

# **EUROPEAN FLOOD AWARENESS SYSTEM (EFAS)**

## **CONDITIONS OF ACCESS**

between the

### **EFAS Dissemination Centre**

(represented by the Swedish Meteorological and Hydrological Institute (SMHI) on  
behalf of the Joint Research Centre of the European Commission)

and the

### **Waterschap Limburg**

(EFAS partner)

## EFAS CONDITIONS OF ACCESS

The European Flood Awareness System (EFAS) is part of the Copernicus Emergency Management Service (CEMS). It provides complementary flood forecasts and monitoring products to support preparatory measures before flood events occur particularly in large, trans-national river basins and throughout Europe in general.

The Joint Research Center (JRC) of the European Commission is responsible for the management of EFAS. The operational EFAS consists of four centres, which are executed by contractors on behalf of the JRC:

- *Hydrological data collection centre*: Collects historic and real-time discharge and water level data in support to EFAS.
- *Meteorological data collection centre*: Collects historic and real-time meteorological data in support to EFAS.
- *Computational centre*: Executes the forecasts and hosts the EFAS website
- *Dissemination centre*: Analyses EFAS daily and disseminates information. It is also responsible for the signature of the *EFAS Conditions of Access*.

The *EFAS Conditions of Access* provided herein are complemented by the *General Terms and Conditions of the CEMS flood early warning and monitoring systems* (Appendix A) and the *Privacy Statement* (Appendix B), unless otherwise expressly stipulated herein.

The version of the *EFAS Conditions of Access* posted on the EFAS website shall be the valid version, although new updates will not prejudice any existing rights granted by a Partner.

### **Definitions:**

*EFAS partner*: An *EFAS partner* is any national, regional or local authority that is legally obliged to provide flood forecasting services or has a national role in flood risk management within its country and the European Commission services.

*EFAS third party*: An *EFAS third party* is a third party that is formally nominated by an *EFAS partner* for his area of responsibility with the purpose to gain access to EFAS. An *EFAS third party* can be revoked by the relevant *EFAS partner*.

*EFAS products and data*: This includes all products and data created as part of EFAS through modelling, aggregation, analysis, gridding or other techniques. It does not include data owned by third parties (e.g. hydrological and meteorological in-situ data, numerical weather forecasts) or data that would allow a reconstitution through reverse engineering of such third party data.

### **Access:**

In line with the *General Terms and Conditions of the CEMS flood early warning and monitoring systems* (Appendix A) access to *EFAS products and data* is restricted to *EFAS partners* and *EFAS third parties* with the exception of:

- Non real-time products and data: *EFAS products and data* older than one month are classified as non-real time and shall be open for the general public.
- Seasonal outlook: *EFAS products and data* based on seasonal forecasts shall be open for the general public.
- EFAS initial conditions: *EFAS products and data* driven by gridded meteorological observations and not forecast information, i.e. the model initial conditions, shall be open for the general public.

## EFAS CONDITIONS OF ACCESS

*EFAS products and data* may be shared with the other Copernicus Services operators (Copernicus Climate Change/ Atmospheric Monitoring/ Land Monitoring/ Marine Environmental Monitoring/ Security Service) to create no flood-warning related, derivative products. The Copernicus service operators shall not share or transfer *EFAS products and data* with others.

Research projects may access *EFAS products and data* for research purposes during a restricted and pre-defined period. A representative of the research project consortium has to sign the *EFAS Conditions of Access for Research* (Appendix C) which set out the limitations of use. *EFAS partners* may provide comments and objections on the access to EFAS for a specific research project within 10 days from the communication of the request for access. This period may be extended for an additional 7 days on request of an *EFAS partner*. If the research project consortium does not address the comments and objections adequately access may be rejected.

### **Use:**

*EFAS products and data* are for information purposes only and do not constitute in any way an official flood warning.

It is the responsibility of the *EFAS partner* and *EFAS third party* to use the *EFAS products and data* in accordance with the restrictions set out in these Conditions of Access.

The Dissemination Centre shall send e-mails to the relevant *EFAS partner* and *EFAS third party* in case of a high probability of flooding in *EFAS partner's* catchments. The early flood information shall be distributed to all *EFAS partners* and *EFAS third parties* within the relevant catchments.

EFAS information shall be distributed to the EU's Emergency Response Coordination Centre (ERCC), which shall use the information internally to improve preparedness of aid on a European scale. The ERCC distributes high-level EFAS information through their network to national contact points of civil protection, e.g. in case a flood notification has been sent out. In case the *EFAS partner* does NOT want this information for his region to be distributed the Dissemination Centre should be contacted.

### ***EFAS partner rights and commitments:***

The *EFAS partner* gains free of charge access to *EFAS products and data* from which they can retrieve early flood information products and data for the river basins agreed upon.

It is the responsibility of each *EFAS partner* to understand the *EFAS products and data* and their limitations. *EFAS partners* are encouraged to participate in EFAS trainings and annual meeting when possible.

The *EFAS partner* has the option to share or transfer the information from EFAS to all relevant authorities or offices in their countries.

The *EFAS partner* shall routinely give feedback to the Dissemination Centre on the accuracy of the flood notifications and the general quality of EFAS.

Each *EFAS partner* receives one vote for the purpose of changing the *EFAS Conditions of Access* during the EFAS annual meetings.

### ***EFAS third party rights and commitments:***

The *EFAS third party* gains free of charge access to *EFAS products and data* from which they can retrieve early flood information products and data for the river basins agreed upon.

## EFAS CONDITIONS OF ACCESS

It is the responsibility of each *EFAS third party* to understand the *EFAS products and data* and their limitations. *EFAS third parties* are encouraged to participate in EFAS trainings and annual meetings when possible.

The *EFAS third party* shall not share or transfer *EFAS products and data* with others.

The *EFAS third party* shall routinely give feedback to the Dissemination Centre on the accuracy of the flood notifications and the general quality of EFAS.

### **Changes:**

These Conditions of Access may be updated by based on a qualified majority, i.e. two thirds of present and voting, decision by all *EFAS partners* present at the EFAS Annual Meeting. All proposed changes have to be sent to all *EFAS Partners* and the operational EFAS centres at least four weeks before the meeting.

No changes that are in conflict with the legal obligations under the Framework Contracts to execute the operational EFAS can be adopted.

### **Disclaimer and liabilities:**

In addition to the disclaimer and liabilities described in the *General Terms and Conditions of the CEMS flood early warning and monitoring systems* (Appendix A) none of the contractors of the operational EFAS centres will be held liable for any decisions taken by the *EFAS Partners* or *EFAS third party* based on information from EFAS.

ECMWF as contractor for the Computational Centre does not waive the privileges and immunities granted to it by virtue of its status as an intergovernmental organization.

## **SIGNATURES**

For Swedish Meteorological and  
Hydrological Institute, SMHI

Fredrik Linde  
Director Core Services Department

*[Signature]*

Done at Norrköping, *[date]*

For Waterschap Limburg, WL

Patrick van der Broeck  
Drs. Ing. P.F.C.W.

*[Signature]*

Done at *[place and date]*

## APPENDIX A

### General Terms and Conditions of the CEMS flood early warning and monitoring systems

The Copernicus Emergency Management Service (CEMS) is funded under the Regulation (EU) No 377/2014 of the European Parliament and of the Council of 3 April 2014 and is part of the Copernicus services.

It provides information for emergency response in relation to different types of disasters, including meteorological hazards, geophysical hazards, deliberate and accidental man - made disasters and other humanitarian disasters, as well as the prevention, preparedness, response and recovery activities.

The flood early warning and monitoring systems of the Copernicus EMS are composed of the European and Global Flood Awareness Systems (CEMS EFAS & GloFAS).

The access and use of Copernicus Service Information is regulated under Regulation (EU) No 377/2014 and Commission Delegated Regulation (EU) No 1159/2013. In particular, the law provides that users shall have a free, full and open access to Copernicus Service Information without any express or implied warranty, including as regards quality and suitability for any purpose. These terms and conditions are designed to reflect the relevant law.

By using data of CEMS EFAS & GloFAS the user agrees to be bound to all terms and conditions provided herein including, in particular, the limitations on use, transferability, warranty and liability. If you are agreeing to these terms on behalf of a company or other legal entity, you represent that you have the legal authority to bind that company or legal entity to these terms.

The terms provided herein are complemented by the terms of the commission Legal Notice<sup>1</sup> and Privacy Statement (see Appendix B), unless otherwise expressly stipulated herein.

#### ***Access and use:***

Subject to their compliance with the terms and conditions set forth herein, users are granted free access to the data of CEMS EFAS & GloFAS for the following purposes and within the limits allowed under applicable law:

- (a) reproduction;
- (b) distribution;
- (c) communication to the public;
- (d) adaptation, modification and combination with other data and information;
- (e) any combination of points (a) to (d).

Some data as produced by CEMS EFAS & GloFAS is restricted according to article 12 of Commission Delegated Regulation (EU) No 1159/2013. Access to this restricted data will be granted only to specific users and upon registration.

Where the user communicates to the public or distributes data of CEMS EFAS & GloFAS, he/she shall inform the recipients of the source of that data and information by using the following or similar notice:

'Generated using Copernicus Emergency Management Service information [Year]'

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<sup>1</sup> [https://ec.europa.eu/info/legal-notice\\_en](https://ec.europa.eu/info/legal-notice_en)

Where the data of CEMS EFAS & GloFAS has been adapted or modified, the user shall provide the following or similar notice:

‘Contains modified Copernicus Emergency Management Service information [Year]’

***Disclaimer and liabilities:***

Data from CEMS EFAS & GloFAS is provided for information purposes only. This means that the data does not constitute in any way a flood warning for which only national/regional institutions are authorized within their region of responsibility.

The information contained in CEMS EFAS & GloFAS is provided “as is” without warranty of any kind, either express or implied, including, but not limited to, any implied warranty against infringement of merchantability, integration, satisfactory quality and fitness for a particular purpose. In particular nothing in these terms and conditions should be interpreted as a guarantee that the information contained will be free from errors or omissions, and that such errors or omissions can be rectified. In addition, changes to the data might occur frequently and without prior notice.

By using CEMS EFAS & GloFAS information and data the user acknowledges that these conditions are applicable to him/her and that – to the full extent allowed by law – the user renounces to any claims for damages against the European Union and the providers of the data and information thereto. The scope of this waiver encompasses any dispute, including contracts and torts claims that might be filed in court, in arbitration or in any other form of dispute settlement.

***Intellectual Property Rights:***

The user expressly recognises and acknowledges that the use of the data from CEMS EFAS & GloFAS shall not confer any intellectual property rights or other proprietary right to the user. No provision herein shall be deemed to affect the ownership and interest of the European Union in said data and the intellectual property thereto which shall remain unaltered. Any independent intellectual property right generated as a result of modifying or adapting the data from the flood early warning and monitoring component of the Copernicus EMS shall be owned by the respective creator(s).

***Access to third party information:***

These terms and conditions only cover data and information from CEMS EFAS & GloFAS. Access to information from third parties to which the user is directed through the respective web portals may be subject to different license terms.

***Appropriate conduct:***

While using the data from CEMS EFAS & GloFAS you agree that you are solely responsible for complying with these terms and conditions and with any other obligation that may be applicable under law.

***Data privacy:***

The users' rights on their personal data are protected according to Regulation (EU) 2018/1725.

## **APPENDIX B – Privacy Policy**

### **PROTECTION OF YOUR PERSONAL DATA**

This privacy statement provides information about the processing and the protection of your personal data.

**Processing operation:** Copernicus Emergency Management Service

**Data Controller:** JRC.E.1

**Record reference:** DPR-EC-00246

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#### **1. Introduction**

The European Commission (hereafter ‘the Commission’) is committed to protect your personal data and to respect your privacy. The Commission collects and further processes personal data pursuant to Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data (repealing Regulation (EC) No 45/2001).

This privacy statement explains the reason for the processing of your personal data, the way we collect, handle and ensure protection of all personal data provided, how that information is used and what rights you have in relation to your personal data. It also specifies the contact details of the responsible Data Controller with whom you may exercise your rights, the Data Protection Officer and the European Data Protection Supervisor.

The information in relation to processing operation "Copernicus Emergency Management Service (Copernicus EMS)" undertaken by JRC.E.1. The Copernicus Emergency Management Service provides information for emergency response in relation to different types of disasters, including meteorological hazards, geophysical hazards, deliberate and accidental man-made disasters and other humanitarian disasters as well as prevention, preparedness, response and recovery activities.

#### **2. Why and how do we process your personal data?**

Purpose of the processing operation: JRC.E.1 collects and uses your personal information exclusively for communication purposes that are strictly connected to the EMS service.

Your personal data will not be used for an automated decision-making including profiling.

### **3. On what legal ground(s) do we process your personal data**

We process your personal data, because you have given consent to the processing of your personal data for one or more specific purposes according to Article 5(1)(d) of Regulation (EU)2018/1725.

We do not process special categories of personal data, therefore Article 10 of Regulation (EU)2018/1725.

### **4. Which personal data do we collect and further process?**

In order to carry out this processing operation JRC.E.1 collects from:

- Authorized EC officials and other staff of the Copernicus Emergency Management Service.
- Citizens using Copernicus Emergency Management Service.

the following categories of personal data:

Identification data: Name, contact and location details (e-mail address, telephone number, mobile telephone number, postal address, company and department, country of residence, IP address)

The provision of personal data is not mandatory.

### **5. How long do we keep your personal data?**

JRC.E.1 only keeps your personal data for the time necessary to fulfil the purpose of collection or further processing, namely as long as JRC continues to work in support emergency responses, or until the data subject requests to be deleted from the list.

### **6. How do we protect and safeguard your personal data?**

All personal data in electronic format (e-mails, documents, databases, uploaded batches of data, etc.) are stored either on the servers of the European Commission or of its contractors. All processing operations are carried out pursuant to the Commission Decision (EU, Euratom) 2017/46 of 10 January 2017 on the security of communication and information systems in the European Commission.

The Commission's contractors are bound by a specific contractual clause for any processing operations of your data on behalf of the Commission, and by the confidentiality obligations deriving from the transposition of the General Data Protection Regulation in the EU Member States ('GDPR' Regulation (EU) 2016/679).

In order to protect your personal data, the Commission has put in place a number of technical and organisational measures in place. Technical measures include appropriate actions to address online security, risk of data loss, alteration of data or unauthorised access, taking into consideration the risk presented by the processing and the nature of the personal data being processed. Organisational measures include restricting access to the personal data solely to authorised persons with a legitimate need to know for the purposes of this processing operation.

### **7. Who has access to your personal data and to whom is it disclosed?**

Access to your personal data is provided to the Commission staff and EMS contractors responsible for carrying out this processing operation and to authorised staff according to the "need to know" principle. Such staff abide by statutory, and when required, additional confidentiality agreements.



The information we collect will not be given to any third party, except to the extent and for the purpose we may be required to do so by law.

## **8. What are your rights and how can you exercise them?**

You have specific rights as a 'data subject' under Chapter III (Articles 14-25) of Regulation (EU) 2018/1725, in particular the right to access, rectify or erase your personal data and the right to restrict the processing of your personal data. Where applicable, you also have the right to object to the processing or the right to data portability.

You have consented to provide your personal data to JRC.E.1 for the present processing operation. You can withdraw your consent at any time by notifying the Data Controller. The withdrawal will not affect the lawfulness of the processing carried out before you have withdrawn the consent.

You can exercise your rights by contacting the Data Controller, or in case of conflict the Data Protection Officer. If necessary, you can also address the European Data Protection Supervisor. Their contact information is given under Heading 9 below.

Where you wish to exercise your rights in the context of one or several specific processing operations, please provide their description (i.e. their Record reference(s) as specified under Heading 10 below) in your request.

## **9. Contact information**

The Data Controller:

If you would like to exercise your rights under Regulation (EU) 2018/1725, or if you have comments, questions or concerns, or if you would like to submit a complaint regarding the collection and use of your personal data, please feel free to contact the Data Controller,

[JRC-EMS@ec.europa.eu](mailto:JRC-EMS@ec.europa.eu)

The Data Protection Officer (DPO) of the Commission

You may contact the Data Protection Officer ([DATA-PROTECTION-OFFICER@ec.europa.eu](mailto:DATA-PROTECTION-OFFICER@ec.europa.eu)) with regard to issues related to the processing of your personal data under Regulation (EU) 2018/1725.

The European Data Protection Supervisor (EDPS)

You have the right to have recourse (i.e. you can lodge a complaint) to the European Data Protection Supervisor ([edps@edps.europa.eu](mailto:edps@edps.europa.eu)) if you consider that your rights under Regulation (EU) 2018/1725 have been infringed as a result of the processing of your personal data by the Data Controller.

## **10. Where to find more detailed information?**

The Commission Data Protection Officer (DPO) publishes the register of all processing operations on personal data by the Commission, which have been documented and notified to him. You may access the register via the following link: <http://ec.europa.eu/dpo-register>.

This specific processing operation has been included in the DPO's public register with the following Record reference: DPR-EC-00246 Copernicus Emergency Management Service.

## APPENDIX C

### EFAS Conditions of Access for Research

The European Flood Awareness System (EFAS) is part of the Copernicus Emergency Management Service (CEMS). It provides complementary flood forecasts and monitoring products to support preparatory measures before flood events occur, particularly in large trans-national river basins and throughout Europe in general.

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Upon signing the *EFAS Conditions of Access for Research* the research project consortium is granted access to the *EFAS products and data* for research purposes.

*EFAS products and data* shall only be used within the research purpose the research project consortium has outlined in this agreement. *EFAS products and data* shall not be redistributed to any other individuals or institutions outside this agreement. The access to near real-time data shall be justified.

It is the responsibility of the research project consortium to:

1. understand the *EFAS products and data* and their limitations.
2. use the *EFAS products and data* in accordance with the restrictions set out in this agreement, the *EFAS Conditions of Access* and the *General Terms and Conditions of the CEMS flood early warning and monitoring systems*

When using *EFAS products and data* or derivatives thereof in any publication EFAS has to be acknowledged.

This agreement is valid for the duration of the research project but no longer than 3 years after the date of signing. The agreement can be terminated without specifying reasons.

The research project consortium agrees that the project title and a brief project description will be published on the EFAS website and/or in the publicly available bi-monthly EFAS Bulletin.

## EFAS CONDITIONS OF ACCESS

By signing this agreement the research project consortium agrees to be bound to all terms and conditions provided including, in particular, the limitations on use, transferability, warranty and liability.

I, <Name, Surname> , will use *EFAS products and data* and/or derived products only for the purpose as described below (please mention the name of the research project, project duration and principal purpose of the use of the *EFAS products and data*):

<Please provide a brief project description here - maximum 1 page:

Possible outline: 1.) Objective ~ 350 char 2.) brief description of project ~ 1500 3.) Expected output of project ~ 350 char)

I have read and accept the *EFAS Conditions of Access for Research*, the *EFAS Conditions of Access* and the *General Terms and Conditions of the CEMS flood early warning and monitoring systems*.

For the Research Project

[Name and Title]

[Signature]

Done at [place and date]