



WP6 – D6.2

Data Management Plan

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¹ 1 Confidentiality level:

PU = Public

PP = Restricted to other programme participants (including the EC services);

RE = Restricted to a group specified by the Consortium (including the EC services);

CO = Confidential, only for members of the Consortium (including the EC services).

INN - Internal only, only the members of the consortium (excluding the EC services)

GLOSSARY OF TERMS

B2C	business-to-consumer
DLSG	Digital Stakeholders Group
EC	European Commission
EU	European Union
EdTech	Educational Technology
EUN	European Schoolnet (EUN PARTNERSHIP AISBL)
FBA	FUNDINGBOX ACCELERATOR SP ZOO
FSTP	Financial Support to Third Parties
GDPR	General Data Protection Regulation
ISDI	INTERNETSIA, S.L.
KPI	Key Performance Indicator
MVP	Minimum Viable Product
SME	Small or Medium Enterprise

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Executive Summary

This document represents deliverable D6.2 Data Management Plan of the European Commission funded project IMPACT EdTech - Incubating High-Impact New Generation EdTech Disruptors for Inclusive & Personalised Learning (project reference: 871275).

The IMPACT EdTech data management plan provides an overview of the key procedures and structures necessary for the adequate treatment and storage of data generated and/or collected during the Impact EdTech project. The information included in this document will act as principle guidance to all actors involved in the treatment of data throughout the life span of the project.

The IMPACT EdTech Data Management Plan is to be periodically reviewed over the duration of the project according to the data collection and processing needs that might be occur. The objectives of this document are to:

- define the type of data that will be collected
- specify the rules for data processing
- ensure that adequate and similar processes by all partners are followed throughout the project
- ensure that the project follows the highest ethical standards and criteria to identify/recruit research participants and the informed consent procedures that will be implemented for the participants.
- indicate the consortium approach to knowledge management and protection, including the protection, ownership and access to results

To achieve these objectives the document contains:

- a risk assessment of data management issues
- detailed information on the procedures that will be implemented for data collection, storage, protection, retention and destruction
- description of the structures that consortium partners have put in place to secure proper treatment of data

The information included in this deliverable supplement Deliverable D6.1 Project Management Plan (submitted in January 2020), which describes issues related to project management and data protection.

Introduction

The purpose of this plan is to provide guidance on how data protection issues will be dealt with in the IMPACT EdTech project. As data protection is one of the important ethical issues that may affect the project, the present document contextualises the information included in a number of relevant publications and guidelines (detailed in section 2.4 below) for the purpose of the IMPACT EdTech project. This plan serves as a complement to these documents, setting out the basic principles on how personal data should be handled in the Project.

The guidelines presented here ensure that all personal data processed in the Project comply with Regulation (EU) 2016/679 of the European Parliament and of the Council of the 27th April 2016, known as the General Data Protection Regulation ("GDPR"). Although GDPR has increased and clarified the rights of data subjects, it has also strengthened the powers of the Data Protection Authorities in the various Member States with respect to levying fines and penalties in the event of infringements of the Regulation or as a consequence of data breaches. As the IMPACT EdTech project is processing personal data, the consortium will ensure that any data collection and processing carried out within the project is complying fully with the requirements of the GDPR. One of the objectives of this plan is to demonstrate to the European Commission (EC) and to the Data Protection Authorities that the project team have acted with due diligence with respect to our obligations under the GDPR.

Although this document mainly deals with GDPR, this is not the only EU regulation considered. Whereas GDPR covers the processing of personal data outside of the EU institutions, EU Regulation 2018/1725 that came into force on the 11th December 2018, deals with processing by the institutions. Consequently, any data required to be submitted to the EC for the purposes of monitoring or verification of the project will be dealt with under Regulation 2018/1725 which closely mirrors the provisions of the GDPR.

The IMPACT EdTech project will establish a start-up incubator-accelerator helping European digital education innovators to bring their digital learning solutions into the market, focusing on those solutions that can contribute to extend personalised and inclusive educational models that support the development of the skills relevant in today's world. IMPACT EdTech will focus on: (A) K12 EdTech solutions, suitable for school education; (B) B2C content-based solutions open to any age group and/or level of education. The project aims to support 42 promising EdTech prototypes from digital learning disruptors in the process of validating and testing their

educational solutions in close collaboration with business and education mentorship and expertise with the aim of preparing promising solutions to reach the market.

IMPACT EdTech, as a project, will deal with ethics issues related to 'Protection of Data' since it will collect general data of European entrepreneurs and SMEs, through an online form within the FundingBox Platform, to select the projects, as well as confidential information on the performance of the selected EdTech Trials included on Acceleration Management System used by ISDI to follow up the Individual Mentoring Plans. In addition, data will be collected by the SMEs participating in the Impact EdTech incubation (recipients of FSTP funding), including personal data and information regarding the performance of vulnerable groups such as minors and individuals with special needs.

Thus, a large part of the data managed in the project will be data related to Disruptors (entrepreneurs, in particular SMEs) participating in the Open Calls and EdTech Trials execution and, therefore, may be considered confidential. Other data will include data collected from the 42 EdTech Trials selected through Open Calls, concerning their progression through the different stages of the IMPACT EdTech 9-months incubation/acceleration cycles.

In the piloting stage of the project (the last 5 months of the incubation cycle), the project will collect personal information of students and other end users (teacher, parents, users) and specific information related to vulnerable groups (e.g. students, individuals with special needs, etc.). The protection of personal data of students and other end users, in particular, involvement of children/minors and other vulnerable groups, is of high importance to the consortium. Therefore, international and European norms and regulations, as well as best practices, will be applied during the pilots of the EdTech prototypes. In particular, when students with disabilities are involved in the pilots of EdTech solutions, participating companies must also comply with international conventions such as the United Nations Convention on the Rights of Persons with Disabilities.

During the preparation of these activities, the project will follow all the relevant European and National laws regarding the processing of personal data as well as its own codes of conduct and best practices. With respect to the issue of consent, it will closely follow the various guidelines that have been issued by independent advisory bodies such as the Article 29 Working Party (see Article 29 Working Party –Guidelines on consent under Regulation 2016/679 as last revised and adopted on 10th April 2018).

The Data Management Plan will be closely followed by partners when processing personal data for the purposes of the IMPACT EdTech project.

1. DATA COLLECTION

This section describes the different types of data that the project will collect through its activities. The IMPACT EdTech consortium will make sure that no irrelevant or unnecessary information is collected and that all participants in the data collection activities adhere to the highest standards, outlined in this document. Since data will be collected by consortium partners, SMEs, and entities participating in project implementation (schools, mentors), each such actor should abide by this Data Management Plan and its provisions.

1.1 Data collected for the implementation of the project

A list of types of data that will be collected throughout the life span of this project can be found in Annex 1.

The data that will be generated and collected during the project will include:

- Data collected in the on-line IMPACT EdTech Community (members of the Digital Learning Stakeholders Group)
- Interactions with stakeholders during Open Call's definition as well as with potential proposers preparing proposals to be submitted to Open Calls
- Personal and professional information about the other actors supporting the project activities (external evaluators, external experts, business, educational and digital learning mentors, other experts involved in events, pilot teachers and schools)
- Personal and confidential information submitted by applicants in the Open Calls (application forms, FSTP follow-up data), managed via FundingBox Platform;
- Data from EdTech Trials executed and KPIs and follow-up reports generated during Incubation Programme follow-up, collected via the Acceleration Management System;
- Data gathered via surveys, interviews or focus groups conducted during the follow up of EdTech Trials;
- Data required for events participation (e.g. personal information, dietary requirements of participants, etc.)

- Data necessary for monitoring and evaluation purposes (feedback surveys following event participation, website data analytics, etc.)

In addition, Participants of the Acceleration program will also collect data necessary to run and evaluate their project. Ethical experts will supervise proper implementation of the ethical rules by FSTP beneficiaries at different project stages.

Broadly, there will be two types of data collected:

- Personal data;
- Data related to the business activity of the participants and their participation in the program.

Personal data collected by consortium partners will avoid including sensitive data like health, sexual lifestyle, ethnicity, political opinion, religious or philosophical conviction. It will be limited to an extent strictly necessary and proportionate for the objectives of the project. (Reference: Regulation (EU) 2016/679, particularly Article 5).

1.2 Data Management by EdTech Trials

Most of FSTP recipients' products will collect data from its users, not only Identity data to manage access or Financial data to purchase services, but also other personal data used for profiling as well as specific data on performance of students during the learning process. However, at this stage the consortium cannot exactly predict the types of data that each EdTech Trial will require to be collected.

To mitigate potential risks, EUN, in collaboration with the prototype companies, will develop two adapted information sheets to accompany the consent forms. The information sheet will have a dedicated section on data collection, storage, and treatment, explaining in detail the mechanism set in place to maximise security (See Section 6) of their personal information. The information form will have the name and contact details of the Data Controller for the pilot concerned. Each EdTech solution start-up will act as the data controller for the specific data which they will be collecting.

1.3 Knowledge Management and Protection

The following considerations regarding the Knowledge Management and Protection will be taken into account during the project:

Protection of Results. The partners are aware that, once the project is complete, the results will be of great interest and benefit to industry, not only on a European

but also at global level. In IMPACT EdTech a significant amount of information and data will belong to the Disruptors (entrepreneurs and SMEs) carrying out the EdTech Trials. Due consideration will be given to this issue, as well as to the needs of dissemination and communication, for which purpose confidential information will be protected at the same time as nonconfidential information might be published in order to fulfil the project's dissemination goals.

Ownership of Results. Intellectual Property Rights (IPR) management is carried out in accordance with the provisions of the Project Grant Agreement with the EC, as well as those in the Consortium Agreement. But in general, all the knowledge, data and results deriving from the projects carried out by the beneficiaries will remain as their property only. IPR of the Third Parties remains their exclusive property.

Access to Results.

- **IMPACT EdTech publications**, if any, will be Open Access. IMPACT EdTech will publish using the Green Model and facilities using international interoperability standards and protocols which can be harvested by the EC service [OpenAire](#), and are visible for Google Searches and similar facilities used by the project partners.
- **EdTech Disruptors funded (third parties):** the Consortium will propose FSTP beneficiaries to consider giving access to the results during the project but final decision in this area will be made by beneficiaries themselves. Regulation of the Bottom-up Projects specific IPR issues is the sole responsibility of the third parties. Each FSTP is responsible for taking the appropriate steps for securing intellectual property of the knowledge or results created during the project. The consortia will support the IPR protection of each FSTP beneficiary through the IPR Manager (EUN).

2. STRUCTURES

Each partner of the consortium will act as Data Controller in their specific field of Data collection for the project. In order to address issues related to data protection and the processing of personal information, each partner of the consortium has also established a number of structures/guides, described in the following.

2.1. Personal Data Management structures of Consortium Partners

EUN Partnership

EUN has a data coordinator who is responsible for giving advice and guidance to the Office on data protection issues. The data protection coordinator is supported by a member of staff who follows-up specific requests from data subjects covering things such as data rectification, requests for deletion of data and data access requests. Each team in the Office has also appointed a data protection ambassador who is responsible for providing advice and training to their own team members overseen by the data protection coordinator.

Funding Box

FundingBox is responsible for open calls and FSTP management. The personal data protection specialist is supervising all operations on personal data. Together with the IT department, is responsible for managing requests from data subjects covering things such as data rectification, requests for deletion of data and data access requests. The FundingBox legal department is responsible for defining the process of managing data other than personal data. IT team supports and secures all those processes.

ISDI

ISDI is responsible for communication related activities and business mentoring activities. ISDI has a GDPR expert to define, revise and update all the privacy and personal data related policy and documents. ISDI will provide two platforms, the IMPACT EdTech Website and the Incubation Management System, where private data will be collected. The related privacy policy will be constantly reviewed and updated by the expert. Participants' consent will be requested when necessary. Moreover, ISDI's GDPR expert instructs the IT department to make sure that all digital information is GDPR compliant.

2.2. Data Advice and Guidance

If a partner has a particular data protection issue which may affect its work in the Project, then this should be raised with the Coordinator (Data Manager). If the issue may have implications for the whole Project, and if the Coordinator feels that it cannot respond adequately, it may decide to create an ad hoc working group with the participation of the Data Controllers of the Project and potentially external experts who will look at the issue in more depth and decide on possible solutions. These experts could include, for example, specialised legal advisers if necessary or consultants on data security. For example, EUN currently works with a professor from the University of Namur on data security issues.

2.3. Ethics Committee

IMPACT EdTech will ensure that the projects selected through Open Calls apply to the ethical standards and guidelines of Horizon 2020 by establishing an Ethics Committee (Section 5 of the Description of Work). The Committee will oversee the ethical issues that arise from the participation of a prototype in the incubation process.

The Committee will make sure that during the application process, potential participants have identified and elaborated any potential ethical issues that the use of their solution might bring. Specific focus will be given when such issues arise with the use of the solution from underaged students. Potential ethical issues will be identified by the companies themselves using a check box form similar to the one used in H2020. This will allow evaluators to quickly flag and take into consideration any ethical issues that the prototype might have. It will also allow the evaluators to ask for more specific details of the potential ethical risks that the prototype might involve before accepting it to enter the incubation project.

All EdTech Trials invited to join the Incubation programme will undergo a strict Ethical Review, perform risk assessment of data management issues and identify requirements on personal data protection or any other potential ethical issue in collaboration with ethics experts who will produce an 'Ethics Summary Report' according to the ethical guidelines of Horizon2020. The Ethics Committee will convene after each selection process and completion of the Ethics Summary Reports and before the signing of FSTP Agreements to approve or amend the Ethics Summary Reports and notice any particular issues that need attention. The Ethics Summary Report once approved must be followed by all relevant participating actors in the incubation process. 'Ethical Summary Report' will be shared with

mentors assigned to each EdTech Trial, and the 'Validation and Testing Roadmap' agreed will take into account the specific tasks required by Ethics Committee to guarantee that MVP development, testing and piloting comply with the requirements established on the Report. The Ethics Committee will be composed by a Chair, two permanent members and four temporary members. Specific issues on ethics that arise during the implementation period will be tackled by the permanent members of the Ethics Committee and the Chair -when necessary.

2.4. Guides and Documents

Apart from this deliverable, IMPACT EdTech will create during the life span of the project a number of documents which deal with ethical issues and more particularly data protection, including the Consortium Agreement, the Impact EdTech Risk Assessment regarding the collection and processing of personal information, as well as information and consent forms for the pilots participants.

In addition, various publications or documents give advice on data protection issues, including the following:

- [FACEA – KA3 Guidelines for ethical issues entitled, “Some Ethical Considerations”](#)
- [Ethics and Data Protection \(DG Research and Innovation – 14th November 2018\)](#)
- [Ethics in Social Science and Research \(DG Research and Innovation – October 2018\)](#)
- [Article 29 Working Party – Guidelines on consent under Regulation 2016/679 \(GDPR\)](#)
- [United Nations Convention on the Rights of Persons with Disabilities](#)
- [European Code of Conduct for Research Integrity, issued by ALLEA](#) (the European Federation of Sciences and Humanities);
- [Directive 2002/58/EC on privacy and electronic communications;](#)
- [The Charter of Fundamental Rights of the EU \(2000/c 364/01\).](#)

2.5. Risk Assessment and Templates

A Risk Assessment concerning data protection issues, was carried out at the start of the IMPACT EdTech Project and an updated version has been attached to these guidelines (please refer to Annex 1). Comments on specific risks which have been

identified in the Assessment or which have been revealed after the Assessment was carried out, are more specifically commented upon in section 6 of this document. Annex 1 also details all types of data that will be collected throughout the life span of this project.

In addition to the Risk Assessment, EUN will produce a number of templates for use in the Project. These include, information and consent forms for students, parents, and permission forms for photographs and videos, in order to comply with the provisions of the GDPR.

Additional specific provisions must be considered in order to address elements and matters that go beyond Data management, for example in the case of EdTech Trials piloted in classrooms, and even more so when vulnerable groups are involved in the piloting itself. In such cases, details on methods used for observation of students participating in the pilots need to be specified, and not only consent but active relationship with their legal guardians and/or carers must be secured, allowing them to monitor the process.

The information sheets will describe in detail the process of the pilots, the aims, methods, and potential implications. It will detail the nature of the participation, the benefits that the research might have to the participant but also to society in general. The information sheet will detail any risks that participation might entail and state the procedures to be followed for any unexpected or incidental findings that may come up during the pilot. Any such findings will be treated confidentially. Participants or their legal guardians will have the opportunity to choose in the consent form they will sign whether they wish to be informed of such findings or not. The information sheet will have a dedicated section on data collection, storage, and treatment, explaining in detail the mechanism set in place to maximise security of their personal information. The information sheet will detail the various rights the data subject has under the GDPR (right of access, rectification, erasure, etc) and the system for obtaining further information or for making complaints. The information sheet will state that when either the legal guardian or the student refuse to sign the consent form, participation in the pilot will be withdrawn. It should be underlined that the language of the information form will be adapted to the requirements of its target audience. Where the information sheet is aimed at children, the language will be age appropriate and as simple as possible (i.e. avoidance of legal jargon and complicated terms). For each prototype the consent forms that will be developed will include check points where participants will consent that they have been provided with detailed description of the aims, methods, and implications of the research. They will have to consent that they understand the voluntary nature of

their participation and that they can withdraw their participation at any point without consequences. Participants will also consent that they agree with the treatment and storage of their data described in the information sheet. In the consent forms there will be adapted text that allows students and parents to agree or disagree with being made aware of any unexpected or incidental findings. Detailed description of the procedures in adapted language will be provided in the information sheet attached to the consent forms. Participants and their legal guardians -when necessary- will have to give their consent in written form. When such process is not possible (i.e. because of illiteracy), consent will be documented with other means (i.e. audio-visual).

2.6. Consortium Agreement and Description of Work

Sections 2.2(a)3 and 5 of the Description of Work deal with the processing of personal data in the Project. All such data has to be processed by the partners in accordance with the provisions of the General Data Protection Regulation. The issue of the processing of personal data by the Directorate-General for Communications Networks, Content and Technology ("DG CONNECT") for the implementation, management and monitoring of the Description of Work is governed by a separate EU Regulation n° 2018/1725; which mirrors GDPR.

In order to manage the implementation of the Project, EUN as Coordinator, will need to collect personal data from the partners for example, the personal data of their staff, experts, consultants, participants in events, etc, in order to fulfil its verification and monitoring role. EUN will also need to pass this personal data on to DG CONNECT so that they can verify and monitor reports from the Project as well as requests for payment. Partners should ensure that they have the procedures in place allowing for such transfer or processing as any delays may cause problems with the approval of reports and payments. DG CONNECT's rights to carry out such processing is clearly set out in the Grant Agreement which all partners have acceded to by virtue of their signed mandate.

3. LEGAL BASIS FOR THE PROCESSING OF PERSONAL DATA

Article 6 of the GDPR establishes a number of grounds for the lawfulness of processing of the personal data of the data subject. Although we do not wish to exclude any of the grounds mentioned in article 6 where these can be legitimately claimed, in IMPACT EdTech the consortium has decided to put the emphasis on consent of the data subject for the processing of their data for one or more specific purposes (see article 6.1 (a) of the GDPR). Consequently, whenever the partners wish to process the personal data of a person for the purposes of the project, they should make sure that they have obtained that person's consent.

Consent is defined under article 4 (11) of the GDPR as "any freely given, specific, informed and unambiguous indication of the data subject's wishes by which he or she, by a statement or by a clear affirmative action, signifies agreement to the processing of the personal data relating to him or her." In the case of IMPACT EdTech, such consent will normally be witnessed by ticking a box (electronic forms) or signing a document (paper version) which establishes the consent of the data subject to the terms and conditions of a privacy notice which should clearly set out the purpose of the processing and the rights of the data subject. In the case of FBA platforms, consent for Terms of service and privacy policy are given at the moment of registration.

In addition to the issue of consent, in the project team also needs to comply with the principles relating to the processing of personal data as set-out in Article 5 of the GDPR. These principles require that personal data in the project should be:

- Processed lawfully, fairly and in a transparent manner
- Collected for specified, explicit and legitimate purposes
- Adequate, relevant and limited to what is necessary in relation to the purposes for which they are processed (data minimization)
- Accurate and, where necessary, kept up to date
- Kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the personal data is kept

- Processed in a manner that ensures appropriate security

Where necessary, in addition to the obligations set out in this policy document, EUN will provide partners with specific guidance or practice notes on these points.

4. RIGHTS OF THE DATA SUBJECT

The consortium will ensure that in any privacy notice that it issues for the Project, for example, for surveys, photo permission forms, registration forms, informed consent forms, the rights of the data subject are mentioned in a concise, transparent, intelligible and easily accessible form, using clear and plain language (see Article 12 of the GDPR). Where the data subject is a child and their consent is requested along with that of the parent or legal guardian, the language will be specially adapted to needs of a minor, for example, the use of complex legal jargon should be avoided.

In particular, any Privacy notice drafted for the Project will contain a detail of the key rights of the data subject which include the following:

- The Right of Access by the data subject to their personal data (Article 15);
- The Right to Rectification (Article 16);
- The Right to Erasure (the right to be forgotten – Article 17);
- The Right to Restriction of Processing (Article 18);
- The Right to Data Portability (Article 20).

EUN may provide specific guidance or practice notes with respect to how the above issues should be dealt within the Project.

5. DATA CONTROLLER OR DATA PROCESSOR?

Under Article 4 (7) of the GDPR, the Controller is defined as “the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of the personal data.” This definition differs to that of a Processor which is defined as “a natural or legal person, public authority, agency or other body which processes personal data on behalf of the Controller.

5.1. Responsibility for Data collection and processing in IMPACT EdTech project

In IMPACT EdTech, there is no overall data controller who is ultimately responsible for the processing of data in the Project. Given that each partner has specific, defined roles and responsibilities, the approach that will be followed is for EUN as Coordinator to be Data Manager for the project management coordination and Data Controller of the data collected through its activities and from potential Data Processors working on its behalf. The IMPACT EdTech partners will be data controllers for the data falling into their fields of action within this project and particularly of the data collected through their respective platforms and by third-party data processors on their behalf.

In the event of any uncertainty as to whether in a particular case a partner is acting as a data controller or processor, the matter may be referred to EUN who may then raise it (depending on the importance or complexity of the issue) with the Project Steering Committee or consult an external expert.

As the Data Manager, EUN will issue a set of guidelines on the collection and processing of personal information which will be shared with the Project partners in order to ensure that adequate and similar processes are followed by all partners throughout the project.

5.2. Third party data processors

As stated above each data controller is responsible for the processing that takes place by other data processors acting under their control. Such processing should normally be covered either by a confidentiality agreement or a contract especially

where such processing is part of a service arrangement. Where a contract is drawn up with the service provider, then the contract should contain the provisions detailed in article 28(3) of the GDPR² with respect to the processing of personal data.

² The provisions of article 28(3) of the GDPR can be found here: <https://gdpr-info.eu/art-28-gdpr/>

6. SECURITY OF DATA

The project will follow the provisions of this Data Management Plan regarding keeping data secure and protected and comply with any advice or guidance of the various Governance structures of the Project with respect to the protection of personal data.

The collected data will be used only for analysis and development purposes related to the project and will be protected according to the procedures for privacy and intellectual property rights defined in the Consortium Agreement. The individual registers of the Open Call and Pilots will be only accessible for evaluation purpose to be done by accredited and authorized evaluators/mentors. Each evaluator/mentor will be granted, with limited access, to a restricted number of registers from the data set. The online access will be awarded for a limited period of time, using a secure mode via authentication process. The same attention to data protection will be placed in publication and dissemination of data and analysis in order to maintain the correct balance between scientific explanation and personal data security.

6.1. Security of data from disruptors

Personal information from Disruptors will only be required to join the online Community and during the application process. Participation in the open call and online Community is voluntary. Each individual will be informed about platform terms of use and privacy policy and possibility to withdraw at any time. This will empower the individuals involved to make a voluntary informed decision about whether or not to participate in the process based on knowledge of the purpose, procedures and outcomes of the research. They will also have the possibility to obtain additional information about their personal data processed and to revoke their consent at any time. Information on how the data will be managed will be provided in advance.

Data will be collected through an online form within FundingBox Platform which will be used during the project's Open Calls and other administration processes managed by FBA. Data will be deposited and secured in the FundingBox Platform. The information will be captured through online forms and will be recorded and stored in FundingBox Cloud infrastructure as an object database. The information will be accessible through an online Dashboard application and only the anonymised data will be downloadable in .csv and .xls formats. Only authorised

users will be allowed to access the data sets via authentication.

After passing the selection phase, disruptors will be guided to sign up to ISDI Incubation Management System, ISDI's platform to manage incubation and acceleration process. Disruptors will be asked to fill in their information in the platform where most consultations between the disruptors and mentors will take place.

Each partner is responsible for all obtained data during their processing and acquisition in their own organization. Each partner is obliged to implement appropriate security measures to ensure the confidentiality of the data.

6.2. Working with Schools

EUN has had valuable experience with respect to research projects and particularly with developing the mechanisms necessary to conduct research in educational environments, and particularly in schools in its member states. In the case of the IMPACT EdTech project, EUN along with its partners, will develop a detailed Code of Conduct based on the guiding principles of the [inGenius code](#) that was produced as part of the inGenius project funded by the Seventh Framework Programme, as well on the good practices developed in eConfidence (H2020) and iTec (FP7). In all these projects, EUN followed closely the ethical guidelines issued by the Ethics Unit of DG Research and Innovation (in particular see Ethics and Data Protection –14th November 2018, Ethics in Social science and Humanities –October 2018), as well as its own codes of practice. The protection of personal data of students and other end users, in particular, involvement of children/minors and other vulnerable groups, is of high importance to the consortium. Therefore, all organisations of this project, both as consortium members and as beneficiaries, involved in activities that include minors must agree to abide by this Code of Conduct, and ensure that all necessary steps are taken to protect the children involved in this project from harm and any ethical risks.

Where schools participate in the piloting activities, then the consortium will ensure that the contract with the schools concerned contain provisions in line with article 28(3) of the GDPR. The contracts will also specify who will keep the originals of the permission forms from the children (and parents) participating in the pilot activities. It may be more practical to allow the schools themselves to keep the originals since it concerns their pupils and the schools themselves will no doubt have systems for the secure storage of such records (this is a point which would need to be checked with the schools concerned).

6.3. Collection and Storage of Data

Unnecessary personal data collection will be avoided. Whenever possible nicknames will be used instead of real names. In case of personal data being collected, it shall be accurate, relevant and limited to what is necessary in relation to the purposes of the project (Directive 2016/679, Article 5, 1 (c)). The personal data needed for statistical analysis will be collected anonymously, i.e. without association with the names of individuals. The personal data will be collected only with the explicit permission of the individuals in question (Informed Consent Procedure), unless collection of such data is required by law. All personal data will be processed “lawfully, fairly and in a transparent manner in relation to the data subject” (Directive 2016/679, Article 5, 1 (a)), and treated confidentially and carefully. The individuals will be given the right to access their personal data and no previously collected data will be utilized. Personal data which has been anonymized or pseudonymised will be stored separately in a different site than where the key identifiers are held. When a third-party platform (e.g. AdobeConnect, SurveyMonkey, Google Sheets, etc.) is used for the collection of personal data, participants will have to consent with the treatment of their data under the third-party’s privacy policy

Data will be mainly collected and stored in the two platforms used for the project: FBA’s FundingBox Platform for Communities & Open Calls Management and ISDI’s Acceleration Management System for the supervision and follow up of the Incubation Programme. As Data Controllers for their respective platform, FBA and ISDI will make sure that they comply with the provisions of this document throughout the duration of the project’s data retention period. Similarly, any surveys, interviews or focus groups conducted during the follow up of EdTech Trials where personal information is gathered and stored, will be performed in way that pays adequate attention to data privacy, protection and management. Each Data Controller will make sure to create and maintain the necessary structures and processes to collect and store data safely. Data Processors collecting and treating personal data on behalf of a Data Controller need to abide by specific provisions, clearly stated in their contracts as mentioned in the provisions of article 28(3) of the GDPR.

6.4. Retention and Destruction of Data

All personal data collected within the project activities will be anonymised upon completion of the project, apart from data that need to be kept for the full audit period. In accordance with the General Data Protection Regulation -GDPR, all research data will not be kept for longer than it is needed. Wherever possible after

the personal data has been used, it should be anonymised or destroyed. Sensitive health or dietary data (registration for events) will be destroyed immediately after it has been used as the consortium sees no reason why such data needs to be kept. Unless related to or included in a publication (including social media and websites), photos taken at an event should not be kept for longer than 2 years (best practice recommendation).

As the project is funded by the EU Commission, it has the right to carry out audits or other verifications on the way in which the Project has been implemented. Consequently, certain personal data (i.e. participants lists, attendance at events) would need to be kept for the full audit period (at least 5 years after the balance payment). This point should therefore need to be mentioned in the relevant privacy notice. This may also be the case for certain accounting information which may need to be kept for defined periods of time for tax and social security purposes.

7. AREAS OF RISK OR CONCERN

As it has already been noted, a Risk Assessment with respect to specific data protection issues, was carried out at the start of the Project and this has been attached to these Guidelines as Annex 1. However, the consortium bears in mind that the risks will change and develop as the IMPACT EdTech project develops. Consequently, it is worthwhile to review some of the principle operating risks that may occur with respect to the processing of personal data in the project. By way of example, these risks may include some of the following:

Table 1: Principle operating risks with respects to data management

Risk Identified	Mitigation/Preventative Measure
Inadequate security measures being implemented by the partner organisations to guard against hacking or other data breaches with respect to the processing of project personal data.	Processing operations should be covered by a data protection policy which should include up to-date security measures (encrypted laptops, regular changes of password, training of staff).
Contact or participant lists being exchanged between partners without the consent of the data subjects concerned.	All such intended exchanges should be dealt with in a privacy notice.
Registration for project events not being covered by an adequate privacy notice (i.e. one compliant with GDPR).	Ensure all registration forms are compliant with GDPR (standard templates produced for photo permission forms).
Use of survey forms which appear to be anonymous but where the information being requested allows one to identify the data subject concerned.	Check survey forms to be sure they are truly anonymous. If not, ensure use of a GDPR compliant notice.

Risk Identified	Mitigation/Preventative Measure
Taking photos or videos at a project event where the participants concerned have not given their consent to such actions.	Make sure that the possibility of taking photos is mentioned in the relevant registration form and covered by a privacy notice which is compliant with GDPR. Ensure rules are clear about how we deal with participants who do not consent.
Ignoring or not responding to requests from data subjects for access or deletion of their personal data.	Requests from data subjects should be responded to within one month of receipt. Make sure someone within the organisation is responsible for responding.
Personal data, which was collected from a data subject for one specific purpose, is intended to be used for an unrelated purpose not detailed in the relevant privacy notice.	Ensure that the use of personal data is in line with what has been written in the relevant privacy notice.
The export of personal data to a company in the United States not covered by privacy shield arrangements.	If you are using third party software, check to see where data will be processed and if the company is part of the Privacy Shield.
Keeping personal data, especially sensitive data such as health data, for longer than is strictly necessary and not implementing secure arrangements to dispose of such data.	Review data retention periods. Ensure that all non-essential data is deleted after usage. Some data may be kept for longer periods (i.e. data required for audit).
Project costs are held to be ineligible because of a refusal to send justifying documents because of data protection reasons.	Ensure that internal policies in the organisation provide for staff personal data to be transferred to the Commission via the Coordinator for verification and monitoring purposes.
Experts used in the Project process personal data not in compliance with GDPR.	Ensure that contracts with experts contain clauses that set out how they have to process personal data (i.e. compliance with GDPR, adequate security measures, following instructions of the Data Controller).

These are just some examples of possible problem or risk areas which may arise with respect to the implementation of the IMPACT EdTech project. It is the responsibility of the Steering Committee of the project to review these risks and the risk assessment against the project activities in order to see if any particular risk has increased or if new risks should be included in the assessment.

8. COMPLAINTS AND OTHER ISSUES

All privacy notices used for the IMPACT EdTech project will indicate the name and address of the data controller who the data subject could contact in the event they have any questions about the exercise of rights under the GDPR. In addition, the name and address of the official body to whom a data subject could complain to should also be indicated in the notice. This will normally be the Data Protection Authority where the Data Controller is based or the Data Protection Authority in the country where the data subject is resident.

In addition to the above, partners may also be contacted by data subjects who want to exercise their rights under the GDPR (i.e. the rights detailed in section 4 above). In most cases, the data controller must reply within a specified time period, normally within one month of the request from the data subject. Before responding to a request, it is good practice to ask for proof of identity from the data subject especially where this concerns subject access or deletion requests³. This is to avoid the possibility that the data controller deletes personal data at the request of someone who it turns out is not the data subject. The possibility to request proof of identity should be included in the relevant privacy notice.

³ Data subjects are using platforms to check the websites where they are registered. These platforms send out a standard deletion request with very little information apart from the e-mail address of the data subject.

Annex 1 – IMPACT EdTech Data Risk Assessment

IMPACT Ed Tech Data	
Name of Project	IMPACT EdTech - Incubating High-IMPACT New Generation EdTech Disruptors for Inclusive & Personalised Learning
Type of Contract	Grant
EU Grant Agreement (indicate Programme and Grant Agreement N°)	
Start Date of Contract	871275
End Date of Contract	01-12-19
EUN Project Manager	31-07-22
Number of Partners	Adina Nistor
Coordinator/Partner/Leader/Subcontractor	3
Who is the Data Controller?	Coordinator
How has this been dealt with in the Project if at all (policies/agreements between the partners or participants)?	Each partner of the consortium will act as Data Controller in their specific field of Data collection for the project. The Coordinator (EUN) will make sure that a Memorandum of Understanding (MoU) is signed by all Data Controllers of the project, ensuring that adequate and similar processes by all partners are followed throughout the project. This will also specify the rules for data processing (see article 28 of the GDPR) where the Data Controllers use data processors
What structures will the project set up to deal with ethical issues?	IMPACT EdTech will take care that the projects selected through Open Calls apply to the ethical standards and guidelines of Horizon 2020 by establishing an Ethics Committee. The Ethics Committee will be in charge of verifying that ethics issues that affect the selected proposals if any, are properly identified and dealt with by the participating companies, and everyone involved in the pilots.
Special Provisions in Project Agreement concerning Data Protection	

Work Package & Task	Partner Responsible	Project Activities	Type of Activities	Type of Data Subjects and numbers	Type of Personal data to be processed	Purpose and way of processing	Processors	Data Controller	Will sensitive data be involved (young people, health or behavioural)?	Retention period	When will data be collected or activity take place?	Comments or special risks
WP 1												
Task 1.1	ISDI	Project Website	Website	cookies	cookies	More details here: https://accelerator.isdi.education/privacy-policy/ . ISDI reserves the right to make changes to this Privacy Policy, therefore Users are advised to visit it periodically.	EdTech Website	ISDI	no	6 years from the end of the year in which the Project ended.	throughout the website life	
Task 1.1	ISDI	Project Newsletter	Newsletter	adults/companies	name, surname, email, organisation, job position, expertise	Newsletter, application from companies to the open call. More details here: https://accelerator.isdi.education/privacy-policy/ Stakeholders that want to become members of the DLSG will have to apply/register using an online form (potentially third party's) to make available all necessary information to the consortium. EUN with the support of ISDI and FBA will make sure that the right balance is kept between the different stakeholders, selecting those closer to the expertise needed.	EdTech Website for subscription, mailchimp or a similar programme for sending	ISDI	no	6 years from the end of the year in which the Project ended.	throughout the website life	
Task 1.2	EUN/ALL	Set up of the DLSG / Application (registration forms)	Online survey	adults / >30	name, surname, email, organisation, job position, expertise		Survey Monkey Amazon, IT and marketing services providers, entities belonging to the FundingBox's capital group.	EUN	no	6 years from the end of the year in which the Project ended.	throughout the project life	
Task 1.2	FBA	Online space for interaction for DLSG members	Community/ Forum	adults, members of the community	name, surname, email, organisation, job position, expertise, other other provided by data subjects.	DLSG members will have to register on the platform to be able to access information shared to them and interact with the other members of the group. Data will be processed in accordance with the Terms of Use and the Privacy Policy of the FundingBox Platform		FBA	no	6 years from the end of the year in which the Project ended.	throughout the project life	
Task 1.3	ALL	Outreach	Online Webinars, Info Days	adults	name, surname, email, organisation, job position	Participants to those events will have to register online/on paper for reporting purposes. Third party processors might be used for online events	online (Survey/Monkey/Google forms/Adobe Connect/ printed forms	each partner will act as Data Controller for the events they organise	no	6 years from the end of the year in which the Project ended.	throughout the project life	
WP 2												
Task 2.1	FBA	Open Call Management tool	Online form	adults, open calls participant	name, surname, email, organisation, job position, contact details, general and professional background, other provided by data subjects.	This web-based system will allow managing the whole Open Call cycle in a virtual way and following the EC standards. As the existing Platform already has all the functionalities needed, only customization and integration tasks are foreseen. The information will be captured through online forms and will be recorded and stored in FBOX Cloud infrastructure as an object database. Only authorised users will be allowed to access the data sets via authentication. The FBOX platform applies technological and organizational measures to secure processing of personal data against publishing to unauthorised persons, processing in violation of the law and change, loss, damage or destruction.	Amazon, IT and marketing services providers, entities belonging to the FundingBox's capital group.	FBA	no	6 years from the end of the year in which the Project ended.	M5-7 & M17-19	
Task 2.3	ALL	Selection of external Evaluators	Online form	adults / >13	general and professional background	Stakeholders that want to become external evaluators will have to apply/register using an online form (potentially third party's) to make available all necessary information to the consortium. External experts will have to sign the 'Code of Conduct for Independent Experts and Declaration of Confidentiality' and confirm 'the absence of any conflict of interest' according with the template included in Annex 4 of 'Guidance note on financial support to third parties under H2020'. External Evaluator contracts will include clauses referred to their role as processors of information	Survey Monkey/Google forms/EUSurvey/ FBA Spaces	FBA	maybe	6 years from the end of the year in which the Project ended.	M6-20	to be shared with the EC
Task 2.3	EUN	Selection of ethics Evaluators	Online form	adults / >7	general and professional background	Stakeholders identified to become external evaluators will have to register using an online form (potentially third party's) to make available all necessary information to the consortium. Ethics Experts will perform an Ethics Review of proposals to see if there are any ethics issues raised in the proposal. Ethics Evaluators contracts will include clauses referred to their role as processors of information EUN will offer to up to two representatives of MoEs (or experts proposed by them) to consult the 'Selection Committee' and to be present as observers at the event. To that end they will need to register using an online form (potentially third party's) to make available all necessary information to the consortium.	Survey Monkey/Google forms/EUSurvey/ FBA Spaces	EUN	maybe	6 years from the end of the year in which the Project ended.	M6-20	
Task 2.4	EUN	MoEs invited to Jury Day	Online form	adults	name, surname, email, organisation, job position		Survey Monkey/ EUSurvey/Eagle Travel	EUN	no	6 years from the end of the year in which the Project ended.	M9 & M21	

Work Package & Task	Partner Responsible	Project Activities	Type of Activities	Type of Data Subjects and numbers	Type of Personal data to be processed	Purpose and way of processing	Processors	Data Controller	Will sensitive data be involved (young people, health or behavioural)?	Retention period	When will data be collected or activity take place?	Comments or special risks
WP3												
Task 3.1	ISDI/EUN	Validated pool of mentors	Online form	adults	general and professional background	Stakeholders that want to become mentors will have to apply/register using an online form (potentially third party's) to make available all necessary information to the consortium. Mentors' contracts will include clauses referring to their role as processors of information	Survey Monkey/ EUSurvey/Eagle Travel/ ISDI Incubation Management System	EUN for educational men	no	6 years from the end of the year in which the Project ended. 6 years from the end of the year in which the Project ended.	M10 & M22	to be shared with the EC
Task 3.2	ISDI/EUN	Validation of contacts mentors-companies	Contract	adults	name, surname, email, organisation, job position	Include clause to avoid conflict of interest and reference to the way data shall be treated EUN will select, out of its early adopters pool, the teachers/schools that would be best suited to pilot the solutions and services incorporated in the programme. Stakeholders that want to become mentors will have to apply/register using an online form (potentially third party's) to make available all necessary information to the consortium. Mentors' contracts will include clauses referring to their role as processors of information	online/ printed forms	EUN for educational men	no	6 years from the end of the year in which the Project ended.	M10 & M22	
Task 3.3	EUN	Open Call for schools/teachers	Online form	schools	general information and motivation		Survey Monkey/ EUSurvey/Eagle Travel/ ISDI Incubation Management System	EUN for selection, ISDI du	no	6 years from the end of the year in which the Project ended. 6 years from the end of the year in which the Project ended.	M13-26	
Task 3.3	FBA, EUN validate	Contracts with schools/teachers	Contract	adults/schools	name, surname, email, organisation, job position	Include clause to avoid conflict of interest and reference to the way data shall be treated	mailing services	FBA (EUN)	no	6 years from the end of the year in which the Project ended. 6 years from the end of the year in which the Project ended.	M14 & M26	
Task 3.4	ISDI	Pool of validated suppliers of B2C for testing	Contract	adults/tech suppliers	name, surname, email, organisation, job position	Include clause to avoid conflict of interest and reference to the way data shall be treated	online/ printed forms	ISDI	no	6 years from the end of the year in which the Project ended.	M14 & M26	
WP4												
Task 4.1	ISDI	Bootcamp1	Event	adults/companies	name, surname, email, organisation, job position	ISDI will organise the Bootcamp in Madrid. To that end, participants will need to register using an online form (potentially third party's) to make available all necessary information to the consortium.	Google Form/Survey Monkey	ISDI	maybe	6 years from the end of the year in which the Project ended. 6 years from the end of the year in which the Project ended.	M11 & M23	
Task 4.3	EUN	MVP Live Testing	Event	adults/companies	name, surname, email, organisation, job position	EUN will organise the event in Brussels. To that end participants will need to register using an online form (potentially third party's) to make available all necessary information to the consortium.	Survey Monkey/Google forms/EUSurvey	EUN	no	6 years from the end of the year in which the Project ended.	M14 & M26	
WP5												
Task 5.1	ISDI	Bootcamp2	Event	adults/companies	name, surname, email, organisation, job position	ISDI will organise the Bootcamp in Madrid. To that end, participants will need to register using an online form (potentially third party's) to make available all necessary information to the consortium.	Google Form/Survey Monkey	ISDI	ISDI to fill in	6 years from the end of the year in which the Project ended.	M15 & M27	
Task 5.3	EUN	Pilot strand A.1	Consent form	minors/adults	potentially: name, surname, personality type, special needs, tbs	Informed consent forms will be developed by EUN, each adapted to the specificities of the prototype to be validated in the pilot concerned. For each validation pilot, EUN will develop two consent forms, each using adapted language to make sure that all information is understandable by the signing individual. Additional specific provisions must be considered in order to address elements and matters that go beyond Data management, for example in the case of EdTech Trials piloted in classrooms, and even more so when vulnerable groups are involved in the piloting itself.	online/ printed forms	pilot companies	potentially	6 years from the end of the year in which the Project ended. 6 years from the end of the year in which the Project ended.	M15 & M27	
Task 5.3	EUN	Pilot strand A.1 training	Event	adults	name, surname, email, organisation, job position	EUN will organise the event in Brussels. To that end participants will need to register using an online form (potentially third party's) to make available all necessary information to the consortium.	Eagle Travel/ Survey Monkey	EUN	no	6 years from the end of the year in which the Project ended.	M15 & M27	
Task 5.3	EUN	Pilot strand A.1 wrap up	Online event	adults	name, surname, email, organisation, job position	EUN will organise the event online using ISDI Incubation Management System or third party's platform. To that end participants will need to register using an online form (potentially third party's) to make available all necessary information to the consortium. They also potentially need to provide to a third party some information (name, email) to be able to participate in the event Participants will contribute through online consultation using ISDI Incubation Management System. To that end they will need to register using an online form (potentially third party's) to make available all necessary information to the consortium.	AdobeConnect or similar	EUN	no	6 years from the end of the year in which the Project ended. 6 years from the end of the year in which the Project ended.	M19 & M31	
Task 5.4	EUN	Pilot strand A.2	Pilot	adults	potentially: name, surname, personality type, special needs, tbs		ISDI Incubation Management System	ISDI	maybe	6 years from the end of the year in which the Project ended. 6 years from the end of the year in which the Project ended.	M15-19 & M27-31	
Task 5.4	EUN	Pilot strand A.2	Event	adults	name, surname, email, organisation, job position	EUN will organise the event in Brussels. To that end participants will need to register using an online form (potentially third party's) to make available all necessary information to the consortium.	Eagle Travel/ Survey Monkey	EUN	no	6 years from the end of the year in which the Project ended. 6 years from the end of the year in which the Project ended.	M15, M19 & M27, M31	
Task 5.5	ISDI	Pilot strand B	Pilot	adults	potentially: name, surname, personality type, special needs, tbs	To that end they will need to register using an online form (potentially third party's) to make available all necessary information to the consortium.	ISDI Incubation Management System	ISDI	maybe	6 years from the end of the year in which the Project ended.	M15-19 & M27-31	
Task 5.3, 5.4, 5.5	EUN/ISDI	ISDI Incubation Management System	Management system of inc,	adults/companies	all relevant information regarding companies, mentors, and data collected during the incubation and the pilots (potentially: name, surname, personality type, special needs, tbs)	As a result of the use of certain functionalities of ISDI platform, disruptors agree to provide certain personal data that will be incorporated into ISDI Accelerator files for processing. Such data potentially can be personal data, feedback and correspondence of users, other information)	ISDI Incubation Management System	Internetsia, S.L. (ISDI)	maybe	6 years from the end of the year in which the Project ended.	throughout the project life	
WP6												
Task 6.2	EUN	Financial Management of FSTPS	Management	financial data	financial data of companies	EUN will oversee the financial data and administrative parts of contracts between the consortium and the companies.	Microsoft Dynamics	EUN	yes	6 years from the end of the year in which the Project ended.	throughout the project life	