Bioeconomy, Natural Resources, Agriculture and Environment

[Pillar III EIC] Pathfinder

[Reforming and Strengthening the ERA]

[Widening participation and spreading excellence]

Applicant - a person representing an institution from a Widening country interested in submitting a proposal in the role of either Coordinator or Work Package leader.

Expert – a person who expresses interest in performing a pre-screening service

Portal – online tool that allows Experts to conduct pre-screening service for Applicants

1. Introduction and Scope of the Portal

1.1. By registering in the Portal, the users agree to the terms and conditions set out below.

1.2. If there are additional NCP's related Terms and Conditions, you agree to those as well. If you do not agree to the Terms and Conditions, you may not register in the Portal and seek further assistance from the NCP delivered through the above-mentioned online tool.

1.3. The Portal offers the possibility of support by the NCP, which will, to the best of its judgement, based on the additional information provided by the applicant and the expert, forward the contact to the relevant entities.

1.4. During the registration process personal data will be collected and further processed for the purposes detailed hereafter.

2. Role of NCBR

2.1. NCBR provides the technical infrastructure of the portal and the matchmaking software used by NCP.

3. Role of NCP

3.1. The NCP from the applicant's country of origin connects the applicant with the expert according to the match made by the applicant and the expert.

4. Data Protection

4.1. In accordance with Article 13(1) and (2) of 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, and repealing Directive 95/46/EC (hereinafter referred to as "GDPR"), you are informed that:

4.1.1. the Collector of personal data is the National Centre for Research and Development (hereinafter: "NCBR") with its registered office in Warsaw 00-801, Chmielna 69;

4.1.2. the Data Protection Officer can be contacted via the following e-mail address: iod@ncbr.gov.pl;

4.1.3. participants data will only be used by NCBR as reasonably required for providing services as contemplated hereunder and in accordance with NCBR Privacy Policy¹ according to NCP_WIDERA.NET project and all applicable data privacy laws and regulations laws (including the EU General Data Protection Regulation (GDPR) (collectively, "Data Privacy Policy and Rules");

4.1.4. subject to the terms of this Section, you acknowledge that NCBR may use any data you provided or collected by the services, including but not limited to data related to use of the service and your data, on a historical, aggregated and anonymous basis (collectively, "Aggregate Data") in compliance with applicable laws and NCBR Privacy Policy for the provision of the services and for any project purposes, including but not limited to the distribution and provision of the Aggregate Data to other research and/or analytical materials;

- 4.1.5. NCBR shall maintain appropriate security measures for all collected data in accordance with these Terms;
- 4.1.6. unless NCBR has your permission or request, NCBR will not disclose or share any personally identifiable information collected in the Portal with any third party (except as required by law, pursuant to a governmental request, or for purposes of providing you with the services);
- 4.1.7. the personal data are processed on the basis of the rules described above (registration and completion of the Profile), and the processing is necessary to perform a task carried out in the public interest (Article 6(1)(e) of the GDPR), and NCBR is authorized to process your personal data pursuant to the Act of 30 April 2010 on the National Centre for Research and Development and the tasks of NCBR specified therein;
- 4.1.8. the provision of personal data is a condition of registration and use of the Portal;
- 4.1.9. personal data will be processed during the period of using the Portal – and will be stored for archival purposes for the storage period in accordance with the NCBR office instruction and the Uniform Material List of Files;
- 4.1.10. the recipients of personal data will be NCP using Portal for matching with expert. The recipient may also be public authorities and entities performing public tasks or acting on behalf of public authorities, to the extent and for the purposes specified by law, as well as entities providing services necessary for the performance of tasks of NCBR, including NCBR+ sp. z o.o. These data may also be transferred to IT partners, entities providing technical or organizational support;
- 4.1.11. you have the right in relation to NCBR to: request access to your personal data, rectify, delete or limit processing, as well as to object to the processing of data. To exercise your rights, you may contact the Data Protection Officer at the e-mail address indicated in point 4.1.2. above;
- 4.1.12. you have the right to lodge a complaint with the President of the Office for Personal Data Protection;
- 4.1.13. your personal data will not be transferred to a third country;
- 4.1.14. your personal data is not subject to automated decision-making, including profiling;
- 4.1.15. in the process of matching carried out by NCP, the Controller (regarding Article 4 GDPR) of your data is NCP. NCBR does not determine the purposes and means of the processing of personal data during the matching process.

5. NCP

- 5.1. NCP from the applicant's country of origin has access to all the data provided by the applicant and the expert (except the password) and uses it for the management of the matchmaking.
- 5.2. NCP declares that:
 - 5.2.1. shall perform his/her duties impartially and honestly;
 - 5.2.2. will keep in confidentially any information obtained in connection with the work on the Portal;
 - 5.2.3. except for making copies for internal work purposes, NCP undertakes not to copy, reproduce, publish or distribute, in whole or in part, any information related to the proceedings without prior written or electronic consent of NCBR;
 - 5.2.4. if there are circumstances which may give raise to reasonable doubts as to the NCP's impartiality in the performance of its tasks under the functioning of the Portal and abstain from giving an opinion or assessment in the case to which those circumstances relate.
- 5.3. At the same time, NCP acknowledges that the confidentiality obligations are not affected by the disclosure of information:
 - 5.3.1. which are part of the public domain at the time of disclosure or enter the public domain after disclosure without violating the law;
 - 5.3.2. obtained independently from other sources without violating the law or the principles of information protection, provided that there is no legal obstacle to the disclosure of this information;
 - 5.3.3. for which NCBR's written or electronic consent to its disclosure has been obtained;

- 5.3.4. professional advisers to a person subject to a duty of confidentiality, provided that the advisers are bound by an individual duty of confidentiality.
6. How long do NCBR keep your data?
 - 6.1. The availability of a matchmaking Portal is determined only by the rules of Project.
 - 6.2. Your data may be stored for purpose of prove of Project execution.
7. Inserting data
 - 7.1. During the registration process you are requested to provide data as indicated in the registration forms.
 - 7.2. Inserted data must be correct and must not violate any laws or other person(s) and/or organisation(s) rights.
 - 7.3. You can edit and modify your data at any time.
8. Deleting data
 - 8.1. You may delete your account at any time through your user account.
 - 8.2. Please note that in this case any data you have published will be deleted.
 - 8.3. NCBR will keep a record of the date and time at which you have deleted your profile account.
 - 8.4. You may also request the deletion of your profile via NCBR.
 - 8.5. Usually a request to delete your profile will be processed in due course. If your request is not processed within a reasonable period of time, please contact NCBR's DPO : iod@ncbr.gov.pl.
9. Changing Terms of Use
 - 9.1. NCBR may amend these terms and conditions at its sole discretion.
10. Applicant's profile
 - 10.1. Applicant's profile is created and edited by the applicant.
 - 10.2. NCBR is neither obliged nor has the capacity to assess, verify or examine any of these data.
 - 10.3. If you materially breach any of the provisions of these Terms or any applicable law, NCBR shall be entitled to temporarily or permanently block your profile and delete any unlawful data or information hosted in the Portal.
 - 10.4. You are obliged to take appropriate technical and organizational measures to prevent misuse of NCBR services (in particular access by unauthorised persons).
 - 10.5. The data and content published in the Portal must comply with operational, legal or ethical rules, general codes of conduct, moral standards and/or public order.
11. Copyright
 - 11.1. The website, the graphics, images and similar content of NCBR may be protected by Copyright Law.
 - 11.2. It is therefore not permitted to edit, copy or publish such content without the explicit prior written consent of NCBR or the sole copyright owner as indicated.
 - 11.3. You will also not undertake any technical action that infringes the copyright of NCBR or any other copyright owner.
12. Data protection
 - 12.1. NCBR undertakes various technical measures in accordance with data protection law to prevent abuse from outside.
13. Your Obligations and Consent
 - 13.1. You hereby agree to use the website only in accordance with these Terms and/or additional Terms and applicable laws and regulations.
 - 13.2. You are responsible for any content or data that you provide and that is published on the website or the Portal.
 - 13.3. You agree to indemnify NCBR and NCP against any loss or damage, including any legal, administrative or technical costs, arising from any misuse.
14. Consequences of Breaching Terms of Use
 - 14.1. In the event of any breach of these terms and conditions, NCBR reserves the right to delete your user-related data and any content published by you.