

ERNCIP INVENTORY TERMS OF SERVICE

I) DEFINITION OF MEMBER

By definition a Member has access to the ERNCIP Inventory and its tools in order to publish a profile (eg. Description of the labs, competencies, field of research/test, email address, etc.) of its Facility-Laboratory (based on public available data) in the ERNCIP Inventory with the scope of being contacted for consulting, testing or research purposes by stakeholders engaged in Critical Infrastructure Protection (in following CIP) and who may be looking for a solution to a Critical Infrastructure Protection related issue.

II) DEFINITION OF SERVICE

By definition the ERNCIP Inventory is a database that stores profiles of registered European facilities and laboratories which have experimental capabilities in the field of CIP within a sound and trustworthy organizational framework (private and public companies, universities, research institutes, etc.). The ERNCIP Inventory is a web application that will provide to the Registered Members the necessary tools in order to publish their profiles and to search for information stored in the Inventory. The service is free of charge.

III) DEFINITION OF SERVICE PROVIDER (SP)

By definition the service provider is the JRC – INSTITUTE FOR PROTECTION AND SECURITY OF THE CITIZENS – G.06 “SECURITY ASSESSMENT TECHNOLOGY UNIT”, via Enrico Fermi n. 2749 – Ispra (VA) Italy.

In order to have access to the Service, as described above, the Member has to commit to respect the present Terms of Services (in following ToS):

IV) REQUIREMENTS FOR MEMBERSHIP ELIGIBILITY:

Access to the ERNCIP Inventory profile publishing services is granted if the following three mutually inclusive requirements are met by registrants:

1. registrant must be or represent a Facility/Laboratory (As facilities, here, are meant all types of experimental arrangements from static labs, mobile labs, test ranges, test beds/platforms.);
2. the facility-laboratory must be registered in one of the European Union’s Member States or EU Associated Countries (as registration, here, is meant that the facility/laboratory must have a legal status);
3. the facility-laboratory must have Experimental Capabilities in the field of CIP.

V) MEMBERS COMMITMENTS AND NOTICES:

- a. Members have to grant their commitment about the truthfulness and accuracy of the data stored in their profiles. The Member is also aware that the content published in the profile is under the Member’s responsibility;
- b. The Member is informed that the SP will regularly review the profiles in order to check eventual errors/inconsistencies;

- c. Members will have to use the service for the scopes described above and, in particular, to store profiles of European facilities/laboratories that have experimental capabilities in the field of CIP;
- d. Access credentials to the Inventory are strictly personal and can't be passed to third unregistered Members;
- e. The Member is informed that the ToS may be periodically amended in order to fulfil the aim and scope of the ERNCIP activities. Newer version of the Terms of Service will be notified to all Members for information;
- f. The Member is responsible for the security of the credential provided by the SP to have access to the ERNCIP Inventory services. In case the Member suffers a breach of the email account (or entire email domain) connected with the ERNCIP Inventory, he/she has to inform the SP as soon as possible in order to let the SP take the eventual/necessary countermeasures;
- g. The Member commit to give detailed information about eventual third parties trademarks, patents or IPR described in its profile.

VI) MEMBERS RIGHTS

ERNCIP Inventory Members have the right to:

- a. publish their facility/laboratory profile in the ERNCIP Inventory;
- b. have access to the ERNCIP Inventory search functionalities;
- c. have equal opportunity to enter and publish data (eg. the inventory will not distinguish between different labs, it will provide the same profile details and also have the same storage space for attachments uploaded to the database);
- d. have visibility through the ERNCIP inventory and have access to business and research opportunities;

VII) MANAGEMENT OF THE ERNCIP INVENTORY

The ERNCIP Inventory will be managed and supervised by the SP and according to the following rules. The SP will:

- a. verify the abidance of each and every requirement and commitment of the ToS. If needed, the SP will ask for specific documentation (eg. Registration to the national Chambre of Commerce) that demonstrates the abidance to the Membership requirements;
- b. deny the access to the Service in case the requirement are not met by the registrant/member;
- c. verify the truthfulness and accuracy of the information published in each profile;
- d. delete unfair, offending or illegal contents from the Inventory in case the Members has not complied with the formal invitation to delete or modify such information stored in the Inventory;
- e. revoke or suspend Membership and deny access to the ERNCIP Inventory functionalities in the event of violation of the ToS;
- f. remind and solicit Members to update/modify the inventory database contents in case they are out-dated or incorrect.

VIII) LIMITATIONS OF LIABILITY

The SP's main principle is to provide a reliable and continuous service, by the way, the SP is not responsible for any data loss or loss of service. The SP will put the necessary efforts in order to check eventual errors or inconsistencies in the Member's profiles but can't be held responsible for eventual outdated or wrong information eventually found in the Member's profiles.

No Member shall be responsible to any other Party for any indirect or consequential loss or similar damage such as, but not limited to, loss of profit, loss of revenue, provided such damage was not caused by a wilful act.

IX) NOTICES AND OTHER COMMUNICATIONS

Any notice to be given under this ToS shall be in writing to the email addresses and recipients as listed by the registrant during the registration process.

X) AMENDMENTS AND CONFLICT OF RULES

- a. The ERNCIP Inventory ToS shall be reviewed at least annually from the date of publication;
- b. The new version of ToS, with the necessary amendments, will enter into force after notification to all the affected parties;
- c. In case of refusal to comply with an amended version of the ToS, the SP will revoke the access to the ERNCIP Inventory.
- d. In case of conflicts between the ToS and other documentation used in ERNCIP, the rules hereby formulated will prevail and must be respected.

XI) APPLICABLE LAW AND DISPUTE SETTLEMENT

This ToS shall be governed by European Union law and the law of Belgium where necessary. The Parties will attempt to solve amicably any dispute arising out of, or in relation to, the present ToS. If, and to the extent that, any such dispute, controversy or claim has not been settled amicably and one of the Parties so notifies the other in writing, such effort shall be deemed to have failed. In that case, each Party may initiate proceedings before the Court of Justice of the European Union.

E_SERVICES ON JRC WEBSITES (DPO-2176) PRIVACY STATEMENT

1. Description.

This e-Service is made available on the ERNCIP web portal:

<http://ERNCIP.jrc.ec.europa.eu/> in order to offer an online database of facilities and labs that have experimental capabilities in the field of Critical Infrastructure Protection.

e-Services are tools on the internet websites of the Joint Research Centre (JRC) enabling a given community of Critical Infrastructure Protection stakeholders (e.g. facilities, labs, infrastructure operators, technology vendors, academia, etc.) geographically spread across Europe (and beyond – for search functionalities only) to maintain a private space on the Internet where they can have access to facilities profiles, share information and download documents.

Your personal data will be collected and further processed for the purposes detailed

hereafter under point 2. This processing of personnel data is under the responsibility of the Head of Unit of the "Security technology assessment" unit G.06 at the JRC.

As this processing collects and further processes personal data, Regulation (EC) 45/2001, of the European Parliament and of the Council of 18 December 2000 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data, is applicable.

2. What personal information do we collect, what is the legal basis, for what purpose and through which technical means?

Identification Data:

The personal data collected and further processed are: e-mail address*, time zone, date/time of sign-up, saved queries. The *marked personal data are mandatory. The login and the storage of the relative credentials are made available by the ECAS registration system.

Legal Basis of processing:

- The European Parliament and Council Decision of 18 Dec. 2006 on the EC 7th Research Framework Programme (FP7) (2007-2013).
- The Administrative Arrangement number JRC-32484-2011.

Registration and participation of data subjects are provided on a purely voluntary basis.

Purpose of processing:

The purpose of the processing of personal data for the e-Services is to provide access and information exchange, profile publication, management of data bases, including management of: communications to users, reports, distribution of reports, information sharing within users, etc.

Technical Information:

The user data are collected through the ERNCIP inventory page and stored inside a local database.

3. Who has access to your information and to whom is it disclosed?

The access to all personal data is only granted through user_Id / Password to a defined population of users with special privileges. These users typically are: the Unit Head acting as controller of the processing of personal data, and the system administrator of the platform. Regular registered and approved users by default have access to limited personal data of other users. No personal data is transmitted to parties, which are outside the recipients and the legal framework mentioned.

4. How do we protect and safeguard your information?

The collected personal data is stored on the servers of JRC and underlie the Commission Decision C (2006) 3602 of 17/08/2006 "concerning the security of information systems used by the European Commission" defines IT security measures in force. Annex I defines the security requirements of EC Information Systems. Annex II defines the different actors and their responsibilities. Annex III defines the rules applicable by users. See notification DPO-1946.

5. How can you verify, modify or delete your information?

Registered users have direct password-protected web access to their profile and are able to update it or to cancel their registration or to request to unsubscribe from the system by

sending an email to: erncip-office@jrc.ec.europa.eu

6. How long do we keep your data?

Your personal data are kept for one year after the last login.

7. Contact Information.

Should you have any queries concerning the processing of your personal data, please address them to the controller or to the following processor address: erncip-office@jrc.ec.europa.eu

On questions relating to the protection of personal data, you can contact:

- DG JRC Data Protection Co-ordinator: jrc-data-protection-coordinator@ec.europa.eu
- Commission's Data Protection Officer: data-protection-officer@ec.europa.eu

8. Recourse.

In the event of a dispute, you can send a complaint to:

- European Data Protection Supervisor: edps@edps.europa.eu