



## Ethics - Policies and Processes

The traceability of data, documents, and physical goods is essential in many fields. Traceability application scenarios could be supported by the European Blockchain Services Infrastructure (EBSI). The innovative objective of the TRACE4EU project is to create an "umbrella architecture" based on existing EBSI services. The resulting architecture could significantly impact industries and contribute to their transition to more efficient, productive, competitive, and resilient processes. It would also strengthen transparency for citizens and organisations, who can better and proactively trace the flow of commodities and data through future traceability applications.

The TRACE4EU consortium is fully aware of the ethical implications of the proposed innovation and respects the ethical rules and standards of the Digital Europe Programme, and those reflected in the Charter of Fundamental Rights of the European Union. Ethical, social and data protection considerations are crucial to this project and will be given all due attention in Work Package 1.

### **1. Involvement of participants and the collection or processing of personal data**

Ethical and privacy issues raised by the TRACE4EU project are among others related to the involvement of participants and the collection or processing of personal data.

Our operations involve participants using specific services such as recording, publishing, distribution, and rights declaration. Participants are asked to give their opinion along with some personal data that may be needed to analyse their experiences and feedback. Measurements may be conducted through surveys or through structured interviews.

Therefore, we need to –

- apply ethics as a method,
- treat ethically participants during the conduct of any activity,
- respect and protect the privacy of the participants and their data.

From a qualitative research perspective, it must be very clear what data we collect and what we interpret as data at different stages of data work: data collection, processing, analysing, storing (who has access, how long, on what conditions, who controls it), representing (how we present the data, do we visualize in some form, etc.). Everything here should be transparent, openly described and recognized through informed consent of the participants. It also pertains

to method, as Annette Markham, internet research ethics expert, has put it: ethics as method. See Markham, A. N. (2006). Method as ethic, ethic as method. *Journal of Information Ethics*, 15(2), 37–55.

The first of these considerations applies to any type of activity, independently of whether it involves the use of personal data. The second consideration applies to any type of activity that uses personal data and bears certain legal obligations regarding the protection and use of that data. The two concerns also interact, as activities are only ethical if they consider and address any risks to the participant; and the use of personal data always implies a possible risk to privacy for the participants.

Our guiding principle is to fully comply with the European and national laws for the collection and management of personal, and sensitive information, especially with the European General Data Protection Regulation. As requested by the European data protection framework, the consortium minimizes the collected information to the ones strictly required to perform the process at hand and adopt the appropriate safeguards for the rights and freedom of the participant, aka data subject.

Specific measures and procedures are taken and adapted to consider the characteristics of each specific activity.

### **1.1 Identification, selection, and recruitment of participants**

Participants are involved in the project on their own will. The results of their participation may be remunerated, for example, through publishing agreements, recording deals, and registrations at collective management organisations<sup>1</sup>. The participants are informed in a clear and intelligible way before the commencement of their participation about:

- the discretionary nature of their involvement,
- the purposes of the activity,
- the modalities of the data collection, e.g., the protection and privacy of data,
- the retention procedures, e.g., what happens with data and files at the end of the project, and
- the possibility to withdraw their consent at any time without detriment.

Informed consent follows procedures and mechanisms compliant with countries' privacy laws and data protection, and only participants capable of legally providing informed consent are selected. Specific requirements and selection criteria of participants are identified as part of the use-case definition: these criteria and requirements also express objective conditions in terms of end-user profiles and of the technological constraints for accessing the systems and databases developed and operated by the TRACE4EU consortium.

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<sup>1</sup> The Data Protection Officer and Ethics Mentor will draft, respectively review, agreements, deals and registration conditions before any implementation.

These conditions are transparently communicated to the potential participants. All candidates fulfilling the requirements and criteria are allowed to participate. Specific engagement campaigns are defined and executed for each application scenario to ensure sufficient participation.

## **1.2 Informed consent procedures and informed and ongoing consent, both for participation and for data protection**

The foundation of ethical research is the principle of informed consent<sup>2</sup>. All participants in our activities are informed of all aspects of the project that might reasonably be expected to influence their decision to participate. Furthermore, the project researchers discuss before and after each activity with participants to maintain on-going consent.

The consortium ensures the transparency of the processing, i.e., it will never deceive, mislead, or withhold information from participants as to the purpose and nature of the activity.

The following procedure is used –

- a participant agreement is provided to, and signed by, the participants involved in the project (see Annex 4). The agreement explains or refers to all details of the activity at hand according to specific national and EU law, e.g., through our published privacy policy (see Annex 2) and terms and conditions (see Annex 3). These documents clearly states that the project preserves data subject's right to privacy and anonymity, and that the data arising from his/her participation is only used for development and validation purposes,
- the documents detail the objectives, all elements (e.g., purpose, duration, procedures) and all the steps of the activity, as well as the participant's rights,
- if appropriate, depending on specific circumstances, activities envisaging the involvement of participants for a period of time can offer specific training to these participants before the start of these activities; this training explains the objectives and organisation of the activity, and clearly details which information may be acquired, using which means and how the acquired information is managed and processed; an informed consent form can summarise the training or awareness activities the user has received<sup>3</sup>.

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<sup>2</sup> The notion of informed consent is grounded primarily on the principle of individual autonomy and secondarily on that of beneficence. We furnish the participants in our project with detailed information (preferably in written form) on the purpose, duration, and methods of the project. Moreover, we describe honestly the risks and benefits deriving from participation in the project. We guarantee confidentiality and the participant's right to withdraw his or her consent at any time.

Informed consent is not only that we inform the participants, but also that we make sure that they understand what we inform them about. Therefore, informed consent is about getting the understanding of the purpose, duration, methods, risks, and benefits of the project across to participants.

<sup>3</sup> The consent forms can be very brief. Informed consent can be formal (signed) or informal (oral agreement). Rather than fully relying on some perfectly complete consent form, let us be in constant dialogue with the participants and check everything with them along the way.

### 1.3 Other measures to minimise the risk

Besides setting and implementing informed consent procedures as described above, the activities adhere to the following guidelines for the collection and management of personal data –

- acquire only the minimum set of personal information required to achieve the demonstration and validation objectives of each activity,
- retain and share the collected data – for example with rights societies – only for the actions or processes envisaged by the activities,
- the retention times are clearly defined for each of the activities and duly communicated,
- specific privacy policies are defined and communicated to inform users about the scope of the collected personal data,
- each activity designates a responsible contact for the processing of the personal data,
- all privacy management procedures bound all involved actors, including external subjects involved in the activities such as Collective Management Organisations (CMOs),
- personal data collected within the activities are not reported in the project's deliverables if not in appropriately aggregated and anonymised form,
- all information obtained in the activities is confidential and used solely by the project and only for innovation purposes,
- specific authorisation is requested about recording of meetings or taking pictures, preserving users' right to privacy and anonymity, as well as for recording video and / or audio during working sessions, and other identifying data (i.e., geolocation),
- only people working on the project can access the data in the form described above,
- once complete or at suitable stages throughout the project when appropriate, results are collated and circulated among the participants in a pseudonymous form; this should occur two weeks before any dependent deliverable is submitted to allow for comments from the participants; data directly or indirectly related to people involved in the activities is never provided to subjects not directly involved in the activities and only for reasons strictly related to the achievement of the objectives of the activities,
- all project partners provide declarations about the compliance to Data Protection legislation and, if applicable, obtain and keep on file ethics approval before the project activities involving participants start,
- procedures for the processing of personal data are set up; state-of-the-art mechanisms for encryption, authentication, and authorisation are exploited in the implemented processes (concerning data collection, storage, protection, and retention), so as to ensure the satisfaction of core security and data protection requirements, namely confidentiality, integrity, and availability<sup>4</sup>,

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<sup>4</sup> Data is stored in the European Union. The only non-EU country participating in the TRACE4EU project is Norway, which is a European Economic Area (EEA) country and an allowed country for the Digital Europe Programme.

- public availability of data: we are committed to make available, whenever possible, the data collected during the project also to researchers and other relevant stakeholders outside the consortium.

#### 1.4 Ethics Mentor and Data Protection Officer

An Ethics Mentor (EM<sup>5</sup>) is appointed to ensure that the project development and outputs adhere to the legal ethical principles –

- Mr Philippe Rixhon.

The Technical Coordinator of the project TRACE4EU acts as Data Protection Officer (DPO<sup>6</sup>) for the project as a whole, ensuring any necessary communication with the competent Data Protection Authority –

- Mr Patrick Herbke, Technische Universität Berlin.

The consortium is tracing data from participants, related parties, and user generated content. Some data are private, some data are public. The EM and DPO focus on private data. Some private data are individuals' data; some private data are commercial data. The EM and DPO focus on individuals' private data. Commercial private data is the remit of commercial licences and terms of use. Individuals' private data are typically creators' private data and consumers' private data.

The EM and DPO meet at least once every 3 months with the Project Management Board, and whenever needed, to discuss and manage any ethical issues arisen in the activities, agree on appropriate remedy action plans, and deliver –

- Deliverable D1.2: Ethical and data protection considerations in the *Quality Assurance Plan*, setting policies and processes, August 2023
- Deliverable D1.5: Ethical and data protection considerations in the *Interim Report*, review, advice, and report on policy and process applications, May 2024
- Deliverable D1.7: Ethics Check, May 2025.

The DPO also acts as a contact point for the purposes of consent and is responsible for ensuring all partners address the need for compliance with the GDPR and its local specifications.

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<sup>5</sup> The responsibilities of the EM are aligned with [https://ec.europa.eu/info/funding-tenders/opportunities/docs/2021-2027/horizon/guidance/roles-and-functions-of-ethics-advisory-ethics-advisory-boards-in-ec-funded-projects\\_he\\_en.pdf](https://ec.europa.eu/info/funding-tenders/opportunities/docs/2021-2027/horizon/guidance/roles-and-functions-of-ethics-advisory-ethics-advisory-boards-in-ec-funded-projects_he_en.pdf)

<sup>6</sup> The responsibilities of the DPO are aligned with [https://edps.europa.eu/data-protection/data-protection/reference-library/data-protection-officer-dpo\\_en](https://edps.europa.eu/data-protection/data-protection/reference-library/data-protection-officer-dpo_en) and [https://commission.europa.eu/law/law-topic/data-protection/reform/rules-business-and-organisations/obligations/data-protection-officers/what-are-responsibilities-data-protection-officer-dpo\\_en](https://commission.europa.eu/law/law-topic/data-protection/reform/rules-business-and-organisations/obligations/data-protection-officers/what-are-responsibilities-data-protection-officer-dpo_en)

## 1.5 List of TRACE4EU Participants

The TRACE4EU project maintains a list of participants involved in the project. The participants' list includes internal stakeholders with access to the project systems and databases. The list is regularly maintained to ensure only authorized individuals can access sensitive information.

The list contains the following details:

- Name of the participant
- Role in the project
- Contact information (E-Mail address)
- Permissions or access rights granted to the participant
- Date of joining/leaving the project

The participant list is stored securely and is only accessible to the Project Management Board, the Ethics Mentor, and the Data Protection Officer.

## 1.6 Access control to TRACE4EU systems and databases

The TRACE4EU project has implemented strict access control measures to ensure only authorized participants can access its systems and databases. These measures include:

- User authentication: Every TRACE4EU participant is required to enter a unique username and password to access the system. The passwords are encrypted and stored securely.
- Role-based access control: Participants are assigned specific roles based on their involvement in the project. Each role has specific permissions and access rights, ensuring that users can only access the systems and databases relevant to their role.
- Regular audits: The project conducts regular audits to ensure that the access control measures are effective and that there are no unauthorized access attempts.

Any breaches or unauthorized access attempts are immediately reported to the Project Management Board, the Ethics Mentor, and the Data Protection Officer for further investigation and action.

## 1.7 Secured Documents

All documents related to the TRACE4EU project, especially those containing personal data, are stored securely. The project employs state-of-the-art techniques to ensure the confidentiality and integrity of the documents. Access to documents is restricted and only granted to individuals who need to access them.

TRACE4EU relies on the [Nextcloud](#) infrastructure and their servers located in Germany.

## 2. Code of Conduct

Every day each one of us – being and working in a demanding and complex environment – faces tough choices. The integrity and professionalism we bring to these challenges define TRACE4EU's reputation.

The code of conduct reflects TRACE4EU's values:

- Stewardship – building a heritage for future generations, meeting our commitments to all stakeholders,
- Best people – attracting the best partners for the project, stretching the people and developing a 'can do' attitude,
- Value creation – improving lives, creating long-term, win-win relationships and focusing on execution excellence,
- One European network – mobilizing the power of teaming to deliver consistently exceptional service in the European Union,
- Respect – valuing diversity, ensuring an interesting and inclusive environment and treating people as we like to be treated,
- Integrity – inspiring trust by taking responsibility, acting ethically and encouraging honest and open debate.

The code sets clear standards for our conduct. It presents each of us with an ethical and behavioural framework to guide our response to the choices we face. And it reflects the commitments contained in the definition of who we are: professionals who demonstrate integrity, respect and teaming, with energy, passion and the courage to lead, who do the right thing and do the things right.

The code is organised into three categories containing principles that must be used by everyone at TRACE4EU across all areas of our activity:

- 2.1 Working with one another,
- 2.2 Working with third parties,
- 2.3 Acting with professional integrity.

Full compliance with the code of conduct is essential and each of us commits to it by adhering to the Grant Agreement Article 14 *Ethics and Value* and Annex 5 *Specific Rules / Ethics* which apply also to the Associated Partners as stipulated in the Consortium Agreement under Section 3.2 *Specific Responsibilities for Associated Partners*.

By delivering on the promise of the code of conduct, we demonstrate what TRACE4EU stands for and send a clear message to those we work with about the strength of our commitment to ethical behaviour and the delivery of professional quality. In this way we protect and enhance the reputation of TRACE4EU, ensuring our continued success and leadership.

## 2.1 Working with one another

### Integrity

We nurture integrity. We say what we think, and we do what we say. We do not engage in behaviour that evades responsibility. We are honest and aim at the discovery of some truth.

### Respect

We build relationships with each other based on a shared trust and confidence that each of us has a personal and professional commitment to do the right thing and to do the things right.

We embrace multicultural experience and diversity as strengths. As such, we respect one another and strive for an inclusive environment free from discrimination, intimidation and harassment.

We respect and protect personal information about each of us in accordance with laws and professional standards.

### Teamwork

We are committed to working in teams and are personally accountable to other team members for the contribution we make.

We are committed to communicating openly and honestly.

We consult with each other and value the perspectives of those who are different from us, as well as those who challenge our point of view.

We expect and deliver feedback regularly, candidly and constructively.

### Knowledge

We encourage and support the professional development of each of us and promote individual achievement and continuous learning.

We acknowledge that each of us is responsible for keeping our professional knowledge up-to-date, and for sharing best practices.

We obtain, develop and protect intellectual property in an appropriate manner. We respect the restrictions on its use and reproduction.

## 2.2 Working with third parties

### Integrity

TRACE4EU serves its mission, not particular third parties. No external relationship is more important than the ethics, integrity, and reputation of TRACE4EU. We do not work with third parties whose standards are incompatible with our code of conduct.

We commit to what we can deliver and deliver on what we commit.

We purchase goods and services on their merits.

We reject inappropriate pressure from third parties.



We are alert for personal and professional conflicts of interest and take immediate and appropriate steps to resolve or manage any that may arise.

### Professionalism

We commit ourselves – as professionals – to uphold the trust placed in us by others.

We maintain and affirm our objectivity, independence and scepticism, recognising that these are critical to our professional responsibilities.

We are committed to delivering quality services that reflect our professional capabilities and are appropriate to the specific issues and needs of our clients.

We are robust and courageous in our challenge to third parties and are not afraid to deliver unwelcome information to them.

### Standards

We respect and protect confidential information obtained from, or relating to, third parties. We do not use confidential information for personal gain.

We coordinate, as appropriate, with other members of our profession in matters of public interest.

We uphold the professional rules applicable to us.

### Reactivity

Each of us is reachable.

Members of the TRACE4EU project delivering chunk of outcome are physically or virtually collocated. They conduct a periodical meeting at the beginning of the working period to report on progress, plan work, and ask/answer questions. They answer all requests within the project team as soon as possible.

We endeavour to answer all requests within 48 hours. The time is suspended during weekends and national holidays. Weekends and national holidays vary around the European Union. Some requests cannot be answered within 48 hours. In these cases, the requested and requesting people agree on a binding answer deadline within 48 hours.

As soon as possible we give each other notice of planned absences and ensure that cover is in place to pass on urgent communications when required. Absences due to force majeure are also announced as soon as possible.

### Time

TRACE4EU's time is Brussels time, i.e.

- UTC+1 from last Sunday of October until last Sunday of March
- UTC+2 from last Sunday of March until last Sunday of October

We respect mutually agreed deadlines set for a specific:

- day, at midnight (Brussels time) on that day,
- week, at midnight (Brussels time) on the last Belgian working day of that week,
- month, at midnight (Brussels time) on the last Belgian working day of that month.

## 2.3 Acting with professional integrity

### Integrity

We comply with laws, regulations and standards that apply to us in our personal and professional conduct.

We promote a culture of consultation. We address questions of ethics and consult appropriately to help resolve them. We do not hide or ignore issues.

### Documentation

We maintain appropriate documentation of our work in accordance with TRACE4EU's policy and relevant legal and professional requirements.

We never destroy or alter documents, or recommend their destruction or alteration, for any illegal or improper reason.

### Costs

We charge a fair cost for our services in accordance with our proposal and agreements.

### Time and expenses

We report actual hours worked when applicable and expenses incurred.

## Annex 1 – Ethical Considerations in the Proposal

### A1.1 Ethics issues

<b>1. Human embryonic stem cells and human embryos</b>		Yes/No	Page
Does this activity involve human embryonic stem cells (hESCs)?		no	
Does this activity involve the use of human embryos?		no	
<b>2. Humans</b>		Yes/No	Tasks
Does this activity involve human participants?		yes	T5.1, T5.2, T5.3, T5.4, T5.5
If <b>YES:</b>	- Are they volunteers?	yes	T5.1, T5.2, T5.3, T5.4, T5.5
	- Are they healthy volunteers for medical studies?	no	
	- Are they patients for medical studies?	no	
	- Are they potentially vulnerable individuals or groups?	no	
	- Are they children/minors?	no	
	- Are there other persons unable to give informed consent?	no	
Does this activity involve interventions (physical also including imaging technology, behavioural treatments, tracking and tracing, etc) on the study participants?		no	
<b>3. Human cells / tissues</b>		Yes/No	Page
Does this activity involve the use of human cells or tissues (not covered by section 1)?		no	
<b>4. Personal data</b>		Yes/No	Tasks
Does this activity involve processing of personal data?		yes	T5.1, T5.2, T5.3, T5.4, T5.5
If <b>YES:</b>	- Does it involve the processing of special categories of personal data ( <i>e.g., sexual lifestyle, ethnicity, genetic, biometric and health data, political opinion, religious or philosophical beliefs</i> )?	no	
Does this activity involve further processing of previously collected personal data (including use of pre-existing data sets or sources, merging existing data sets)?		no	
Is it planned to export personal data from the EU to non-EU countries?		no	
Is it planned to import personal data from non-EU countries into the EU or from a non-EU country to another non-EU country?		no	

Does this activity involve the processing of personal data related to criminal convictions or offences?		no	
<b>5. Animals</b>		Yes/No	Page
Does this activity involve animals?		no	
<b>6. Non-EU countries</b>		Yes/No	Task
Will some of the activities be carried out in non-EU countries?		yes	T4.1
If YES:	Specify the countries:	Norway	T4.1
In case non-EU countries are involved, do the activities undertaken in these countries raise potential ethics issues?		no	
Is it planned to use local resources (e.g., animal and/or human tissue samples, genetic material, live animals, human remains, materials of historical value, endangered fauna or flora samples, etc.)?		no	
Is it planned to import any material (other than data) from non-EU countries into the EU or from a non-EU country to another non-EU country? <i>For data imports, see section 4</i>		no	
Is it planned to export any material (other than data) from the EU to non-EU countries? <i>For data imports, see section 4</i>		no	
<b>7. Environment, health and safety</b>		Yes/No	Page
Does this activity involve the use of substances or processes that may cause harm to the environment, to animals or plants (during the implementation of the activity or further to the use of the results, as a possible impact)?		no	
Does this activity involve the use of substances or processes that may cause harm to humans, including those performing the activity (during the implementation of the activity or further to the use of the results, as a possible impact)?		no	
<b>8. Artificial intelligence</b>		Yes/No	Tasks
Does this activity involve the development, deployment and/or use of Artificial Intelligence-based systems? <i>If yes, detail in the self-assessment whether that could raise ethical concerns related to human rights and values and detail how this will be addressed.</i>		yes	T4.1 and T4.2
<b>9. Other ethical issues</b>		Yes/No	Page
Are there any other ethical issues that should be taken into consideration?		no	

## A1.2 Ethics self-assessment

As stated in the proposal, TRACE4EU aims at organising in a coordinated way a series of activities to trace the origins of products, documents, and data by using the capabilities of EBSI and privacy-friendly technologies such as SSI.

### HUMANS

Some activities in WP 5 will include the participations of volunteers providing test cases. We will seek their consent before any engagement. The notion of informed consent is grounded primarily on the principle of individual autonomy and secondarily on that of beneficence (Oeye, Bjelland, & Skorpen, 2007). It states our obligation to furnish the potential participants in research with detailed information (preferably in written form) on the purpose, duration, and methods of the research. Moreover, the risks and benefits deriving from participation in the research and the treatments will be honestly described. And guarantees will be given as to absolute confidentiality and the respondent's right to withdraw his or her consent at any time (Marshall, 2003).

### PERSONAL DATA

In line with the activities planned in the 24-month project, there is no particular focus on collecting or otherwise processing personal data in WP1, WP2, and WP3. However, personal data is or could always be present in any project, for example during activities of stakeholder management, dissemination, and communication. These, and other (potentially) ethical issues and related dilemmas will be proactively, carefully, and diligently considered and addressed.

Some activities in WP4 and WP 5 will include the processing of some private data from the test cases provided by volunteers. All activities will be conducted with a strict respect of privacy, security, ethics, and trust, by design and by default, in accordance with GDPR (including articles 25 and 32 without limitation), and other relevant regulations and applicable frameworks.

### NON-EU COUNTRIES

The only non-EU country participating in the TRACE4EU project is Norway, which is a European Economic Area (EEA) country and an allowed country for the Digital Europe Programme.

### ENVIRONMENT, HEALTH AND SAFETY

We are aware of the high energy consumption of blockchain consensus based on proof-of-work and opted for the environment-friendly consensus of proof-of-stake.

We are dealing with data related to food but not with the food itself. Moreover, our research is used for the validation and completion of the EBSI architecture, and the potential deployment of our application would be a matter to be discussed after and outside our project.

## ARTIFICIAL INTELLIGENCE

Some activities in WP 4 will include the use of artificial intelligence and machine learning to validate data. The activities will be conducted in accordance with European principles regarding AI, and other relevant regulations and applicable frameworks. They will not raise ethical concerns related to human rights and values.

## OTHER ETHICS ISSUES

The TRACE4EU consortium does not foresee noteworthy, detrimental impact arising out of its objectives, activities, and deliverables. It will closely and continuously monitor those, as mentioned in the proposal, and will promptly address any ethical matters and dilemmas that may occur.

### **A1.3 Compliance with ethical principles and relevant legislation**

TRACE4EU is respecting the fundamental rights, adhering to the highest ethical and legal standards, and ensuring that all ethical, legal, privacy, social, ecological and safety issues related to the project activities are identified and considered, in compliance with applicable EU laws and regulations. These are already identified and will be further identified, assessed, and addressed in an ethical manner during the various activities of the TRACE4EU project.

The Technical Coordinator (TC) is appointed as the Data Protection Officer (DPO) and Philippe Rixhon from Digiciti is appointed as Ethics Mentor (EM) to attend to the 5 Ethics issues identified here above and develop Ethics Policy and Processes.

For data management, the specific task T 3.2 is dedicated in WP 3 to coordinate related plans and reports with the EBSI Core Team.

The EM role comes into Task 1.2 in WP 2. The EM will submit the Ethics Policy on M3. This Policy will include and not be limited to (1) Code of Conduct, (2) Privacy Policy, (3) Terms and Conditions, and (4) Consent Form. These four items will be annexes of the Consortium Agreement signed by all partners of the project. The EM will also submit the Ethics Report on M24 that will reflect how the project addressed the 5 Ethics issues (HUMANS, PERSONAL DATA, NON-EU COUNTRIES, ENVIRONMENT, HEALTH AND SAFETY and ARTIFICIAL INTELLIGENCE).

In a dynamic and agile approach DPO and EM will be continuously monitoring - and where necessary discuss, intervene, and provide guidance on - the various project activities. Furthermore, these issues will be reported in the D1.2 deliverable during the different phases of the project.

## Annex 2 – Privacy Policy

TRACE4EU ("us", "we", or "our") operates the –

- website <https://trace4eu.eu/>
- social channels <https://www.linkedin.com/company/trace4eu-consortium/>

and collect and process data for research and development purposes (the Service).

This document informs you of our policies regarding the collection, use, and disclosure of personal data when you use our Service and the choices you have associated with that data. We use your data to provide and improve the Service. By using the Service, you agree to the collection and use of information in accordance with this policy. Unless otherwise defined, terms used in this Privacy Policy have the same meanings as in our Terms of Use.

### Information Collection and Use

We collect several different types of information for various purposes to provide and improve our Service to you.

### Types of Data Collected

**Personal data** – While using our Service, we may ask you to provide us with certain personally identifiable information that can be used to contact or identify you ("Personal Data"). Personally identifiable information may include, but is not limited to title, full name, profession, company, address, phone number, and email address.

**Cookies and Usage Data** – We may also collect information on how the Service is accessed and used ('Usage Data'). This Usage Data may include information such as your computer's Internet Protocol address (e.g., IP address), browser type, browser version, the pages of our Service that you visit, the time and date of your visit, the time spent on those pages, unique device identifiers and other diagnostic data.

### Use of Data

We use the collected data for various purposes: to provide and maintain the Service, to notify you about changes to our Service, to allow you to participate in interactive features of our Service when you choose to do so, to provide user care and support, to provide analysis or valuable information so that we can improve the Service, to monitor the usage of the Service, or to detect, prevent and address technical issues.

### Transfer of Data

Your information, including Personal Data, may be transferred to — and maintained on — computers located outside of your country or other governmental jurisdiction where the data protection laws may differ than those from your jurisdiction. Your consent to this Privacy Policy followed by your submission of such information represents your agreement to that transfer. We will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this Privacy Policy and no transfer of your Personal Data will take place to an

organisation or a country unless there are adequate controls in place including the security of your data and other personal information.

#### Disclosure of Data/ Legal Requirements

We may disclose your Personal Data in the good faith belief that such action is necessary to comply with a legal obligation, to protect and defend our rights or property, to prevent or investigate possible wrongdoing in connection with the Service, to protect the personal safety of users of the Service or the public, or to protect against legal liability.

#### Security of Data

We comply with appropriate measures to industry standards to protect your Personal Data. However, no method of transmission over the Internet, or method of electronic storage, is 100% secure. While we use commercially acceptable means to protect your Personal Data, we cannot guarantee its absolute security.

#### Service Providers

We may employ third party companies and individuals to facilitate our Service ("Service Providers"), to provide the Service on our behalf, to perform Service-related services or to assist us in analysing how our Service is used. These third parties have access to your Personal Data only to perform these tasks on our behalf and are obligated not to disclose or use it for any other purpose.

#### Links to other sites

Our Service may contain links to other sites that are not operated by us. If you click on a third-party link, you will be directed to that third party's site. We strongly advise you to review the Privacy Policy of every site you visit. We have no control over and assume no responsibility for the content, privacy policies or practices of any third-party sites or services.

#### Children's Privacy

Our Service does not address anyone under the age of 18 ("Children"). We do not knowingly collect personally identifiable information from anyone under the age of 18. If you are a parent or guardian and you are aware that your child has provided us with Personal Data, please contact us. If we become aware that we have collected Personal Data from a child without verification of parental consent, we will take steps to remove that information from our servers.

#### Your Rights

You can request to access, update, delete or correct your personal information. You also have the right to object to direct marketing. You can do this by emailing us at [privacy@trace4eu.eu](mailto:privacy@trace4eu.eu). You may have additional rights pursuant to your local law applicable to the processing. For example, if the processing of your personal information is subject to the EU General Data Protection Regulation ("GDPR"), and your personal information is processed based on legitimate interests, you have the right to object to the processing on grounds relating to your specific situation. Under GDPR you may also have the right to request to have your personal information deleted or restricted and ask for portability of your personal information.



### Changes to this Privacy Policy

We may update our Privacy Policy from time to time. We will notify you of any changes by posting the new Privacy Policy on this page. We will let you know via email and/or a prominent notice on our Service, prior to the change becoming effective and update the "effective date" at the top of this Privacy Policy. You are advised to review this Privacy Policy periodically for any changes. Changes to this Privacy Policy are effective when they are posted on this page.

### Contact Us

If you have any questions about this Privacy Policy, please contact us by email: [privacy@trace4eu.eu](mailto:privacy@trace4eu.eu)

## Annex 3 – Terms and Conditions

### Overview

The following are the terms of an agreement between you and the project **TRACE4EU**. By accessing or using this website, or by participating in our activities, you acknowledge that you have read, understood, and agree to be bound by these terms and to comply with all applicable laws and regulations, including export and re-export control laws and regulations. If you do not agree to these terms, please do not use this website, and do not participate in our activities. The project **TRACE4EU** may, without notice to you, at any time, revise these Terms and Conditions and any other information contained in this website. The project **TRACE4EU** may also make improvements or changes in the services or programmes described in this website, or in its activities, at any time without notice.

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### Confidential Information

The project **TRACE4EU** does not want to receive confidential or proprietary information from you through our website. Please note that any information or material sent to the project **TRACE4EU** through our website will be deemed NOT to be confidential. By sending the project

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### Copyright and Trademarks

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## Annex 4 – Template for the Participant Consent Forms

The project TRACE4EU uses application scenarios to validate and enhance the architecture of the European Blockchain Services Infrastructure in relation to the traceability use case. By participating in our activities, you can produce or co-produce copyright-protected material.

### Your consent

The participant consent to *[for example: DigiCiti Networks OÜ]* to use *[for example: the media files (.wav, .pdf, .png., and .mp4) of the song SoandSo]* for research and innovation related to *[for example: rights and royalty management. The media files will be fingerprinted. The fingerprints will be used to identify the media files – manifestations of the works, declare the creative works, and register the rights. The research and innovation project will not license nor distribute the media files].*

### Our commitment

- *[For example: You will receive a copy of the recordings including your songs and performances. You authorise us to use your songs, recordings, and images non-exclusively. We will register your intellectual property rights to facilitate their protection and your remuneration].* You can find current related information under **Terms and Conditions** at <https://trace4eu.eu/>.
- We will protect the privacy of your data according to EU law. You can find current related information under **Privacy Policy** at <https://trace4eu.eu/privacy-policy/>.
- You can withdraw from your participation in the project by giving us written notice.

On behalf of TRACE4EU:

The participant:

Name, town, and date in capital letters:

Name, town, and date in capital letters: