EU.FFICIENT

D4.1 PLATFORM TECHNICAL INFORMATION REPORT, INCLUDING DETAILED LIST OF TECHNICAL, MODULAR AND LEGAL REQUIREMENTS

European Communities of Facilitators focused on Co-creation training, Networking and Hands-on learning

Project acronym:	**EU.FFICIENT**
Project topic:	**HORIZON-CL4-2023-HUMAN-01-32**
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Dissemination level	**PU**

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1 Terms of Use

1.1   Definitions

Client: The legal entity that contracts the services offered by INNOVAWIN.

Administrator: The individual designated by INNOVAWIN to oversee the management and operation of the platform. The Administrator can customize platform settings (such as platform name, subdomain, appearance, and more), monitor platform activity through analytics, expand the platform's user base by inviting new users, and manage platform engagement.

Expert Facilitator/User: An individual who registers on the EU.FFICIENT platform. Users create accounts on the platform, providing accurate and truthful information as part of the registration process. They can participate in various activities such as posting questions, sharing co-creation formats, engaging in thematic events, and taking training programs to improve their skills. Users can also choose to act as Mentees or Mentors, contributing to the platform's collaborative learning environment.

Community of Expert Facilitators (CEF): A sub-community within the platform, focused on one of the four pilot areas: **Advanced Manufacturing**, **Mobility**, **HealthTech**, or **AI/Digital**. Each CEF serves as a hub for knowledge exchange, networking, and co-creation activities specific to its area of expertise.

Personalized Feed: a central place where users can view all content uploaded to the platform, including the various types of posts shared across the community. The feed can be filtered by selected areas of interest, CEFs as well.

License of Use: The non-exclusive, non-transferable right granted to Users, allowing them to access and use the EU.FFICIENT platform according to the terms specified in the legal framework and the project's grant agreement.

Software: means the Open Source Social Network (OSSN) software version including all source code, associated documentation, updates and modifications authorised under the OSSN licence. This term includes all original components of the Software, its integrated libraries and associated resources including any modifications made by Licensee.

1.2   User License

Under EU Grant Agreement No 101135297, the EU.FFICIENT Consortium, including the Administration, and Users, are granted a non-exclusive, non-transferable user license for Software as a Service (SaaS) solution based on the Open

Source Social Network Software (OSSN) customized by INNOVAWIN. This license is limited to the duration and functionality specified within the service contract and is subject to the following conditions:

Scope of License:

- The license allows Users and the Administration to access and utilize the EU.FFICIENT platform solely via the Internet. Offline use of the software is not permitted.

- This license is granted strictly for the duration of the EU.FFICIENT project and for purposes aligned with the project's objectives. The software may include user control systems that limit usage according to these defined purposes.
- The license does not grant ownership of the software or any associated intellectual property rights, which remain with INNOVAWIN or its licensors.

User Rights and Obligations:

- Users are obligated to use the platform in a manner that complies with all applicable terms, ensuring that their actions do not violate the rights of others, disrupt the platform, or contravene the rules set forth by INNOVAWIN.
- The license does not allow Users to alter, modify, adapt, or translate the software. Decompiling, reverse engineering, disassembling, or otherwise attempting to derive the source code is strictly prohibited unless expressly authorized in writing by INNOVAWIN.

Consortium Responsibilities:

- The EU.FFICIENT Consortium may make one (1) copy of the data entered into the software solely for backup and archival purposes. This copy must include a copyright notice and any other references to the rights of the Licensor concerning the software and the original version's designation. The backup copy must be strictly controlled by the Consortium and cannot be made available to third parties through any means.

Restrictions:

- Users and other members of the EU.FFICIENT Consortium may not sell, rent, lease, or sublicense the software or any associated services.
- The software and license granted under this agreement cannot be transferred to third parties or used for any commercial purposes outside the scope of the EU.FFICIENT project.
- Users must maintain the confidentiality of their login credentials and are responsible for any activities conducted under their account.

Termination:

- The User License is temporary and will automatically terminate upon the completion of the EU.FFICIENT project or if the User violates the terms of use outlined herein.
- Upon termination of the license, Users must immediately cease using the software and delete any copies or data obtained under this license, except for the single backup copy retained by the Consortium for archival purposes.

1.3   User Obligations and Acceptable Use

Users of the EU.FFICIENT platform are required to adhere to the following obligations to ensure a safe, productive, and respectful environment for all participants:

Compliance with Laws and Policies:

- Users must comply with all applicable laws and regulations, as well as the platform's terms of use, privacy policy, and any other guidelines provided by INNOVAWIN or the EU.FFICIENT Consortium.
- Users must respect the intellectual property rights of others and ensure that all content they upload, share, or use on the platform does not infringe on the rights of third parties.

Respectful Conduct:

- Users are expected to engage in respectful and constructive communication. Any form of harassment, discrimination, or inappropriate behavior is strictly prohibited.
- Users must refrain from posting or sharing content that is offensive, defamatory, or otherwise harmful to individuals or groups.

Security and Confidentiality:

- Users are responsible for maintaining the confidentiality of their account credentials and must take appropriate measures to secure their accounts from unauthorized access.
- Users must immediately notify INNOVAWIN of any security breaches or unauthorized use of their account.

Prohibited Activities:

- Users may not use the platform for any illegal or unauthorized purpose, including but not limited to the distribution of malware, phishing, or other harmful activities.
- Users are prohibited from attempting to gain unauthorized access to any part of the platform, including restricted areas or other users' accounts.
- Users may not use automated systems, such as bots, to interact with the platform in ways that could disrupt services or violate the platform's rules.

Content Responsibility:

- Users are solely responsible for the content they post, share, or otherwise make available on the platform. INNOVAWIN reserves the right to remove any content that violates these terms or is deemed inappropriate.
- Users must ensure that all information they provide on the platform is accurate, up-to-date, and truthful.

If users fail to comply with these laws and policies, INNOVAWIN reserves the right to take appropriate action, including suspending or banning users from the platform. Users who engage in prohibited activities, fail to act respectfully, or violate any terms of use may be removed from the platform to maintain a safe and productive environment for all participants.

1.4   User Journey and Compliance Requirements

The User Journey was prepared by WP2 and is fully detailed in Deliverable D2.3. It outlines all necessary user interactions and compliance requirements, ensuring that the EU.FFICIENT platform meets legal and regulatory standards while providing a secure and efficient user experience. Below, we present a summary of each key stage of the User Journey and its interactions governed by legal obligations.

Registration

The User's journey begins with the registration process, where they must provide accurate personal information, such as their name, email, and pronouns. Users are required to agree to the platform's privacy policy, terms of use, and the terms of use. This agreement constitutes a binding contract between the User and INNOVAWIN, ensuring that the User understands and accepts the responsibilities associated with using the platform.

Posting

Once registered, Users gain the ability to post content on the platform. This includes sharing questions, co-creation formats, and other relevant contributions within their selected Community of Expert Facilitators (CEF). All posts must adhere to the platform's terms of use, and Users are legally responsible for ensuring that their content does not infringe on the rights of others or violate any applicable laws.

The platform incorporates control mechanisms to monitor content for compliance, and INNOVAWIN reserves the right to remove any content that breaches the terms of service.

Learning

Users can participate in learning activities through the Teachfloor platform which is linked to EU.FFICIENT platform through the page that lists some of the courses provided by UIIN.

Resources

The platform provides access to a variety of resources, such as guidelines, best practices, and case studies. Users are permitted to access and use these resources within the scope of their license. Any attempt to misuse or distribute these materials beyond the allowed usage could result in legal action, including termination of access rights.

Networking

Networking is a key component of the EU.FFICIENT platform, allowing Users to connect with other users within the platform. Users are expected to engage in networking activities respectfully and in accordance with the platform's rules. Violations, such as harassment or unauthorized commercial activities, are strictly prohibited.

Messaging

The messaging feature allows Users to communicate directly with one another. Users must use this feature responsibly, ensuring that all communications are respectful and do not violate the privacy or rights of others. INNOVAWIN monitors messaging activities to ensure compliance with these requirements.

Hotline Support

The platform offers hotline support via a dedicated email address for Users experiencing technical issues. Users must provide accurate information when seeking support and comply with all instructions provided by support staff. Misuse of support services, such as providing false information or abusing support personnel, is prohibited.

Profile

Users are required to maintain an accurate and up-to-date profile on the platform. This includes providing truthful information about their expertise, professional background, and other relevant details.

Events

The platform allows Users to post information about events such as webinars, workshops, and face-to-face meetings. Users posting events must ensure that all event-related activities comply with the platform's terms of use and any applicable legal standards.

1.5   Branding and the Clients´s Brands

Innovawin will adapt and apply the design of Software as a Service (SaaS) solution based on the Open Source Social Network Software (OSSN) and incorporate the Client's brand and/or logo into the platform. The Client declares to INNOVAWIN and third parties that they have the necessary rights to provide their brand and/or logo for use in OSSN. To allow Innovawin to display their brand and/or logo in OSSN, the Client grants a non-exclusive license of the graphic representation of the brand, with worldwide territorial scope and unlimited duration, free of royalties and payments, to graphically represent their trademark in OSSN, without prejudice to the intellectual property rights that apply to the EU.FFICIENT.

Innovawin will also configure a custom URL address where costumized OSSplatform will be hoested. The Client declares to INNOVAWIN and third parties that they have the necessary rights to include certain words in the URL. For this purpose, the Client grants a non-exclusive brand license with worldwide territorial scope and unlimited duration, free of royalties and payments, without prejudice to the industrial property rights corresponding to the Client.

1.6   Technical Support

INNOVAWIN provides specialized email-based technical support to address any issues, doubts, or technical problems that may arise while using the EU.FFICIENT platform. This support is organized to ensure efficient and targeted assistance for both the Administration and Users.

For general technical issues, there is a dedicated email address managed by INNOVAWIN. Users can report technical difficulties encountered on the platform through this channel, and INNOVAWIN will ensure that all queries are handled promptly and effectively. This approach allows for clear and direct communication, ensuring that technical concerns are resolved in a timely manner.

In addition to the general support, each Community of Expert Facilitators (CEF) has specific email addresses that can be used to address questions or issues related to that particular CEF. These targeted email addresses enable Users to communicate directly with the relevant support teams, ensuring that concerns are directed to the appropriate contacts.

1.7   Liability

INNOVAWIN is not liable for updating the platform or for ensuring that the information posted is accurate or complete. Therefore, the User must confirm that the information posted is accurate and complete before making any decision related to any content described on the platform. .

The access to the software by the Users and Administrator, does not imply the INNOVAWIN 's obligation to ensure the absence of viruses, worms, or other harmful computer elements. Users and Administratior, are responsible for the availability of adequate tools to detect and eliminate malicious software.

INNOVAWIN cannot be held responsible for damage caused to the software and hardware of the Users and Administratior, or any other third parties during the use of the services offered on software, or for any damages of any kind caused to the Users and Administrator, as a result of the failures or disconnections of telecommunications networks that produce the suspension, cancellation or interruption of the software service for the benefit of the same or prior.

If the Users and Administrator, breaches any of its obligations under these Terms of Use they are held responsible, including any expenses that this may incur for INNOVAWIN.

2   Privacy Policy & Cookie Policy

2.1   Privacy Policy

2.1.1   Data Controller

The data controller collected through this website is:

- Innovawin 2006, S.L. (hereinafter "INNOVAWIN") with Tax Identification Number B-64205032.

- C/ Avellaneda, 47, Sabadell 08201, Barcelona (Spain).

- info@innogetcloud.com

Hereby informs the user how we deal with their personal information.

2.1.2   Purposes of the processing and legal basis

The personal data of the user of this website will be processed for the following purposes:

- Enable the maintenance, development and management of the business relationship formalised by contracting products and/or services through this website, which includes carrying out operations that relate to the management of customers concerning the contracts, orders, and invoices. The data processed for this purpose will be kept as long as said business relationship is maintained and, once it ends, during the periods of conservation and prescription of responsibilities legally established. The legal basis of the processing is the execution of a contract in which the data subject is a party.

- Allow access to the software and perform all available actions. The data processed for this purpose will be kept as long as said business relationship is maintained and, once it ends, during the periods of conservation and prescription of responsibilities legally established. The legal basis of the processing is the execution of a contract in which the data subject is a party.

- Keep the User informed, including by electronic means, about the EU.FFICIENT project and news. The data processed for this purpose will be kept until the moment the User withdraws his/her consent given to receive said communications and, after that, during the legally established periods of conservation and limitation of responsibilities. The legal basis of the processing is the consent of the User.

"If you do not consent to the processing of your data for this purpose, please check the box enabled for this purpose. The advertising exclusion systems related to the website are available to the user."

2.1.3   Recipients and personal data transfers

The personal data collected within the EU.FFICIENT platform may be communicated to third-party recipients, including public administrations, for compliance with applicable legal obligations. Additionally, data may be shared with service providers responsible for electronic communications, office automation, hosting, housing, computer maintenance, management, accounting, auditing, legal advice, and representation. In certain cases, these service providers may be located in third countries, and in such instances, the transfer of data will be governed by the standard data protection clauses adopted by the European Commission (Commission Decision (EU) 2010/87/EU) to ensure GDPR compliance and safeguard user data.

Furthermore, personal data may be shared with consortium members within the EU.FFICIENT project for analysis and coordination purposes, ensuring that all data is used in accordance with relevant data protection regulations.

2.1.4   Rights of the Users

The User can exercise before IINNOVAWIN their rights of access, rectification, erasure, limitation of processing, data portability and object. Similarly, in the processing of the User's data whose legitimacy is based on the consent given by the User, the User has the right to withdraw said consent at any time, without affecting the legality of the processing based on the prior consent upon withdrawal. To exercise such rights, the User can send their request to C/ Avellaneda, 47, Sabadell 08201, Barcelona (Spain), or to the email address info@innogetcloud.com

In any case, the User has the right to file a claim with the corresponding supervisory authority if he/she deems it appropriate.

2.1.5 Security Statement

INNOVAWIN uses the most advanced Internet security technology currently available. When you access your platform, the information is protected by means of server authentication and data encryption.

INNOVAWIN provides each user with an exclusive username and password that must be given every time a user logs on. INNOVAWIN sends a "cookie" only to register the information of encrypted authentication while the user is logged on. The "cookie" does not include either the user's name or password. The Software does not use "cookies" to store the user's other confidential information, but uses the most advanced security methods based on dynamic data and encoded ID sessions.

Furthermore, Software is housed in a secure server environment that uses a firewall and other advanced technologies to prevent interferences or intrusions from outside.

2.1.6 Minimum and recommended hardware specifications for servers, client devices, or any specific hardware components required for the platform.

The Innoget platform is on physical machines at Hetzner Online AG. This platform includes:

- **VPN**
- **Code versioning**
- **Staging environment (sandbox)**
- **Production environment**
- **Cloud platform**
- **Websites**
- **Workers**
- **Gearman Server**
- **Databases**
- **Files**
- **Cache**

The platform will be hosted at Hetzner Online AG (Germany). They offer a redundant Internet connection to different upstream (80 Gbit / s DE-CIX, 30 Gbit / s Noris Network, 30 Gbit /s Deutsche Telekom, 20 Gbit / s Init7, 20 Gbit / s Level3, 20 Gbit / s KPN, 10 Gbit /s LambdaNet, environment with redundant power supply, climate control, etc.)

For more information about Hetzner Online AG please see:
http://www.hetzner.de/en/hosting/unternehmen/rechenzentrum
The hosting company Hetzner Online AG is certified with ISO 27001. The certification includes the infrastructure of the centers, the operation and management of the data.

2.2 Cookie Policy

2.2.1 Use of Cookies on the website

This website uses its own and third-party cookies to improve the services provided through it through the analysis of the User's browsing habits.

2.2.2 What is Cookie?

This website uses cookies and/or similar technologies that store and retrieve information when you browse. In general, these technologies can serve truly diverse purposes, such as recognizing you as a User, getting information about your browsing habits, or customizing the way the content is displayed. The specific uses we make of these technologies are described below.

2.2.3 What Cookies does this website use?

The website uses cookies that fall into all the categories set out below:

- Essential: Google Ajax Search API; Google Tag Manager; Algolia

- Statistics: Google Analytics, Hotjar

- Client Interaction: UserLike

- Advertising: AddThis

2.2.4 How can I block or delete coookies used by this website?

In addition to using the configuration panel made available to the User, the User may allow, block or delete the cookies installed on his or her computer by configuring the browser options installed on his or her computer.

If the User does not want their data to be collected with Google Analytics, they can install an opt-out browser add-on. More information https://support.google.com/analytics/answer/181881?hl=es&ref_topic=2919631.

The fact of blocking the installation of the analysis cookies described in this policy does not prevent the effective use of the website by the User.