

## Checklist for researchers when collaborating externally – General Administrative and Legal Affairs (ABJZ)

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The University of Groningen has signed up to the Netherlands Code of Conduct for Research Integrity (2018) (Dutch abbreviation ‘WI’ Code of Conduct). Joint research should also be conducted in accordance with this Code of Conduct. The Netherlands Code of Conduct for Research Integrity (3.9) expects researchers to make clear agreements about matters relating to scientific integrity and matters that may affect this, such as intellectual property rights, when conducting research with external partners, and to record these agreements in writing. This checklist indicates the aspects for which a researcher must record agreements in writing and which points should be brought to the attention of the General Administrative and Legal Affairs Service (Dutch abbreviation ‘ABJZ’). Examples and model provisions have been provided where possible. This checklist is intended to be used independently by researchers at an early stage. The checklist contains a general assessment framework for collaboration agreements and a section specifically on agreements for the processing of personal data.

### ***General assessment framework for collaboration agreements***



#### **Action point for researchers:**

Only accept research tasks that can be performed in accordance with the standards in the WI Code of Conduct. Ensure that the tasks are agreed in writing.

### **Commitment to the Code of Conduct for Research Integrity**

The University of Groningen will also encourage (private) partners to commit to the WI Code of Conduct (1.7). Collaboration with institutions that have not signed the WI Code of Conduct or a comparable code will only be agreed to if there is sufficient confidence that your own part of the research can be conducted in compliance with this Code and the joint research results meet generally accepted principles of integrity in research (1.8).

#### **Model provision for an agreement with a partner institution:**

*“The Netherlands Code of Conduct for Research Integrity shall apply to the research envisaged.”*

Collaboration agreements also contain provisions on asset valuation, based on the principles laid down in the valuation policy. These agreements are tailor-made. When considering whether a code is comparable and the generally accepted principles of scientific integrity in collaboration contracts, the ABJZ will take into account:

- a. other codes of conduct.
- b. The Declaration on Scientific Independence of the Royal Netherlands Academy of Arts and

<sup>1</sup> [https://www.knaw.nl/shared/resources/actueel/bestanden/wetenschappelijke\\_onafhankelijkheid.pdf](https://www.knaw.nl/shared/resources/actueel/bestanden/wetenschappelijke_onafhankelijkheid.pdf)

<sup>2</sup> <https://www.vsnv.nl/files/documenten/Domeinen/Onderzoek/Valorisatie/Principes%20voor%20Publiek-Private%20Samenwerking%20NL.pdf>

Sciences (2005).

- c. The Association of Universities in the Netherlands principles for public-private partnership 2010.

It will also be ensured that research can be conducted in accordance with the WI Code of Conduct as regards proper and ethical scientific practice, with respect to influence from other parties (e.g. funding providers, journals, social partners).



#### Action point for researchers:

Agree on whether to make data and research material public and accessible, and on retention periods. Prepare a data management plan. Ensure that valid reasons are recorded if the data is not to be made public after the study.

### **Agreements on making data and research material public and accessible**

The WI Code of Conduct provides a duty of care for institutions (4.16) to ensure that contracts with commissioning parties and funding bodies include fair agreements about access to and the publication of data and research material. The institution (4.13) must work with researchers (3.24) to ensure that all data, source code and research materials, published and unpublished, are managed and stored securely for a period appropriate to the discipline(s) and methodology. Researchers must also determine an appropriate retention period when collaborating. The Code of Conduct expects researchers (3.8) to be open about the role of external stakeholders and potential conflicts of interest. How the collected research data is ordered and categorized should also be described where necessary, so that it can be checked and reused (3.10). Data management plans are appropriate tools for this purpose. Researchers should, as far as possible, make research findings and research data public subsequent to completion of the research (3.11). If research data and/or information cannot be made publicly available, researchers should establish valid reasons for this.

### **Model provision for an agreement with a partner institution:**

*“The dataset will be retained for verification in accordance with the faculty Data Management Policy (annexed). The dataset will also be made available for reuse through a repository appropriate to the discipline.”*

### ***Agreements on the processing of personal information***

It is possible that the University of Groningen will obtain a dataset containing personal data, but will not be responsible for processing this data itself, and must instead adhere to the instructions of the data controller. In such cases, a data processor agreement must be concluded. A UG model agreement is available for this purpose. A checklist is also available from the ABJZ to assess the suitability of other models.

<sup>3</sup> F.i. with the use of a "Verklaring van wetenschappelijke onafhankelijkheid" as recommended in the report "Wetenschap op bestelling" of the Royal Dutch Academy of Science (2005), page 46.

<sup>4</sup> Valid reasons, such as confidentiality, can be found in: The transition towards an Open Science system, Proceedings of the Council of the European Union: paragraph 14 (Brussel, 27/05/2016, 9526/16, via: [data.consilium.europa.eu/doc/document/ST-9526-2016-INIT/en/pdf](http://data.consilium.europa.eu/doc/document/ST-9526-2016-INIT/en/pdf)).

Collaborating research institutions will usually be jointly responsible. Article 26 GDPR requires the parties to determine their respective responsibilities for compliance with the obligations under the Regulation in a transparent manner. The arrangement shall duly reflect the respective roles and relationships of the joint controllers vis-à-vis the data subjects. The essence of the arrangement shall be made available to the data subject. How such arrangement should be documented is not specified and can be arranged in a collaboration agreement. 'SURF' provides a model joint controller agreement.

For low risk processing, the relevant arrangement can be set out in the data management plan attached to the collaboration agreement. In addition, when data subjects are informed, it must be ensured that the information about the arrangement is included in the consent form. For the processing of data with a high risk of impacting the rights of data subjects (see the data protection impact assessment ('DPIA') guidance on the Research Data Office ('RDO') website), research funders (ERC, Horizon 2020) require a DPIA to be carried out after a collaboration agreement has been signed, but before data collection.

Parties are advised to set out the plan for these arrangements and the party responsible for the arrangement in the collaboration agreement. The ethics committee must also be informed of this arrangement because the committee can require the reassessment of the information provided to the data subjects.



#### Action point for researchers:

If several parties are involved in the processing of personal data, make sure that you agree on their respective responsibilities. Communicate this with the data subjects transparently. Check whether there are sufficient safeguards in place if you transfer data outside the European Economic Area (see below).

### Collaboration outside the European Economic Area ('EEA')

When cooperating outside the EEA, you must check whether the country where the partner institution is located benefits from an 'adequacy decision' from the EU. If not, then certain standard contractual clauses are necessary.

In exceptional circumstances, Article 49 GDPR can be relied on for research purposes. In these cases, the participants in the research have to be asked for their explicit permission for the transfer of data to and from the Netherlands.

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<sup>5</sup> <https://www.surf.nl/files/2019-01/model-gezamenlijk-verantwoordelijkenovk-1.0.pdf>

<sup>6</sup> [https://ec.europa.eu/info/law/law-topic/data-protection/international-dimension-data-protection/adequacy-decisions\\_en](https://ec.europa.eu/info/law/law-topic/data-protection/international-dimension-data-protection/adequacy-decisions_en)

<sup>7</sup> [https://ec.europa.eu/info/law/law-topic/data-protection/international-dimension-data-protection/standard-contractual-clauses-scc\\_en](https://ec.europa.eu/info/law/law-topic/data-protection/international-dimension-data-protection/standard-contractual-clauses-scc_en)