



D1.1 – IPROCURENET CHARTER

WP1 - Coordination of the iProcureNet Network+Community

July 2019 (M3)

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V2.2	26/02/2020	Further revisions to section 4.1	Elizabeth Haddad, ARTTIC
V2.4	27/02/2020	Updates by WP1 leader	Etienne Genet, MININT
V2.5	03/04/2020	Finalisation of charter following GA vote	Elizabeth Haddad, ARTTIC

Executive Summary

The iProcureNet Charter presented in this deliverable defines the rules for the functioning of the iProcureNet Community and is hereby referred to as the iProcureNet Community Charter to which all members need to abide. The Charter also includes the terms of references for organisations joining the iProcureNet Network. The charter was jointly elaborated by the WP1 leader (MININT) and the Network Secretariat (ARTTIC) and was validated by the iProcureNet consortium partners. The charter has been reviewed and approved by the iProcureNet Ethics and Security Officer. The charter will be submitted for formal validation by the iProcureNet General Assembly in M4. The iProcureNet General Assembly will have the decision power concerning any future developments in the iProcureNet Community Charter.

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List of acronyms

iPOP	iProcureNet Online Platform
GDPR	General Data Protection Directive
EU	European Union
IPNC	iProcureNet National Contacts
JP	Joint Procurement



COTS	Commercial off-the-shelf
MS	Member State (EU)
NGO	Non-Governmental Organisation
SC	iProcureNet Steering Committee
WP	Work package

THE IPROCURENET COMMUNITY CHARTER

Version: V1.2 – 03/04/2020

1 Introduction

The iProcureNet Community Charter provides the terms of reference for the functioning of the iProcureNet Community, to which all members need to abide and specifies the terms and conditions accepted by any user accessing any information provided by the iProcureNet Network+Community and the iProcureNet Online Platform (iPOP) at <https://iprocorenet.eurtd.com/> and its subdomains and resources. The Charter also includes the terms of references for organisations joining the iProcureNet Network.

The iProcureNet Community Charter will be implemented through the iPOP access. In the case of changes to the iProcureNet Community Charter, all iProcureNet Community members will be notified through the iPOP, or by other means, to attain their consent to the changes. If a member does not consent to the changes, their membership will be stopped, and their personal data deleted from the iPOP database and their existing contributions in the iPOP will be anonymised in accordance with the General Data Protection Directive (GDPR).

2 Definitions

“iProcureNet ” in the context of this Charter means the Coordination and Support Action funded by the European Commission under Grant Agreement N° 832875, and includes all resources made available by iProcureNet including any material, information and linked resources made available through the iProcureNet Online Platform (iPOP) at <https://iprocorenet.eurtd.com/>;

“Project” means the Coordination and Support Action iProcureNet funded by the European Commission under Grant Agreement N° 832875;

“Consortium” means all the organisations (“beneficiaries”) having signed the iProcureNet Grant Agreement N° 832875 with the European Commission;

“iProcureNet Network+Community” means all individual members taking part in the network and the community because of their role or expertise in the field of procurement having signed the iProcureNet Community Charter and being members of the iPOP;

“Registration Form” means the registration form which you are required to complete to access the iPOP;

“the iProcureNet Community Charter” means this document;

“this Agreement” means this charter and the Registration Form;

“we, us, our” means the members of the iProcureNet Consortium as specified in Grant Agreement N° 832875 with the European Commission;

“**you, your**” means the person whose name is set out in the Registration Form.

3 Preamble

The iProcureNet project aims to build an EU network of organisations centred on the procurement of security solutions through the appointed iProcureNet National Contacts (IPNCs), by setting up a larger community of people composed of individuals and experts interested in procurement. Via the established iProcureNet Network+Community, iProcureNet will facilitate collaboration and dialogue among procurers, enabling:

- Coordinated sharing and analysis of procurement trends included in the investment plans;
- Development of common and standardised practices from the technical, legal and financial perspectives;
- Establishing pathways for joint procurement (JP) of innovative and new to market solutions, research services, and commercial off-the-shelf (COTS) products in the field of security.

The iProcureNet Online Platform (iPOP) will enable professional social networking and mutual online assistance related to new solutions and best practice. The iPOP is organised in different groups which may be public or private (always within the iPOP) based on the content of the information and needs of its members. Members will be able to choose and control the type, amount and periodicity of information they will receive from the iPOP. The iProcureNet Community Charter provides the terms of reference for accessing the iPOP to which all members must abide. It formalises in particular the rights and obligations of the iPOP members.

4 Membership

4.1 The iProcureNet Network of organisations

The iProcureNet Network is organised as a network of procurement organisations and departments active in the acquisition of security solutions in each consortium Member State (MS) and beyond.

The iProcureNet Network will initially consist of Consortium organisations and will be then expanded by recruiting additional European procurement organisations on national, regional and local level, from different sub-disciplines, and with different status (e.g. private, NGO procurers).

Each country is represented by an iProcureNet National Contact (IPNC) who is in charge of their respective national iProcureNet Network. The IPNCs are authorised to act as the internal and external single point of contact for all Network activities in their respective countries.

The rules for joining the iProcureNet Network without being a member of the Consortium are as follows:

- All organisations requesting access should be active in the procurement or development of security solutions or be endorsed by a procurement organisation or department.
- Organisations in countries that are represented by an IPNC requesting access must be nominated and validated by their IPNC.
- If an organisation requesting access is from a country that is not represented by an existing IPNC, a **fast-track approval procedure** by the iProcureNet Steering Committee can be implemented in the following situations:
 - Members of another EU/H2020 project who have a Member vouched for / recommended by a consortium member
 - Members vouched for / recommended by a consortium member.
- If an organisation requesting access is from a country that is not represented by an existing IPNC, is not a member of another EU funded project or vouched for by a member of the consortium, the project coordinator will ask their respective Ministry of Interior via its network of security officers to validate the requesting organisation.
- When an organisation from a country that is not represented by an existing IPNC joins the Network, the coordinator will try to nominate an IPNC either by asking a representative of the joining organisation to take this role or by asking the Ministry of the Interior to suggest an IPNC for that country. A data sheet to collect basic information will be used for each new candidate organisation.
- In any case, the proposed IPNC must then be validated by the iProcureNet Project Security and Ethics Officer and formally accepted by the iProcureNet General Assembly to become a new member. This decision can be made through an open electronic consultation of the members of the GA. A two-third majority of the contractors of the Consortium is needed to approve a new IPNC.
- The newly appointed IPNC will have a seat in the iProcureNet General Assembly and can vote on all issues as long as these decisions do not affect the iProcureNet consortium's contractual commitments and/or capacity to meet these contractual commitments (see section 50).
- All members of the iProcureNet Network must abide to the iProcureNet Charter.

The iProcureNet General Assembly may further specify the conditions for joining the iProcureNet Network at a later stage. Members will be informed of any changes in due course via the iPOP (cf. sections 1 and 5.1).

4.2 The iProcureNet Community of individuals

The iProcureNet Community is a community of experts in procurement of security solutions from procurement agencies and departments, as well as from academia, industry, policy making and civil society, from within and outside the iProcureNet consortium. Members of the iProcureNet Community will stay informed through the iPOP where they will be able to connect and exchange with other members to share best knowledge and practices, collaborate on new concepts and ideas, and contribute to common resources.

Members of the iProcureNet Community can be

- individuals belonging to organisations that are members of the network, and/or
- individuals endorsed by an IPNC because of their expertise in a field relevant for the network.

Members must ensure sure that their participation in the iProcureNet Community and what they share with the other members of the community is in line with the policy of their organisation, if relevant.

All new members will have to be recommended and will be subject to a screening procedure before gaining access. Only individuals who receive an invitation from an iProcureNet National Contact (IPNC) (see section 5.3) and, if needed, after clearance by the iProcureNet Security and Ethics Officer, can register to join the iProcureNet Community or one of its groups. For a list of IPNCs per participating country contact: iprocorenet-arttic@eurtd.com.

All joining members will go through the Informed Consent procedure when registering to the IPOP. As part of this, they will digitally accept the Informed Consent Form, which contains, among others, the rights and obligations of the joining person, which are presented in section 6 of this charter. All members of the iProcureNet Community are free to cancel their membership anytime without need to explain any reason for the cancellation. In this case, their personal data and any references to their persons will be deleted from the IPOP database.

5 iProcureNet Community and IPOP Management

5.1 Governance

The IPOP is part of the iProcureNet project (Grant Agreement no. 832875) and is hence governed by the iProcureNet General Assembly.

5.2 Management

The coordination and operational management of the iProcureNet Community and the moderation of the IPOP is assured by the French Ministry of Interior.

5.3 iProcureNet National Contact (IPNC)

For participating countries, each country is represented by an iProcureNet National Contact (IPNC). The IPNCs are responsible for creating, supporting and maintaining their respective national iProcureNet Community. The IPNCs recommend potential iProcureNet Community members from their country. For a list of IPNC per participating country contact: iprocorenet-arttic@eurtd.com.

5.4 Group Leaders

The Group Leaders are responsible for the good functioning of their respective groups (Procurers Group, Legal Advisors Group, Topical Groups and any future groups) on the IPOP.

5.5 IPOP Administration

ARTTIC is the administrator of the iPOP and its different groups and is responsible for its day-to-day management and maintenance of the platform. Administrative rights of different groups on the iPOP can be given to other members.

6 Rights and obligations

6.1 Your membership

As an iProcureNet Community member, you will be entitled to access and contribute to information exchanged via the iPOP, only if you agree to the iProcureNet Community Charter. You will be deemed to do this by clicking "Accept" at the end of these terms. If you do not wish to accept these terms, click "Reject". No binding agreement will be created between you and us until you have completed and transmitted the Registration Form to us and we have acknowledged receipt and provided a user ID to you.

You confirm that the registration details contained in the Registration Form are complete and accurate in all respects.

You also confirm that you will keep your user ID and password secret and will under no circumstances pass it on to a third person. Each use of the IPOP facilities made after valid identification using your user ID shall be deemed to be committed by you. If we have a reason to believe that the safety or integrity of the iProcureNet Community or one of its subgroups is in jeopardy due to activities performed by your used ID, we can deny you access to the iPOP.

6.2 Confidentiality

The iProcureNet Community is a closed group and all members shall respect the confidentiality of the exchanges.

For the purpose of this Agreement, Confidential Information shall mean all information, notes, documents, memoranda, correspondence, electronic files, work products or other materials provided by the members of the iProcureNet Community and which are identified as confidential, or which would reasonably be expected by a recipient to be confidential or proprietary based on the nature of the information contained therein and the circumstances in which the materials are provided.

You agree, for a period of 5 (five) years from the date of delivery of the Confidential Information, to hold and maintain the Confidential Information in strict confidence using the same degree of care that you use with respect to comparable, highly confidential information relating to your own business. You shall not release, use, sell, transcribe, transfer, publish, disclose, copy, display or reproduce the Confidential Information in any manner whatsoever, nor shall you in any manner make the Confidential Information or any portion thereof, in any form whatsoever, available to others.

If information is marked "official use only" (or correspondingly) you agree to ask the publisher prior to release the material whether the document can be openly used or the deadline for official use only has been prolonged.

You agree to return all Confidential Information to the issuing member upon request.

You acknowledge that the Confidential Information is and shall remain the sole and exclusive property of the issuing member, including all applicable rights to patents, copyrights, trademarks and trade secrets inherent herein and pertinent thereto.

You acknowledge that obligations under this Agreement which by their nature continue beyond the expiration or termination of this Agreement shall survive any termination or cancellation of this Agreement.

6.3 Copyright materials

The iPOP is based on the sharing and collaborative paradigm of the Web 2.0. Thus, where content is clearly identified as subject to copyright by the symbol ©, the rights of the copyright owner(s) remain applicable. This is equally valid for content accessible by hyperlink from the iPOP.

You will not use any such materials or information or any part of them for any purpose other than expressly set out in this Agreement.

Data generated within the IPOP belong to the member who generated them, notwithstanding the rules for confidentiality, publications and privacy.

6.4 Content appropriateness

You will at all times conduct yourself in a courteous and reasonable manner in connection with iProcureNet Community and its members. You will not knowingly provide or upload or cause or permit to be provided or uploaded any material or information which is defamatory, discriminatory, offensive, hateful or abusive or of an obscene or menacing nature or character, or which in any way constitutes a violation or infringement of the rights of any person, company or organisation (including but not limited to rights of copyright or confidentiality), or which violates any member state or EU laws or regulations.

6.5 Security issues

Under no circumstances will you provide or upload any security classified information.

6.6 Privacy Policy

The IPOP will manage personal data. This data will be managed in conformity with the GDPR as described below.

If you use the iPOP, you consent to the collection, use and sharing of your personal data within the IPOP under this Privacy Policy and agree to the iProcureNet Community Charter. If you decide to leave the iProcureNet Community and the iPOP by deleting your account, your personal data will be deleted from the iPOP database and your contributions that already exist on the iPOP will be anonymised in accordance to the GDPR.

To create an account, you provide data in the Registration Form of the iPOP, including your name, email address and a password. After creating your profile, you can choose to provide

further personal information. You should not post or add personal data to your profile that you would not want to be publicly available.

We will also collect personal data from you when you provide, post or upload it to the iPOP. How your personal data will be used will depend on which functionalities you use, how you use those functionalities and the choices you make in your settings.

Data provided through your contributions to the iProcureNet Network+Community may be collected and processed as part of the iProcureNet Project work plan. The results of this data processing might be made available publicly, in anonymised form, unless expressly agreed by you otherwise.

Your data will be used exclusively for the uses you have consented to and will not be passed to third parties without your prior authorisation.

If the nature or intended use of collected personal data changes, you will be notified and asked for your continued consent. If you do not consent to these changes, your membership will be stopped, your personal data will be deleted from the iPOP database and your existing contributions anonymised in accordance to the GDPR.

The iPOP database is GDPR compliant and is hosted in France and, in accordance with the French 1978/01/06 law. The data collection file has been declared to the French Administrative Authority (CNIL) under the Declaration n° 1620342 v0.

6.7 Technical use of the iProcureNet Online platform (iPOP)

We reserve the right to change or discontinue any aspect or feature of the iPOP at any time, including but not limited to content, functionality, hours of availability and equipment needed for access or use and we will endeavour to give you reasonable notice of any such changes. You will not misuse the system in any way including, without limitation, hacking, deliberately introducing viruses, disrupting the iPOP or the functionalities or attempting to do such things.

6.8 Liability

We exclude all liability in connection with any kind of defamation or the transmission or the receipt of materials or information of any nature including without limitation any materials or information which infringe the rights of third parties or which are of the type referred to in paragraph "Rights and obligations" above.

We accept no liability for any viruses or similar problems which you may suffer while accessing and/or downloading any materials included in the iPOP. We are also unable to warrant that the functionalities we provide will be uninterrupted or error free or that any defects will be corrected.

We do not give any warranties as to the accuracy, reliability or quality of any information or materials provided or accessible in connection with iProcureNet and/or the iPOP or that iProcureNet and/or the iPOP will meet your requirements.

We therefore shall not be liable to you or others for any indirect, incidental, special, consequential or punitive damages, or any loss of data, opportunities, reputation, profits or revenues, related to the services.

In a similar way, you will not be exposed to any of the aforementioned excluded liabilities from our side.