

COLLABORATION AGREEMENT

The **Joint Research Centre of the European Commission**, located at Rue Champs-de-Mars, Brussels represented for the purpose of signing this Agreement by Mr. Stephen Quest, Director-General of the Joint Research Centre, duly entitled to sign,

(hereinafter referred to as '**the JRC**'),

and

Stichting Geonovum, Barchman Wuytierslaan 10, 3818 LH Amersfoort, The Netherlands represented for the purpose of signing this agreement by Mr. Rob Van De Velde, Director, duly entitled to sign,

(hereinafter referred to as 'GEONOVUM').

Hereinafter referred to individually as '**the Party**' or collectively as '**the Parties**'.

PREAMBLE

WHEREAS:

Stichting Geonovum, a legal entity (foundation) under Dutch law, is the executive committee of the Dutch National Spatial Data Infrastructure (NSDI). Geonovum devotes itself to providing better access to up-to—date geo-information in the public sector. Geonovum develops and manages the geo-standards necessary to implement the NSDI. In its role as enabler of the NSDI, Geonovum connects public sector managers with professionals.

As the science and knowledge service of the European Commission, the Joint Research Centre's mission is to support EU policies with independent evidence throughout the whole policy cycle.

Through its Directorate B in Seville, Ispra and Brussels, the JRC conducts research in the field of growth and innovation.

Through joint efforts of Geonovum and the JRC, new approaches can be identified and developed in the areas of new forms of governance for digitally-transformed societies, including the development of a common Green Deal data space, research on artificial intelligence applied to spatial data, digital twins of cities and regions, innovative privacy-preserving methodologies such as generating and using synthetic data to address more effectively societal problems including, those addressed in but not limited to The Green Deal (such as Climate Change, Biodiversity, Smart Mobility) as well as the COVID 19-Pandemic and related ethical concerns, thus working to the mutual benefit of both organisations in the achievement of their objectives.

The Parties have expressed their mutual desire to co-operate in the field of described above and are for that purpose signing this Collaboration Agreement.

THE PARTIES HAVE AGREED AS FOLLOWS:

ARTICLE 1 – OBJECTIVES OF THIS COLLABORATION AGREEMENT

- 1.1** The general objective of this Collaboration Agreement is to contribute more effectively to understanding and resolving scientific issues in the field of new forms of governance in digitally-transformed societies, Green Deal data space, innovative uses of artificial intelligence applied to statistical and geospatial data, digital twins and ethics, and to ensure that discoveries, inventions and creations generated under this Collaboration Agreement are utilized in ways most likely to benefit the public.
- 1.2** This Collaboration Agreement will, in particular, have the following objectives:
 - a) To assess the impacts of the digital transformation on new forms of governance, including innovative methodologies for policy design, the establishment of a common European Green Deal data space, and applications of AI to spatial and statistical data.

- b) To improve the co-ordination and effectiveness of co-operation efforts between Geonovum and the Commission in the field of Green Deal data spaces development and R&D on geoAI, Digital Twins and Ethics including impact assessment, standardization, and application development
- c) To promote mutual interest and co-operation in understanding and resolving issues related to new forms of governance in the digitally transformed society
- d) To deepen the understanding of the scientific, economic and social issues relating to the ethical use of artificial intelligence applied to spatial and non spatial data to design more personalise and geographically-specific policies
- e) To collaborate on a successful modernisation and implementation of Green Deal data space for environment.

1.3 In order to fully achieve the objectives of this Collaboration Agreement, the Parties will take the following actions: *(please choose and/or add new actions as appropriate for your envisaged collaboration)*

- a) To collaborate on the combined use of synthetic population modelling for COVID-19 use case.
- b) Support the training of scientists, engineers and technical experts i.e. through the exchange of experience in the context of the collaboration on the development of the Green Deal data spaces and use of synthetic population modelling for COVID-19 use case.
- c) Feedback on best practices in relation to geoAI, Digital Twins and Ethics..
- d) Identify new areas of application.
- e) Awareness raising and education.
- f) Participate in the execution of on-going programs, projects and related activities of mutual interest to the Parties.
- g) Identify any other action that they deem appropriate to achieve the objectives of this Collaboration Agreement.

1.4 In case of joint projects in accordance with Article 1.3, the Parties may, prior to commencing a project and on a case-by-case basis, conclude a specific written agreement (hereinafter referred to as **‘the specific agreement’**) detailing the specifics of the joint project and which shall in particular cover any necessary technical and legal (including the responsibilities of each Party and intellectual property rights) aspects.

1.5 The duration of the specific agreement may exceed the duration of this Collaboration Agreement with a maximum of six months provided that the execution of tasks under the specific agreement has started during the duration of the Collaboration Agreement. All provisions of this Collaboration Agreement shall be applicable mutatis mutandis to the specific agreement, unless derogated by specific provisions according to Article 1.6 of this Collaboration Agreement.

1.6 In case of conflict between the provisions of the specific agreement and this Collaboration Agreement, the provisions of the Collaboration Agreement will prevail unless the conflicting provision in the specific agreement is introduced by the phrase *"By derogation from the Collaboration agreement ..."* in which case that provision of the specific agreement prevails over the Collaboration Agreement. However, the Parties may not derogate from the following Articles of this Collaboration Agreement: 1.5, 1.6, 2, 3, 7, 11 and 12.

ARTICLE 2 – RESPONSIBILITIES OF PARTIES

- 2.1** Each Party will be responsible for its personnel in relation to activities undertaken pursuant to this Collaboration Agreement or the specific agreement. For the purposes of this Collaboration Agreement and the specific agreement, ‘**personnel**’ shall mean all persons associated with one Party, including (i) employees, (ii) guest researchers, (iii) persons under contracts similar to employment contracts and (iv) any other persons whose actions can be reasonably attributed to that Party.
- 2.2** When it is necessary for personnel from one Party to participate for brief periods in carrying out activities implemented by the other Party in accordance with the provisions of Article 1.3, the Parties shall conclude a separate agreement (following the specimen under Annex A) as regards the invitation of their personnel to perform work at the other Party's facilities. The agreement shall regulate their mutual rights and obligations, the conditions of co-operation to be provided by the personnel, and the terms under which the Parties authorise their respective personnel to participate. Invited personnel shall comply with the rules and working conditions of the host Party. Invitation of persons not directly associated with one Party, for example, persons associated with subcontractors, is not permitted.
- 2.3** The host Party will assist, as much as possible, in meeting the personal and professional needs of the visitor, including access to institutional facilities within the context of the regulations in force at the host site.
- 2.4** For the purpose of the implementation of this Collaboration agreement and the specific agreement, each Party shall put in place policy that assigns to the Party all rights in any intellectual property generated by the Party’s personnel (or – in case of subcontracting – by the subcontractor or its personnel), so that the Party can efficiently assert ownership as required under Article 8 of this Collaboration Agreement. If the foregoing is not possible under the applicable law, the policy must ensure that the Party acquires other legal title to the intellectual property as close as possible to ownership; in that case, other provisions of this Collaboration Agreement shall be interpreted in a way to accommodate the changed legal title to the intellectual property. Upon a specific request of the other Party, the Party concerned shall provide in writing clarifications of its policy to assert the ownership or other legal title to the intellectual property.

ARTICLE 3 – LIABILITY

- 3.1** Any loss, damage or injury of non-nuclear origin suffered by one Party in connection with the performance of this Collaboration Agreement or the specific agreement shall be borne exclusively by it. If the loss, damage or injury is caused by a person invited by one Party, as described in Article 2.2, the sending Party will be liable for it.
- 3.2** Each Party shall be exclusively liable for any loss, damage or injury of non-nuclear origin caused by its personnel to third parties, arising out of the performance of this Collaboration Agreement or the specific agreement.

- 3.3** Each Party shall indemnify the other Party for all liability in respect of any action for damages brought by third parties and caused by their respective personnel in the course of the performance of this Collaboration Agreement or the specific agreement.
- 3.4** Any liability for loss, damage or injury of nuclear origin will be determined by the legislation of the state in which the installation, which is at the origin of the loss, damage or injury, is located.

ARTICLE 4 – STEERING COMMITTEE

- 4.1** The Parties shall establish a Steering Committee to co-ordinate the research work. The Steering Committee shall meet at least once a year to evaluate past activities, develop detailed plans for future co-operative projects, and discuss any matter concerning the implementation of this Collaboration Agreement. To this end, each Party shall designate one person to serve as its co-ordinator with responsibility for the respective planning. The co-ordinators may nominate other suitable persons to represent them or to attend meetings. The meetings are prepared by the co-ordinators.
- 4.2** The co-ordinator for the JRC shall be Massimo Craglia, Unit B.6, Digital Economy

The co-ordinator for Geonovum shall be Rob van de Velde, Director
- 4.3** All notifications and correspondence under this Collaboration Agreement or the specific agreement shall be sent to the co-ordinators.
- 4.4** The Parties shall communicate to each other in writing any changes with regard to the above-mentioned co-ordinators.

ARTICLE 5 – PROGRESS OF THE WORK, MEETINGS

- 5.1** The Parties shall maintain the right to check on the spot the progress of the work forming the subject matter of this Collaboration Agreement or the specific agreement and to make any observation or suggestion, which they may deem appropriate.
- 5.2** Each Party shall draw up and make available to the other Party any documents necessary to establish the progress of the work forming the subject matter of this Collaboration Agreement or the specific agreement.
- 5.3** The Parties shall attend any meeting convened by mutual agreement in order to establish the state of progress of work already completed and, where appropriate, to change the subsequent course of the work in the light of the results achieved.

ARTICLE 6 – REPORTS

6.1 The Parties shall consult each other to establish together the following reports for each joint project undertaken under this Collaboration Agreement or the specific agreement. In the absence of agreement thereon, each Party shall draw up separate reports.

a) Interim reports

These reports shall describe, in respect of each period specified in the specific agreement:

- the work carried out,
- the results obtained during that period,
- the work programme planned for the subsequent period.

b) Final report

This report shall:

- describe in detail the whole of the work and research carried out,
- describe in detail the results obtained in performance of this Collaboration Agreement,
- contain a summary of the principal work carried out and results obtained.

ARTICLE 7 – FUNDS

7.1 All activities conducted pursuant to this Collaboration Agreement or the specific agreement shall be subject to the availability of funds, personnel and other resources as well as to the applicable laws and regulations, policies and programmes of each Party.

7.2 Each Party shall bear the cost of any expenditure it incurs relating to the performance of its tasks under this Collaboration Agreement or the specific agreement. There will be no transfer of money between the Parties in connection with this Collaboration Agreement or the specific agreement.

ARTICLE 8 – PROTECTION OF THE RESULTS OF THE COOPERATION

8.1. Intellectual Property (IP), and all rights pertaining thereto, created in and for the performance of this Collaboration Agreement shall belong to the Party whose Personnel created it. The owning Party shall have the right to use, exploit, assign or dispose of such IP at its own will and discretion, unless otherwise provided for in this Collaboration Agreement.

8.2. Upon termination or expiry of this Collaboration Agreement, Parties shall send each other a declaration including the list of IP which they have created in and for the performance of this Collaboration Agreement. Parties agree to grant each other rights of access and use for such IP on non-exclusive, royalty-free and non-transferable basis for internal and non-commercial purposes only.

- 8.3. Parties shall put in place appropriate means to ensure their ownership of or rights in such IP to the extent necessary for the exercise of their duties and obligations under this Collaboration Agreement, subject to the maximum achievable extent under the applicable law.
- 8.4. In case the owning Party decides to waive or abandon its rights in such IP, or decides not to protect such IP, whether patentable or not, it undertakes to inform the other Party of its decision. The other Party may decide to pursue the protection of such IP by itself, in its own name and through its own means. For this end, Parties undertake to sign an Assignment Agreement particular to the IP concerned.
- 8.5. In case the IP created in and for the performance of this Collaboration Agreement cannot be clearly or reasonably separated between the Parties, or if the Parties have mutually contributed to the creation of the IP, or if it is evident that the IP created by the Parties have merged to such an extent that different parts cannot exist independently of the other, then such shall be considered as a jointly-owned IP.
- 8.6. Neither Party can dispose of, license, assign, or transfer such jointly-owned IP to third-parties without the prior written consent of the other Party in the absence of a particular joint-ownership agreement. Following the coming into existence of a jointly-owned IP, the Parties undertake to conclude a particular Joint-Ownership Agreement to govern the terms and conditions pertaining to rights, duties and obligations of the Parties concerning the jointly-owned IP.
- 8.7. In case the collaboration performed under this Collaboration Agreement leads to the creation of results in the form of scientific, technical or academic publications, conference proceedings, reports, and similar written work authored through the involvement of the Personnel of both Parties, the Parties undertake to respect each other's rights, moral or economic, and to duly acknowledge and reference the authors and contributors.
- 8.8. Neither Party can publish, disseminate, make publicly available, or disclose to a third party any result of the cooperation without prior written consent of the other Party on the manner, timing and contents of such disclosure. Consent for the foregoing may not be unreasonably withheld. Any breach of this provision shall be considered not only a breach of this Article but also a breach of confidentiality.
- 8.9. The provisions of this Article shall remain valid and legally enforceable for a period of five years from the date of termination or expiry of this Collaboration Agreement. After the five-year period, the provisions of this Article shall remain valid and legally enforceable for as long as a valid intellectual property right protects the results of the cooperation or if the period has been extended by a separate agreement.

ARTICLE 9 – CONFIDENTIALITY

- 9.1 The Parties undertake to keep confidential any information, documentation, data, reports referred to in Article 6, or any other material communicated to them by the other Party (i) as confidential or (ii) the disclosure of which may clearly be prejudicial to the other Party, until the information legitimately becomes publicly available through other parties or through work

or actions lawfully performed outside (not based on activities under this Collaboration Agreement) or has been made available to the receiving Party by another party without any confidentiality restrictions. This confidentiality obligation applies also to information communicated orally when such information shall be kept confidential, for instance in the context of information exchange through seminars and workshops.

- 9.2** Confidentiality of information exchanged orally or in writing in connection with this Collaboration Agreement shall be maintained for a period of five years after its expiry or termination. Notwithstanding the foregoing, any Party may indicate when communicating information to the other Party that the confidentiality of such information shall be maintained even after the said five-year period.

ARTICLE 10 – SUBCONTRACTS

- 10.1** Each Party can subcontract in whole or in part its activities under this Collaboration Agreement or the specific agreement only with a written consent of the other Party, which consent may not be unreasonably withheld.
- 10.2** The subcontracting Party shall remain bound by its obligations to the other Party, who shall retain its rights under the Collaboration Agreement or the specific agreement, as if there were no subcontracting. The Party subcontracting the research work shall ensure the assignment of rights, the entire ownership of results, generated and owned by the sub-contractor to the contracting Party, including appropriate contractual provisions accordingly.

ARTICLE 11 – APPLICABLE LAW AND SETTLEMENT OF DISPUTES

- 11.1** This Collaboration Agreement and the Specific Agreement shall be governed by the law of the European Union complemented, where necessary, by the substantive law of Italy.
- 11.2** Parties shall seek to settle any dispute, controversy or claim arising out of or in connection with this Collaboration Agreement through amicable negotiations. Such effort shall be deemed to have failed when one of the Parties so notifies the other in writing.
- 11.3** If the Parties fail to settle their differences through amicable negotiations, each Party may initiate proceedings before a court of competent jurisdiction. The competent court should be the court of the defendant. For the JRC the competent court is always the General Court of Justice of the European Union in Luxembourg.
- 11.4** By way of derogation from Article 11.3, if the Parties fail to settle their differences in matters related to Intellectual Property Rights under this Collaboration Agreement through amicable negotiations, each Party may request to submit the dispute to mediation in accordance with WIPO Mediation Rules. The place of mediation shall be Brussels unless otherwise agreed upon. The language to be used in the mediation shall be the English language.
- 11.5** If, and to the extent that, any such dispute has not been settled pursuant to the mediation referred to in Article 11.4 within 60 days of the commencement of the mediation, it shall,

upon the filing of a Request for Arbitration by either party, be referred to and finally determined by arbitration in accordance with the WIPO Expedited Arbitration Rules. The place of arbitration shall be Brussels unless otherwise agreed upon. The language to be used in the arbitral proceedings shall be English unless otherwise agreed upon. The difference shall be decided in accordance with the law of the European Union complemented by the substantive law of Italy.

ARTICLE 12 – ENTRY INTO FORCE AND DURATION

- 12.1** This Collaboration Agreement shall enter into force on the date of its signature by the last Party and is concluded for a period of 24 months from said date. This Collaboration Agreement may be extended or amended only by written agreement signed by the duly authorised representatives of both Parties.
- 12.2** Either Party may terminate this Collaboration Agreement at any time upon three months prior written notice to the other Party giving justified reasons for doing so. This shall inter alia be the case where research programmes and budget allocations are no longer compatible with the continuation of the working relationship, procedure or work programme.
- 12.3** The Parties shall evaluate the implementation of this Collaboration Agreement after it has been in force for 12 months. On the basis of this evaluation, the Parties may make modifications for the purpose of better fulfilling the objectives of this Collaboration Agreement.

ARTICLE 13 – MISCELLANEOUS AND ANNEXES

- 13.1** All provisions of this Collaboration Agreement apply without prejudice to the applicable law, including without limitation the law governing the right of public access to documents. Neither Party can claim any damages or breach of this Collaboration Agreement in cases where the other Party acts according to its obligations resulting from the applicable law.
- 13.2** Any personal data included in or relating to this Collaboration Agreement, including its implementation, shall be processed by the JRC in accordance with Regulation (EU) 2018/1725. Such data shall be processed by the controller for the purposes of complying with the administrative and legal procedures relevant for the implementation, management and monitoring of this Agreement; (i.e. the establishment and management of its execution, including drafting, approving and ensuring legal execution of the Agreement and compliance with ancillary legal obligations).

The controller is the Unit for Legal Affairs of JRC.

Any person whose personal data are processed by the controller for the purposes stated above in relation to this Agreement has specific rights as a data subject under Chapter III (Articles 14-25) of Regulation (EU) 2018/1725, in particular the right to access, rectify or erase their personal data and the right to restrict or, where applicable, the right to object to processing or the right to data portability.

Should any person whose personal data are processed in relation to this Agreement have any queries concerning the processing of their personal data, they may address a request to the controller. The data subject may also address a request to the Data Protection Officer of the Commission. Data subjects have the right to lodge a complaint at any time with the European Data Protection Supervisor.

Details concerning the processing of personal data are available in the data protection notice included as an Annex to the present Collaboration Agreement.

13.3 The following annex shall form an integral part of this Collaboration Agreement:

Data protection notice on processing of personal data by the Unit for Legal Affairs of JRC for contractual purposes

Signed in two originals in the English language.

The Joint Research Centre of the European Commission

Done in Brussels on _____

Signature: _____

Stephen Quest
Director General
Joint Research Centre

Signed using a Qualified Electronic Signature compliant with Regulation (EU) No 910/2014 (eIDAS).

Details are shown on the first page, top right, and are visible on the PDF reader application, section "Show Signature Properties"

For the Stichting Geonovum

Done in Amersfoort on _____

Signature: _____

Rob van de Velde
Director Geonovum

ANNEX

DATA PROTECTION NOTICE:

PROCESSING OF PERSONAL DATA BY THE UNIT FOR LEGAL AFFAIRS OF JRC FOR CONTRACTUAL PURPOSES

Table of Contents

- 1. Introduction**
- 2. Why do we process your data?**
- 3. Which data do we collect and process?**
- 4. How long do we keep your data?**
- 5. How do we protect your data?**
- 6. Who has access to your data and to whom is it disclosed?**
- 7. What are your rights and how can you exercise them?**
- 8. Contact information**
- 9. Where to find more detailed information**

1. Introduction

This privacy statement explains the reason for the processing, the way we collect, handle and ensure protection of all personal data provided, how that information is used and what rights you may exercise in relation to your data (the right to access, rectify, block, etc).

The European institutions are committed to protecting and respecting your privacy. As this service collects and further processes personal data, Regulation (EU) 2018/1725¹ is applicable.

This statement concerns the establishment and execution of collaboration instruments, undertaken by the Unit for Legal Affairs of the Joint Research Centre of the European Commission.

2. Why do we process your data?

Purpose of the processing operation: The Unit for Legal Affairs of JRC at the European Commission (referred to hereafter as 'controller') collects and uses your personal information to comply with the administrative

¹ [Regulation \(EU\) 2018/1725](#) of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC, OJ L 295, 21.11.2018, p. 39–98

and legal procedures relevant for the implementation, management and monitoring of collaboration instruments by the JRC (i.e. the establishment and management of their execution, including drafting, approving and ensuring legal execution of the instruments and compliance with ancillary legal obligations, such as archiving or disclosure following requests for access to documents).

3. Which data do we collect and process?

The personal data collected and further processed are:

- Name;
- Function;
- Contact details (e.g. e-mail address, business telephone number, mobile telephone number, fax number, postal address, company and department, country of residence, internet address).

4. How long do we keep your data?

The controller only keeps the data for the time necessary to fulfil the purpose of collection or further processing. In particular:

Data relating to requests for collaboration instruments are processed immediately.. Data encoded at the moment of the signature of the collaboration instrument is kept as it was at the time of reception. The updated data - address or contacts - are used for correspondence and exchanges that follow.

Files relating to collaboration instruments procedures and execution including personal data are to be retained in the service in charge of the procedure until the expiry date of the instrument, and in the archives for a period of 10 years following the expiry of the instrument. These files could be retained until the end of a possible audit if one started before the end of the above periods.

After the periods mentioned above have elapsed, the files containing personal data are assessed and chosen files are sent to the historical archives of the Commission for further conservation, other files are destroyed.

5. How do we protect your data?

All data in electronic format (e-mails, documents, uploaded batches of data etc.) are stored either on the servers of the European Commission or of its contractors; the operations of which abide by the European Commission's security decision of 16 August 2006 [C(2006) 3602] concerning the security of information systems used by the European Commission.

In particular, for electronic information, the information is protected by User IDs and passwords. Only designated staff has the possibility to access the data kept for the purpose of administrative or financial processes. For hardcopy documentation, limited number of staff have access to cupboards; the storage offices are always locked when unattended.

The Commission's contractors are bound by a specific contractual clause for any processing operations of your data on behalf of the Commission, and by the confidentiality obligations deriving from the General Data Protection Regulation (EU) 2016/679.

6. Who has access to your data and to whom is it disclosed?

Access to your data is provided to authorised staff according to the "need to know" principle. Such staff abide by statutory, and when required, additional confidentiality agreements. This includes: Staff of Resource

Support Units, some Directorate A Units, scientific personnel of the JRC Directorates; Staff of OLAF (European Anti-Fraud Office), IDOC (Investigation and Disciplinary Office of the Commission), IAS (Internal Audit Services), IAC (Internal Audit Control) of the JRC and the Legal Service of the Commission as well as staff of other Commission Services (SG, DG BUDG and clearinghouse) upon request in the context of official investigations or for audit purposes.

Further, access to your data may also be provided to institutions exercising scrutiny and control functions, including both EU bodies (Court of Auditors, European Court of Justice, EPDS, Ombudsman) and national authorities (judicial or administrative). Your data may also be disclosed to the public in the context of specific requests for access to documents in accordance with EU legislation.

Recipients of personal data may be within the EU and also in third countries and international organisations with which the JRC establishes scientific or administrative collaboration activities.

7. What are your rights and how can you exercise them?

Any person whose personal data are processed by the controller for the purposes stated above has specific rights as a data subject under Chapter III (Articles 14-25) of Regulation (EU) 2018/1725, in particular the right to access, rectify or erase their personal data and the right to restrict or, where applicable, the right to object to processing or the right to data portability.

Should any person whose personal data are processed in relation to this collaboration instrument have any queries concerning the processing of his or her personal data, they may address a request to the controller. The data subject may also address a request to the Data Protection Officer of the Commission. Data subjects have the right to lodge a complaint at any time with the European Data Protection Supervisor (see contacts below).

8. Contact information

If you have comments or questions, any concerns or a complaint regarding the collection and use of your personal data, please feel free to contact the Data using the following contact information:

The controller:

- European Commission
Joint Research Centre
Unit A.4 – Legal Affairs

Email: JRC-A4-COLLABORATION-INSTRUMENTS@ec.europa.eu

Other contacts:

- The Data Protection Officer (DPO) of the Commission: DATA-PROTECTION-OFFICER@ec.europa.eu
- The European Data Protection Supervisor (EDPS): edps@edps.europa.eu

9. Where to find more detailed information?

The Commission Data Protection Officer publishes the register of all operations processing personal data. You can access the register on the following link : <http://ec.europa.eu/dpo-register>

This specific processing has been notified to the DPO with the following reference: **DPR-EC-00454**