

## COMMECT Project

### Terms and Conditions of Participation in the LL Luxembourg

#### **Article 1: Purpose**

This document defines the terms and conditions related to the Living Lab (LL) organized in Luxembourg by the Luxembourg Institute of Science and Technology (LIST) with the support of the Project partners SES, LSC360 and IBLA in the framework of the EU funded project COMMECT under Grant Agreement no. 101060881 and it outlines the principles and modalities for the participation to the LL.

The LL in Luxembourg aims to support winegrowers by integrating Remote Sensing (RS), Internet of Things (IoT), and satellite communication technologies. By collecting real-time data on microclimate and soil conditions, winegrowers can optimize disease treatment, irrigation, and fertilization. The LL will develop digital replicas of vineyards to monitor plant health and predict issues like drought or disease, ensuring precise and efficient vineyard management.

#### **Article 2: Definitions**

"Living Lab Luxembourg" (LL Luxembourg) means the participative ecosystem created in Luxembourg within the COMMECT Project under the coordination of LIST and with the aim to enable innovation and co-creation in the field of viticulture.

"Participants" means the individual winegrowers, public and private entities which contribute to the aims of the LL either by providing access to their vineyards and by field-testing the RS, IoT and SATCOM technologies or by providing material support and by sharing their knowledge, experience and opinions.

#### **Article 3: Modalities of Participation**

Participants recognize pursuing a common objective of public interest with the LL organizers which is to enhance viticulture in Luxembourg using advanced digital tools for better vineyard management and sustainability.

Participation in the LL Luxembourg within the COMMECT Project is completely voluntary and can be terminated at any time by the Participants.

In view of the voluntary nature of the LL, its objective and the publication of the data as foreseen under Article 4, Participants are not entitled to compensation for their participation to the LL.

In particular, winegrowers undertake to provide free access to their vineyards to LIST whereas all Participants undertake to cooperate in the implementation of the LL according to the present Terms and Conditions.

#### **Article 4: Ownership of Results**

The dataset containing data on weather and soil conditions collected in the LL will be the ownership of LIST in order to facilitate its publication on Open Access platforms, at the end of the Project, and to facilitate the integration of the mentioned dataset into the Vitimeteo application. Participants will be able to access and use the relevant data for free via the said application or any other channel to be decided at the end of the COMMECT Project.

Unless provided or agreed otherwise, any tools or methods developed during the LL without the substantial intellectual contribution of the Participants will be owned by LIST and/or the Project partners that developed them.

### **Article 5: Data Protection**

LIST is committed to ensure the highest standards of data protection in compliance with the applicable legislation, notably with reference to the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (hereafter “**GDPR**”).

LIST in its capacity as data control will process the identification data of Participants as well as the location of their vineyards in order to organise the LL, to collect and extract data on weather and soil conditions in vineyards and to make these data available to the participants at the end of the Project. The final dataset will contain information about the exact location of the collected data. The legal basis for the processing of the Participant’s personal data is LIST’S legitimate interest to conduct research activities for the implementation of the COMMECT Project. For more information on LIST’s privacy policy please visit this page: [www.list.lu](http://www.list.lu).

### **Article 6: Warranty-Liability**

Participants cannot be held liable for inconsistencies in the data collected in the vineyards nor for the accuracy of information shared during the LL.

To the extent permitted by law LIST and the Project partners cannot be held liable for any damage caused by any material or equipment used during the LL.

Neither the Participants nor LIST and the Project partners guarantee any specific outcome of the LL.

### **Article 7: Applicable law and Jurisdiction**

The present Terms and Conditions are regulated by Luxembourgish law.

Any dispute related to these Terms and Conditions is subject to the exclusive jurisdiction of the Courts of Luxembourg.