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## Background of INTERACT GIS

In collaboration with INTERACT and SITES, an information system called INTERACT GIS has been developed and made available for usage at INTERACT and SITES field stations. A central aspect of INTERACT GIS involves collecting and processing personal data that falls within the framework of Regulation (EU) 2016/679 of the European Parliament and Council, regarding the protection of natural persons with respect to the processing of personal data, regarding the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation, GDPR). Such collection and processing entail responsibilities on the “controller”, which according to the GDPR is “the legal person that processes personal data within its business”. As INTERACT GIS offers support to the field stations’ own operations, each station that uses the system is therefore to be considered a controller.

In the event that the controller’s organisation engages an external resource to process personal data, this resource is called a “processor”. In the case of INTERACT GIS, it is the Swedish University of Agricultural Science, SLU, that is responsible for the processing of personal data on behalf

of the field stations until further notice. According to direct requirements of the GDPR, the relationship between a controller and processor must be regulated in a written agreement where the processor's responsibilities are clarified:

- The processor assumes responsibility for ensuring an adequate level of security in terms of aspects such as technical and organisational security, data availability, authorisation, etc.
- The processor assumes responsibility for immediately notifying the controller of any breaches, incidents, or doubts regarding the application of the Personal Data Act.

This Agreement therefore regulates the responsibility between the controller users of INTERACT GIS and the processor SLU, and is called a "Data Processing Agreement". The Agreement is drawn up separately for each organisation/field station that uses INTERACT GIS, and is produced in two copies signed by both parties in each individual case.

The processor SLU establishes a similar agreement with the organisation that assists SLU with the operation and service of INTERACT GIS (sub-processor: ICT Services and System Development at Umeå University Sweden, UmU ITS). With this Agreement, UmU ITS is imposed the same liabilities towards the Station as SLU.

Part of the project work with development and making INTERACT GIS available includes the creation of a station-based administrative organisation that takes over the responsibility as processor from SLU as soon as possible. This INTERACT GIS administrative organisation should consist of members representing the users (the controllers), whereby the processing administrative organisation continues to cooperate with its sub-processor UmU ITS (which is responsible for operation and service). In order for this arrangement to be possible, an INTERACT GIS administrative organisation needs to be established with the status of its own legal person.

Due to SLU's provisional commitment as processor, and in preparation for the INTERACT GIS administrative organisation's takeover of this role, the INTERACT GIS future administrative organisation should be "substituted" in all cases where SLU figures in this Agreement.

INTERACT GIS has been developed on the initiative of SLU, and with SLU as the principal investigator. The development work has been ongoing for approximately six years with primary funding from the EU's Seventh Framework Programme and EU Horizon 2020 (via INTERACT), as well as from the Swedish Research Council (via SITES). According to Swedish copyright law, SLU owns the intellectual property rights to INTERACT GIS, and the right to freely develop INTERACT GIS and offer it to users freely determined by SLU. This applies regardless of the amount of open components in the final software. SLU is also free to choose administrative and operational organisations for INTERACT GIS.

## **References to INTERACT GIS**

If and when GIS is mentioned in the media, SLU's intellectual property rights shall be referred to with the following reference:

*Thierfelder T., et al., 2019: INTERACT GIS*

*Thierfelder, T., Swedish University of Agricultural Sciences,  
Department of Energy & Technology,  
P.O. Box 7032, 750 07 Uppsala, Sweden.*

## Summary of field station obligations

This Agreement shall be interpreted as a delegation of responsibility from a controller field station to the processor. The absolute bulk of obligations is therefore the responsibility of the processor, whereas the obligations of the controller field station are more general in nature. The parties' obligations are detailed in the agreement text below, while all of the controller field station's obligations are also restated in this summary:

- As Controller, the field station is responsible for all Processing of Personal Data, in accordance with the Personal Data Act, the GDPR and supplementary legislation (or equivalent laws and ordinances) in the nation where the Field Station is located.
- The Field Station shall ensure that the processing of personal data in INTERACT GIS is only done in accordance with this agreement and in accordance with any applicable legislation.
- Without delay, the Field Station shall inform SLU of changes in the Processing of Personal Data that affect SLU's obligations.
- The Field Station shall provide SLU with the correct information and the personal data that is necessary and appropriate for it to fulfil its obligations under the Agreement and applicable provisions.

## Data Processing Agreement

This Personal Data Agreement ("the Agreement") has been concluded between:

**Controller:** The respective field station ("the Field Station")

**Processor:** Swedish University of Agricultural Sciences ("SLU")

The parties above will hereafter be jointly referred to as "the Parties" and separately as "Party".

### 1. Definitions

To the extent Regulation (EU) 2016/679 of the European Parliament and of the Council ("GDPR") contains terminology corresponding to those used in the Agreement, such terms shall be interpreted and applied in accordance with the GDPR.

In the Agreement, the following definitions apply:

#### Agreement

This Data Processing Agreement, and any changes and additions to it, that have been implemented in accordance with the provisions of this Data Processing Agreement.

#### Processing/Process

Any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

#### Personal Data

Any information relating to an identified or identifiable natural person ('data subject'); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

### Controller

The party that, alone or together with others, determines the purposes and means of the processing of personal data.

### Processor

The party that Processes personal data on behalf of the controller.

### Personal data breach

A breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data transmitted, stored or otherwise processed.

### Data subject

The person to whom personal data relates.

### Applicable provisions

Regulations and practices related to the GDPR and Swedish supplementary legislation to the GDPR.

### Sub-processor

The party processing personal data according to instructions by SLU.

## **2. Background and purpose**

- 2.1 The purpose of the Personal Data Processing is to use INTERACT GIS to create a central register where the information, including personal data, collected at the Field Station can be stored and made available, thus contributing to the promotion and dissemination of knowledge on the circumpolar research and environmental monitoring being done at all connected field stations. With INTERACT GIS, personal data is not disseminated publicly in any way other than via publications referred to by accessible information, while logged in users can also view personal data in other ways. All logged-in users have been reviewed in conjunction with applying for the necessary account. See Appendix 1 for a more detailed description of background and purpose.
- 2.2 SLU will process personal data and other information related to the Processing of the Personal Data on behalf of the Field Station.
- 2.3 As owner of INTERACT GIS, SLU provides a Documented Account of how Personal Data is processed, see Appendix 1. This account shall inter alia, but not exclusively, indicate the Personal Data that will be Processed, the subject of the Processing, the duration and scope, nature and purpose of the Processing, the type of Personal Data and the categories of Data Subjects.

## **3. Obligations of the Field Station**

- 3.1 As Controller, the field station is responsible for all Processing of Personal Data, in accordance with the Personal Data Act, the GDPR and supplementary legislation (or equivalent laws and ordinances) in the nation where the Field Station is located.
- 3.2 The Field Station shall ensure that the processing of personal data in INTERACT GIS is only done in accordance with this agreement and in accordance with any applicable legislation.
- 3.3 Without delay, the Field Station shall inform SLU of changes in the Processing of Personal Data that affect SLU's obligations.
- 3.4 The Field Station shall provide SLU with the correct information and the personal data that is necessary and appropriate for it to fulfil its obligations under the Agreement and applicable provisions.

#### 4. SLU's responsibilities

- 4.1 SLU, and its subprocessors, shall only process personal data on behalf of the Field Station in accordance with the Documented Account (*Appendix 1*), as per this Agreement, and according to other applicable provisions. SLU may not, without the Field Station's consent, an injunction from the Swedish Data Protection Authority, or mandatory legislation:
- collect or disclose personal data from or to a third party, unless otherwise agreed in writing,
  - change the method of processing,
  - copy or re-create personal data, unless otherwise agreed in writing.
- 4.2 If requested by the Field Station, SLU shall undertake the measures necessary to support the Field Station in securing the legal rights of the registered subjects in accordance with applicable legislation. The request shall be submitted in writing to the Data Protection Officer at SLU (see Section 11.2 below).
- 4.3 SLU shall keep a written list, including in electronic form, of all categories of processing carried out on behalf of the Field Station, which includes the following:
- Name and contact details for SLU and the Field Station on whose behalf SLU acts and, where applicable, for the Field Station's or SLU's representatives, and the Data Protection Officer.
  - The categories of processing carried out on behalf of the Field Station.
  - Where possible, a general description of the technical and organisational security measures.
- 4.4 SLU shall immediately notify the Field Station if SLU considers the processing to be in breach of the Agreement, the GDPR, or other applicable legislation. SLU shall then wait for instructions from the Field Station.
- 4.5 SLU may not disclose personal data or information on the processing of Personal Data without prior consent from the Field Station, except in the event of an injunction from the Swedish Data Protection Authority, or if SLU is obliged to do so by law, court ruling, or government decision.
- 4.6 SLU shall, without undue delay, notify the Field Station if SLU is contacted by the Data Protection Authority, data subject or third party, for the purpose of gaining access to personal data being processed by SLU. SLU does not have the right to independently represent the Field Station in these matters.
- 4.7 The Field Station has the right, independently or through a third party, to conduct an audit on SLU or otherwise verify that SLU's processing of personal data complies with the Agreement and applicable provisions. During such an audit or verification, SLU shall give the Field Station the assistance needed to perform the audit.
- 4.8 SLU shall give the Field Station access to premises and equipment for inspection with the aim of ensuring that SLU fulfils its obligations under the Agreement and other applicable provisions.
- 4.9 SLU shall, upon request and without undue delay, show compliance with the obligations under the Agreement and other applicable provisions. This includes, but not exclusively, an obligation to provide documentation, demonstrate compliance with codes of conduct or certifications, and enable and assist the Field Station in performing necessary audits and inspections.
- 4.10 SLU shall give the Field Station access to all the personal data that SLU processes on behalf of the Field Station. This also includes access to information and documents that the Field Station needs to exercise control over SLU's compliance with the Agreement and other applicable provisions. Such access shall be granted without undue delay.

4.11 SLU shall, where necessary and upon request, assist the Field Station in fulfilling its obligations arising from the provisions of the GDPR regarding impact assessments relating to data protection and prior consultation with the Data Protection Authority.

4.12 SLU shall, where necessary and upon request, assist the Field Station in fulfilling its obligations arising from the provisions of the GDPR regarding the rights of data subjects.

4.13 SLU guarantees that it temporarily possesses the necessary technical and organisational capacity and capabilities, including solutions, competence, financial and personal resources, procedures and methods, to fulfil its obligations according to the Agreement and applicable provisions. In the instance that the INTERACT GIS administrative organisation assumes the role of processor from SLU, this guarantee is transferred from SLU to the INTERACT GIS administrative organisation.

4.14 SLU undertakes not to use the Personal Data for its own purposes.

## 5. Security

5.1 Taking into account the latest developments, implementation costs and the nature, scope, context and purpose of the processing, as well as the risks – of varying probability and severity – to natural persons' rights and freedoms, SLU shall take appropriate technical and organisational measures to ensure a level of security that is appropriate in relation to the risk, including, where possible:

- pseudonymisation and encryption of personal data
- the ability to continuously ensure confidentiality, privacy, and accessibility,
- the ability to restore availability and access to personal data in a reasonable time in the event of a physical and/or technical incident,
- a procedure for regular testing, examination and evaluation of the effectiveness of the technical and organisational measures to ensure the security of the processing.

5.2 SLU shall evaluate the risks of the processing, such as encryption, and take measures to reduce these. Evaluation shall without delay be handed over to the Field Station in step with measures having been taken.

5.3 SLU shall implement measures to ensure that every natural person and legal person conducting work under the auspices of SLU, and that have access to personal data, shall only process this data according to the instructions SLU has received from the Field Station.

5.4 SLU is responsible for ensuring that each natural person who has access to the personal data being processed under the Agreement, possesses adequate knowledge and training to securely and appropriately process the Personal Data.

5.5 SLU agrees to process personal data, and other information that presents a link to the Agreement, in accordance with applicable confidentiality legislation. The staff that process personal data have entered into special confidentiality agreements or have been informed that there is an obligation or secrecy under agreement or applicable law.

5.6 SLU shall ensure that all employees, consultants and other persons for whom SLU is responsible, and who process personal data, are bound by an appropriate confidentiality commitment, and that they are informed on how the processing of personal data may be done.

5.7 SLU is responsible for ensuring that persons with access to the personal data are informed about how they may process the personal data in accordance with the instructions from the Field Station. SLU shall also ensure adequate access control.

- 5.8 In the event of a suspected or discovered Personal Data Breach, SLU shall immediately investigate the breach and take measures to mitigate the potential adverse effects.
- 5.9 If requested by the Field Station, a description of the Personal Data Breach is to be provided to the Field Station within 48 hours. Such a description shall at least contain the following:
- a. a description of the nature of the personal data breach including, if possible, the categories and the approximate number of data subjects concerned and the categories and approximate number of personal data items concerned,
  - b. the name and contact details for the Data Protection Officer or other contact points where more information can be obtained,
  - c. a description of the likely consequences of the data protection breach, and
  - d. a description of the measures that SLU has taken or proposed to remedy the personal data breach including, where appropriate, measures to mitigate the potential adverse effects.
- If and to the extent it is not possible to provide the information all at once, the information may be provided in instalments without undue delay.
- 5.10 SLU shall assist the Field Station in ensuring compliance with its obligations according to applicable provisions on personal data breaches, taking into account the type of processing and the information available to SLU. This also applies if the Field Station suspects or discovers a personal data breach.
- 5.11 SLU shall notify the Field Station without undue delay, but no later than 24 hours, after having suspected or discovered a Personal Data Breach. The notification shall contain the information required by the Field Station to fulfil its obligations in relation to the Swedish Data Protection Authority.
- 5.12 The above notification obligation to the Field Station also applies if SLU for some other reason cannot fulfil its obligations under the Agreement, or is aware that personal data has been processed in contravention of the Agreement.

## **6. Engagement of a sub-processor**

- 6.1 SLU may engage Sub-processors for Processing the Personal Data. If SLU shall engage a Sub-processor, this must be approved in advance by the Field Station.
- 6.2 SLU shall enter into a written agreement with the Sub-processor regarding the Processing of Personal Data, in which the Sub-processor assumes the same obligations as imposed on SLU under this Agreement. Signed Sub-processor Agreements are to be sent to the Field Station for information purposes. At the request of the Field Station, SLU shall provide the Field Station with information on the Sub-processor, such as contact information, the type of service performed by the Sub-processor, where the Sub-processor is Processing Personal Data covered by the agreement, etc.
- 6.3 Engagement of a Sub-processor does not impact SLU's obligations in relation to the Field Station under this Agreement, and SLU is fully responsible for the Sub-processor's Processing of the Personal Data vis-à-vis the Field Station.

## **7. Liability for damage**

- 7.1 In the event that a Data Subject or other party lodges a claim against the Field Station due to SLU's Processing of Personal Data, SLU shall indemnify the Field Station for such claims that result from SLU not complying with this Agreement. The Field Station shall promptly inform SLU that such a claim has been received.

7.2 In the event that a claim relates to Personal Data not covered by the Agreement, but for which the Field Station is responsible, SLU shall not be held liable for damages. This also applies if the Field Station Processes Personal Data for purposes other than those covered by the Agreement.

7.3 The Field Station shall indemnify SLU for damages or costs arising from the Processing that are attributable to the Field Station's actions. SLU shall promptly notify the Field Station about any damages claim directed against SLU arising from the Processing of Personal Data within the framework of this Agreement.

## **8. Duration of the Agreement and changes to the Agreement**

8.1 The Agreement applies from when it is signed by the Parties, and until the INTERACT GIS administrative organisation takes over the task as processor for the controller's user stations. Upon termination of the Agreement, the Field Station's permission to process data ceases with immediate effect. The Agreement is valid as long as any Field Stations' data remains stored in INTERACT GIS.

8.2 When SLU's assignment to process the Field Station's personal data ends, SLU shall promptly transfer the task of processor to the subsequent processor and support this organisational change in all ways.

8.3 The Field Station may only make changes to the Agreement to the extent necessary to comply with applicable law.

8.4 SLU is not entitled to call for changes to the Agreement.

## **9. Notifications**

9.1 Notifications and notices under the Agreement shall be in writing. Notifications shall be made to a contact person designated by the Field Station.

9.2 Personal data breaches shall always be

9.3 notified by e-mail to the address indicated by the Field Station.

## **10. Applicable law and disputes**

10.1 Swedish law shall apply to this Agreement.

10.2 Disputes concerning the interpretation of this Agreement shall be settled by the applicable Swedish court.



## 11. Signing and signatures

With their signatures, the Parties pledge to follow this Agreement.

Through this Agreement, the Station approves SLU's choice of UmU ITS as sub-processor.

The Agreement has been drawn up in two (2) original copies, one for each Party.

### 11.1 Controller

Name of the controller station:.....

Name of the person in charge of data management, or similar:.....

Contact details for the person in charge of data management:.....

.....  
.....

Place and date:.....

Signature of person in charge of data management:.....

### 11.2 Processor

Name of responsible processor at SLU: Tomas Thierfelder.....

Contact details for the responsible processor at SLU: Dept. of Energy & Technology.....

P.O. Box 7032, 750 07 Uppsala, Sweden. E-mail: Tomas.Thierfelder@slu.se,.....

phone: +46 (0)18 671793.....

Contact details for Data Protection Officer at SLU: E-mail: dataskydd@slu.se,.....

phone: +46 (0)18 6576100.....

Swedish Data Protection Authority:

[www.datainspektionen.se/vagledning/for-dig-som-privatperson/klagomal-och-tips/](http://www.datainspektionen.se/vagledning/for-dig-som-privatperson/klagomal-och-tips/).....

Place and date:.....

Signature of responsible processor at SLU:.....

## **Appendix 1: Declaration regarding the processing of personal data in INTERACT GIS**

### **Controller, processor and sub-processor**

In collaboration with INTERACT ([www.eu-interact.org](http://www.eu-interact.org)) and SITES ([www.fieldsites.se](http://www.fieldsites.se)), an information system called INTERACT GIS has been developed and made available for usage at INTERACT and SITES field stations. A central aspect of INTERACT GIS involves collecting and storing personal data that falls within the framework of the European Parliament's General Data Protection Regulation, GDPR. Such collection and storage requires a controller, which according to the GDPR is "the legal person that processes personal data within its business". As INTERACT GIS offers support to the field stations' own operations, each station that uses the system is therefore to be considered a *controller*.

In the event that the controller's organisation engages an external resource to process personal data, this resource is called a "*processor*". In the case of INTERACT GIS, it is the Swedish University of Agricultural Science, SLU, that is responsible for the processing of personal data on behalf of the field stations until further notice.

SLU's contact person regarding the processing of personal data can be reached at [matts.djos@slu.se](mailto:matts.djos@slu.se), and the Data Protection Officer at SLU is reached at [dataskydd@slu.se](mailto:dataskydd@slu.se) or +46 (0)18-67 20 90.

In its role as processor, SLU delegates the responsibility for operation and service of INTERACT GIS to its *sub-processor* "ICT Services and System Development" at Umeå University Sweden, UmU ITS.

### **Purpose of the processing of personal data**

At the overall level, INTERACT GIS collects, stores, and disseminates information, including personal data, in order to promote and disseminate knowledge regarding the circumpolar research and environmental monitoring that is conducted at Northern field stations. Personal data is not disseminated publicly in any way other than via publications referred to by accessible information, while logged-in users can view personal data also in other ways.

On a more specific level, INTERACT GIS collects, stores and disseminates personal data in order to:

- ~ Preserve the knowledge of the activities that have taken place at Northern field stations.
- ~ Enable historical research concerning the activities that have taken place at Northern field stations.
- ~ Provide information regarding the activities that have taken place at Northern field stations.
- ~ Provide georeferenced publication databases.
- ~ Enable searches of the data produced in the activities performed at Northern field stations.
- ~ Enable contact between those who have engaged in activities at Northern field stations.
- ~ Administrate and plan activities at Northern field stations.
- ~ Create a basis for operational analyses and reports at Northern field stations.

Activities at a Northern field station normally includes research, environmental monitoring, teaching and/or conference activities.

### **Legal basis for the processing of personal data**

INTERACT GIS web applications are provided free of cost to the public, but at cost price for the field stations using it for active administration. In order to access functionalities for the administration of field stations, the public user must apply for a user account that is subject to the data processing agreement established between SLU and each of the active user stations, where SLU processes personal data in the way required to fulfil this agreement.

Through this agreement, the controller Field Station agrees to process the personal data as required to comply with the requirements imposed by the respective authorities' handling and archiving of public documents. Respective authorities refers to the authorities of the nation where the Field Station is located, where nations with the EU essentially share these requirements. Within the EU, handling and archiving of public documents is considered to be a task in the *public interest*. Therefore, the information management carried out via INTERACT GIS is considered to be in the *public interest*, which has an impact on how the processing of personal data has been implemented in INTERACT GIS.

### **Processing of personal data**

INTERACT GIS is used as support in the administration of visitors at Northern field stations, and for the collection, storage and public sharing of information concerning activities at the field stations. As an example, each conference participant is named in conjunction with booking of accommodation at field stations, as is each participant in research activities. Personal data concerning conference participants is anonymised after a certain period of time, while there is significant public interest in the long-term storage of personal data concerning research leaders and staff.

The latter type of information is managed internally at the stations where the activity has taken place (an activity can take place at several stations), where it can, for example, be included as a basis for annual reports and similar documentation submitted to the principals of the field stations, while the activity information related to the personal data is publicly distributed in an anonymised format. This means that the personal data that account holders themselves have chosen to make visible is accessible to system administrators and certain station administrators, while public users never have access to personal data.

Activity managers and staff can at any time have their personal data pseudonymised on all authorisation level apart from the system level (it is the system administrator who stores the pseudonymisation key), but never anonymised or deleted as this contradicts the basic intentions of the public utility system.

INTERACT GIS contains the authorisation levels System Administrator, Station Administrator, Activity Manager, and Public:

- **System administrator**

- Adds stations and organisations to the system.

- Distributes accounts to station administrators.

- Administers personal data, anonymisation, and pseudonymisation keys across the entire network of connected stations.

- **Station administrator**

- Distributes accounts to activity managers, i.e. to those applying to conduct an activity at the station.

- Administers personal data associated with their own station.

- **Activity manager**

- Applies to conduct an activity at one or several stations.

- Reads and edits their own register of completed and current projects, including personal data regarding all associates and employees. Personal data is stored until further notice.

- With teaching or conference activities, course and conference participants are automatically anonymised after five years, while activity managers, their associates and employees, figure with personal data until further notice.

May upon request have their own, their associates, and their employees' personal data pseudonymised at all authorisation levels apart from the system level. Act as representative for their associates and employees in this matter.

- **Public users**

Can search and filter pseudonymised activity data, and thus never access direct personal data.

As INTERACT GIS is used internationally, personal data may be transferred internationally, including outside the EU.

Data regarding the use of INTERACT GIS, including personal data, is transmitted to Google Analytics and stored there for the shortest possible time before being automatically deleted.

## **Disclosure of personal data**

SLU may disclose the personal data stored in INTERACT GIS to those who request it together with a public document, in accordance with Swedish legislation regarding public documents, as long as the personal data is not subject to confidentiality.

## **Storage of personal data**

The following direct and indirect personal data is collected and stored in INTERACT GIS:

- **System level**

Personal identity, station identity

- **Register of persons**

Personal identity, name, nationality, academic title, profession, institution, address, phone number, e-mail address, date of birth, user name, password, display name, last login date, administrator's comments.

- **Station level**

Station identity, administrator identity, e-mail address.

- **Activity role**

Personal identity, activity identity, administrator's notes.

- **Activity application**

Application identity, activity identity, name, nationality, academic title, date of birth, e-mail address, institution, institution address, profession, phone number, comment made in the application, administrator's notes, type of invoicing.

- **Reservation for accommodation**

Application identity, reservation identity, activity role (manager, associate, employee, or participant), name, gender, age, nationality, e-mail address, academic title, institution, arrival date, checkout date, special requirements, administrator's notes.

- **Group reservation**

Application identity, group reservation identity, name (list), number of men, number of women, arrival date, checkout date, special requirement, administrator's notes.

- **Activity type**

Activity identity, application identity, comment made in the application, administrator's notes.

- **Course activity**  
Course identity, activity identity, administrator's notes.
- **Research activity**  
Project identity, application identity, publications, administrator's notes.
- **Educational activity**  
Course identity, activity identity, administrator's notes.
- **Publication database**  
Publication identity, personal identity, activity identity.
- **Financier**  
Financier identity, activity identity, application identity, application description

Storage time in INTERACT GIS concerning different activity roles and types of personal data is described in the chapter "Processing of personal data" above.

### **Rights regarding the processing of personal data**

Account holders have the right under certain circumstances to have their personal data pseudonymised, corrected, and/or restricted, to gain access to collected, stored, and shared personal data, and the right to object to the processing of personal data due to personal circumstances. Please contact the controller field station (see section 11.1 above) to avail of the account holder's rights.

### **Complaints regarding the processing of personal data**

If you have views on the Field Station's personal data processing, you can contact the controller field station (see Section 11.1 above).

If you are not satisfied with the Field Station's response, you can contact the Data Protection Authority in the country where the Field Station is located, and present your complaint regarding the Field Station's processing of your personal data.

You can read more about the Data Protection Authority's oversight on its website in the country where the Field Station is located.