



## **TERMS AND CONDITIONS FOR JOINT RESEARCH CENTRE LIVING LABS**

### **1. PURPOSE**

This document defines the Terms and Conditions related to the Living Labs of the Joint Research Centre (JRC) and outlines the principles and modalities under which the JRC will open its sites to organisations participating in this call

The Joint Research Centre (JRC) is the European Commission's science and knowledge service, and supports EU policies with independent scientific evidence throughout the whole policy cycle, in many areas, including energy and transport.

The Living Labs address advanced, smart city applications on selected sites of the JRC which are city-like and suited to act as real-life testbeds for smart technologies in different areas. The aim is a) to gain scientific and technological insight into challenges faced by cities and into innovative solutions to address them; and b) to add tangible value to the working environment at the sites of the JRC, while providing incentives to public and private research organisations, tech firms and start-ups, for conducting pre-competitive testing.

### **2. APPLICABILITY**

The JRC's scientific staff and research infrastructures are located on six sites in five EU countries. This document is applicable for the JRC's sites in Ispra, (Italy), Petten (the Netherlands), and Geel (Belgium).

The JRC will open these sites to organisations registered in the EU Member States and countries associated to the EU Research Programme Horizon 2020, in line with the Horizon 2020 specific programme<sup>1</sup>.

### **3. DEFINITIONS**

#### *a. Living Lab*

A Living Lab is an environment enabling innovation, co-creation and start-up development. Living Labs are public-private collaborations with a citizen-centric approach for prototyping and validating innovations in complex, real-life environments. Municipalities, industry, academia and civil society are key Living Lab stakeholders. With its role in supporting policy-making, its unique infrastructure, open culture and wide range of scientific expertise, the JRC can represent a perfect Living Lab thus contributing to evidence-based policy creation.

#### *b. Participants and their roles*

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<sup>1</sup> Paragraph 3.6e) of Part VI of Annex I of Council Decision 2013/743/EU of 3 December 2013 establishing the specific programme implementing Horizon 2020 - the Framework Programme for Research and Innovation (2014-2020)

A collaboration agreement with the JRC will be concluded with the Partner Organisation for the purposes of a Living Lab Project.

"Partner Organisation" will be a public or private legal entity (e.g. company, municipality, university etc.) taking responsibility of conducting the activities under the Living Lab project in collaboration with JRC. A proposal may consist of one or more Partner Organisations, in which case a Lead Partner Organisation will be in charge of the management of the Living Lab project.

"Participants" of the Living Labs are individuals or teams belonging to or affiliated with the Partner Organisation, and engaged in the conception or creation of new knowledge, products, processes, methods and systems and also in the management of projects.

#### *c. Access to the premises, facilities and assets of the JRC*

Participants can be granted access to the JRC infrastructure of its sites, such as roads, buildings, water and electricity networks, etc. Where relevant, access can also be granted to dedicated JRC research infrastructures, such as to machine time, computing resources, software, data, data-communication services, trust and authentication services, sample preparation, archives, collections, the set-up, execution and dismantling of experiments, expert support and analytical services. Access to research data will be in line with the JRC Data Policy<sup>2</sup>. Access to these facilities and expertise form part of the JRC's offer to participants.

## **4. PRINCIPLES**

This section defines the principles of engaging in a Living Lab project with the JRC.

#### *a. Allocation and acknowledgement of Intellectual Property Rights (IPR)*

Unless provided or agreed otherwise, all intellectual property rights, including but not limited to copyright, industrial property, patents or rights on databases, created by the participants as a result of the Living Lab project, shall belong to the Partner Organisation. The Partner Organisation shall grant the JRC a royalty-free, world-wide, non-exclusive licence to the IPR created and to the data collected by the Partner Organisation during the project for scientific research purposes only and with the obligation to respect, where relevant, the confidentiality of the information and data.

The JRC and the Partner Organisation will be co-owners of the IPR created as a result of the Living Lab project in proportion to the respective contributions of the JRC and the Partner Organisation when JRC or its staff provide substantial resources to the Living Lab project, including but not limited to the following cases:

- IPR is created by the Partner as a result of the Living Lab project but is based on background IPR owned by the JRC; or
- IPR is created with the active contribution of the scientific staff of the JRC or as a result of adapting of the JRC infrastructure at the request of the Partner.

Whenever a new technology is created as a result of the Living Lab project the Participants should acknowledge that the new technology was developed thanks to the contribution of the JRC and the JRC's Living Labs project.

The principles of this paragraph on IPR may be derogated from in the provisions of the Collaboration Agreement.

#### *b. Health, safety, security and environment*

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<sup>2</sup> EUR 27163 EN – Scientific and Technical Research series – ISSN 1831-9424 (online)

The JRC together with the Partner Organisation shall undertake the necessary measures to ensure the health, security and safety of any Participant accessing the JRC Living Labs as well as to take the necessary actions to minimise the impact on the environment according to the legislation applicable to each site. Participants must comply with security, health and safety and environmental rules and with procedures in force at the JRC sites, in particular concerning the notifications on introduction of material and instrumentation that could induce risks or ethical issues to the JRC sites and persons.

#### *c. Costs*

All costs incurred by the Partner Organisations and the JRC in carrying out the Living Lab Project will be borne by the party incurring the costs. This includes the cost of transport and subsistence incurred by the Partner Organisations when visiting/staying at the JRC sites. All services and materials made available by the JRC and the Participant in support of the Living Lab Project are considered 'in kind' and no money will flow either way.

#### *d. Confidentiality and ethical conduct*

Participants shall comply with confidentiality requirements and should adhere to the code of conduct and standard ethical behaviour in scientific research when conducting research and using and disseminating research data and findings, as detailed in the European Code of Conduct for Research Integrity of the European Science Foundation<sup>3</sup>.

#### *e. Implementation*

Access to the JRC Living Labs will be in accordance with the rules and procedures of the JRC. This applies in particular to the granting of Access and selection of Living Labs Projects, entrance permits, and length of stay, health and safety and security of Users at the JRC sites.

#### *f. Protection of personal data*

Where the JRC determines the purposes and means of the processing of personal data – and thus acts as data controller - any personal data relating to the Access shall be processed by the Commission pursuant to Regulation (EU) 2018/1725. Careful scrutiny will need to be given to the specific personal data processing involved in the different projects to determine compliance with the data protection principles, particularly necessity and proportionality and an appropriate legal basis to justify it. The JRC data controller will be obliged to maintain a record specifying the details of the specific processing operations and to publish it in a public register. A data protection impact assessment would need to be carried out for processing likely to impact on fundamental rights, and some processing may require prior consultation of the European Data Protection Supervisor<sup>4</sup>. Where the project involves disclosure of data by JRC to Partner Organisations the necessity, proportionality and existence of a legal basis will need to be justified. If the project involves transfer of personal data outside of the EU, appropriate safeguards should be in place.

Data processing by Partner Organisations as data controllers shall be conducted in full compliance with the applicable data protection rules, notably the General Data Protection Regulation (EU) 2016/679.

#### *g. Insurance*

All Partners accessing the JRC shall be covered by medical insurance and third party liability insurance during their stay at the JRC.

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<sup>3</sup> [http://www.esf.org/fileadmin/Public\\_documents/Publications/Code\\_Conduct\\_ResearchIntegrity.pdf](http://www.esf.org/fileadmin/Public_documents/Publications/Code_Conduct_ResearchIntegrity.pdf)

<sup>4</sup> [https://edps.europa.eu/edps-homepage\\_en](https://edps.europa.eu/edps-homepage_en)

## 5. EVALUATION PROCEDURE

Expressions of interest shall be submitted through the JRC portal using the Proposal Submission Form; the Partner Organisation is encouraged to contact (or visit) the JRC Living Lab during preparation of the expressions of interest, in order to assess feasibility aspects. An expression of interest may include one or more Partner Organisations.

The expressions of interest will be evaluated by a Living Lab Selection Committee, an internal panel composed of JRC experts. The Living Lab Selection Committee is typically composed of the scientific services hosting the Living Lab(s) acting as chair, plus representatives of the Directorate for Strategy, Work-Programme and Resources, and of the Support Services Directorate, in particular the services in charge of site management and procurement, respectively. Independent European experts from academia and research institutions can be consulted in the evaluation process as needed.<sup>5</sup>

Following an eligibility criteria check of the incoming expressions of interest with respect to ethics, on the nature of the Partner Organisation and the country of location of the User Institutions, the selection will be made following a two-step approach.

In a first step, the JRC Living Lab Selection Committee will evaluate incoming expressions of interest with regard to the criteria and weights published in the Call. The expressions of interest are graded for each criterion between 0 and 10; expressions of interest that do not meet a minimum unweighted grading of 6 for any of the criteria are rejected. The JRC internal expert panel will establish a shortlist, composed of the selected expressions of interest. The JRC will publish in the calls for expressions of interest the indicative date expected for the communication of the results of the assessment of proposals.

In a second step, the JRC will contact the Partner Organisations on the shortlist to discuss:

- Technical Feasibility;
- Legal and financial parameters, including arrangements to ensure full compliance with data protection legislation;
- Terms of the collaboration agreement.

The discussion will delineate the details of the Living Lab Project, the equipment to be used, as well as any provision of in-kind contributions from the Partner Organisation. It will also take into account the schedule of the JRC Living Lab and the available resources from the JRC, including the use of JRC research infrastructures.

Where the discussions allow JRC and the Partner Organisation to reach agreement on the points mentioned above, a Collaboration Agreement will be signed. Both parties commit to negotiate in good faith but should an agreement not prove possible, the JRC reserves the right to terminate the discussions and to not conclude a Collaboration Agreement.

Agreements may proceed with one or more Partner Organisations at the same time.

A list of the successful Living Lab Projects will be published on the JRC Science Hub.

## 6. LEGAL MATTERS

### *a. Collaboration Agreement*

The Collaboration Agreement will detail the organisation and management of the Living Lab project and will cover any necessary technical and legal aspects (including the modalities for Access, the rights and obligations of the JRC and the Partner Organisation, site access, intellectual property rights,

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<sup>5</sup> The involvement of external experts, if and when needed, will be pursuant to Chapter III of Regulation (EU) 1290/2013 of the European Parliament and of the Council. The experts would be requested to register at the Expert area of the Participant Portal of Horizon 2020.

data protection, confidentiality, third party liability, insurances, in-kind contributions and reports). The technical description (Description of Work) of the Living Lab Project in the Collaboration Agreement may differ from the description of the project in the original expression of interest, as it will reflect the results from discussions between the JRC and the Partner Organisation on the feasibility of the JRC Living Lab project.

#### *b. Limitations*

This call for Expressions of Interest is non-binding on the JRC and therefore the JRC reserves the right to suspend, amend or cancel this Call, or not to proceed with undertaking or pursuing any negotiation, or not to sign a Collaboration Agreement without being subject to claims brought against it for indemnity or compensation of any nature.

Access to JRC Living Labs may be limited or refused, amongst others, by the following:

- Ethical considerations in accordance with EU Law, in particular Art. 19 of Regulation (EU) 1291/2013<sup>6</sup>, and applicable laws and regulations in the EU Member States;
- Limited capacity;
- Security and safety considerations.

#### *c. Logistical assistance offered by the JRC*

Subject to availability and depending on each site, the JRC may offer logistical assistance to Users concerning accommodation, transport and any other logistics needed for the access to and stay at the site, including the provision of temporary office space.

#### *d. Transparency*

The JRC Science Hub will provide clear and transparent information on the evaluation results, data management policy and the terms and conditions of access of Users. Each JRC Living Lab delivering access will have a dedicated contact point providing technical information related to the use of the facility, in particular in what concerns cost and feasibility.

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<sup>6</sup> Regulation (EU) 1291/2013 of the European Parliament and of the Council of 11 December 2013 establishing Horizon 2020 - the Framework Programme for Research and Innovation (2014-2020)